

# FAM Terms of Use

This Forest Access Management application ("FAM") terms of use agreement (the "Agreement") is entered into between the legal entity that has received approval for Delegated Administrator access to FAM (the "Subscriber") and His Majesty the King in right of the Province of British Columbia as represented by the Minister of Forests (the "Province").

By clicking the "I Accept" button (or any similar button or mechanism), and in consideration of the Province granting the Delegated Administrator access to FAM, the Subscriber, and the Delegated Administrator on behalf of the Subscriber, agree (and will be conclusively deemed to have agreed) to the following:

## Definitions

1. In this Agreement the following words have the following meanings:
  - a. "Applications" means any applications to which Users may be granted access by the Delegated Administrator through FAM;
  - b. "Business BCeID" means the Master Login ID and User Login IDs (both as defined in the Business BCeID Terms) issued to the Subscriber and individuals within the Subscriber's organization pursuant to the Business BCeID Terms;
  - c. "Business BCeID Terms" means the terms found at: <https://www.bceid.ca/aboutbceid/agreements.aspx>;
  - d. "Delegated Administrator" means the individual within the Subscriber's organization who is responsible for granting Users access to Applications through FAM;
  - e. "Device" means a computer, mobile device or any other device capable of accessing FAM or any Application;
  - f. "Documentation" means documentation for FAM or an Application that describes the features and functionality of FAM or the Application;
  - g. "FOIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended or replaced from time to time;
  - h. "Users" means individuals within the Subscriber's organization who have been granted access to any Application by the Delegated Administrator through FAM; and
  - i. "Works" means, collectively, FAM, the Applications and the Documentation.

## **Authority and Ability to Accept Terms**

2. The Delegated Administrator accepting the terms of this Agreement on behalf of the Subscriber represents and warrants that:
  - a. they are at least 19 years of age; and
  - b. they have all necessary authority to accept this Agreement on behalf of the Subscriber.

## **Responsibilities of Subscriber**

3. The Subscriber acknowledges and agrees that it is responsible for ensuring that:
  - a. the Delegated Administrator and Users have all necessary hardware and software required to allow the Delegated Administrator to access FAM and to allow Users to access the Applications;
  - b. the Delegated Administrator fulfills the responsibilities set out in section 4 of this Agreement;
  - c. the Subscriber takes such steps as are necessary to ensure that any individual that leaves the Subscriber's organization no longer has access to FAM or any Application;
  - d. the Subscriber takes appropriate steps regarding the security of any Device used to access FAM or any Applications, including as applicable informing Users that FAM and the Applications must not be accessed using publicly shared Devices, that Devices used to access FAM or any Application must be kept up to date, and that appropriate security measures such as setting Devices used to access FAM or any Application to lock after a short period of inactivity must be observed;
  - e. Users are made aware of the terms of this Agreement applicable to them; and
  - f. the Delegated Administrator and Users comply with all applicable laws, any applicable Documentation, and the terms of this Agreement applicable to them.

## **Responsibilities of Delegated Administrator**

4. The Delegated Administrator is responsible for managing User access to the Applications, including:
  - a. managing the process for granting Users access to the Applications;

- b. ensuring that Users have the minimum level of access to Applications that is necessary to perform their job functions;
- c. promptly revoking access for any User who:
  - i. no longer requires access to perform the User's job functions,
  - ii. leaves the Subscriber's organization, or
  - iii. fails to comply with any term of this Agreement applicable to Users; and
- d. ensuring that the list of Users remains accurate and up to date.

### **Authentication**

- 5. The Subscriber acknowledges and agrees that:
  - a. the Delegated Administrator and Users will use the Subscriber's Business BCeID to authenticate their identity before access is granted to FAM (in the case of the Delegated Administrator) or any Application (in the case of Users);
  - b. the Subscriber is responsible for all use of its Business BCeID; and
  - c. the Business BCeID Terms continue to apply to the Subscriber, the Delegated Administrator and Users.

### **Collection of Information**

- 6. Contact information (as defined in FOIPPA) consisting of first and last name and business email address is collected from the Delegated Administrator and Users in connection with the use of FAM and the Applications. This information is used for the purposes of providing access to and of managing the ongoing operation and administration of FAM and the Applications. Any information automatically collected from individuals through the website through which FAM and the Applications are accessed is collected in accordance with the Province's general [Privacy Policy](#).

### **Ownership and License**

- 7. The Works are owned by the Province or its licensors and are protected by copyright, trademark and other laws protecting intellectual property rights. Use of the Works except as expressly permitted under this Agreement or as otherwise approved by the Province in writing is prohibited.
- 8. The Province grants to the Delegated Administrator a non-exclusive, revocable, limited license to access and use FAM, and to allow Users to access and use the

Applications and the Documentation, in accordance with the terms of this Agreement.

9. A User's right to access and use the Applications and the Documentation automatically terminates if the User's access is revoked by the Delegated Administrator pursuant to section 4. The Delegated Administrator's right to access and use FAM is:
  - a. automatically suspended if the Delegated Administrator's access to FAM is suspended pursuant to section 11; and
  - b. automatically terminated if the Delegated Administrator's access to FAM is terminated by the Province pursuant to section 11.

### **Acceptable Use**

10. The Subscriber must not take, and must ensure that the Delegated Administrator and Users do not take, any action that would jeopardize the security, integrity and/or availability of FAM or any Application, including:
  - a. using FAM or any Application for any unlawful or inappropriate purpose;
  - b. decompiling, disassembling, reverse engineering or otherwise copying any software associated with FAM or any Application;
  - c. tampering with any portion of FAM or any Application;
  - d. using FAM or any Application to transmit any virus or other harmful or destructive computer code, files or programs or to conduct hacking and/or intrusion activities;
  - e. attempting to circumvent or subvert any security measure associated with FAM or any Application;
  - f. taking any action that might reasonably be construed as likely to adversely affect other users of FAM or any Application; or
  - g. removing or altering any proprietary symbol or notice, including any copyright notice, trademark or logo, displayed in connection with the Works.

### **Suspension and Termination**

11. The Province may, in its sole discretion:
  - a. immediately suspend the Delegated Administrator's access to FAM if:

- i. the Delegated Administrator breaches any provision of this Agreement applicable to the Delegated Administrator, or
  - ii. the Province determines, in its sole discretion that such suspension is necessary to maintain the security, integrity, or availability of FAM or any other aspect of the Province's systems;
- b. restore the Delegated Administrator's access if the reason for the suspension is resolved to the Province's satisfaction; and
- c. terminate the Delegated Administrator's access if:
  - i. the reason for the suspension is not resolved to the Province's satisfaction, or
  - ii. the Delegated Administrator leaves the Subscriber's organization.

## **Indemnification**

12. The Subscriber must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by any act or omission by the Subscriber, the Delegated Administrator, any User or any other employee, officer, agent or director of the Subscriber in connection with this Agreement.

## **Disclaimer**

13. The Works are provided "as is", and the Province disclaims all representations, warranties, conditions, obligations and liabilities of any kind, whether express or implied, in relation to the Works, including but not limited to implied warranties with respect to fitness for a particular purpose, merchantability, satisfactory quality, and non-infringement. Without limiting the general nature of the previous sentence, the Province does not represent or warrant the accuracy or the completeness of the Works or any information or data contained within the Works, that FAM or the Applications will function without error, failure, or interruption, or that the Works will meet the Subscriber's expectations or requirements. This disclaimer applies in addition to the Province's general [Warranty Disclaimer](#).

## **Limitation of Liability**

14. To the maximum extent permitted by applicable law, under no circumstances will the Province be liable to any person or entity for any direct, indirect, special, incidental, consequential or other loss, claim, injury or damage, whether

foreseeable or unforeseeable (including without limitation claims for damages for loss of profits or business opportunities, use or misuse of, or inability to use, the Works, interruptions, deletion or corruption of files, loss of programs or information, errors, defects or delays), arising out of or in any way connected with the use of the Works and whether based on contract, tort, strict liability or any other legal theory. The previous sentence will apply even if the Province has been specifically advised of the possibility of any such loss, claim, injury or damage. This limitation of liability applies in addition to the Province's general [Limitation of Liabilities](#).

## **Changes to FAM and/or this Agreement**

15. The Province may at any time, in its sole discretion, make changes to the Works and/or the terms and conditions of this Agreement. The Delegated Administrator will be notified upon sign in to FAM if changes have been made to the terms and conditions of this Agreement, and must accept the updated terms and conditions by clicking the "I Accept" button (or similar button or mechanism) in order to proceed. By proceeding, the Subscriber, and the Delegated Administrator on behalf of the Subscriber, will be conclusively deemed to have accepted the updated terms and conditions.

## **General**

16. In this Agreement:

- a. words expressed in the singular include the plural and *vice versa*; and
- b. "including" is not intended to be limiting.

17. This Agreement, and any terms for which links are provided in this Agreement, is the entire agreement between the Subscriber and the Province with respect to the use of the Works.

18. If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be severed from this Agreement and all other provisions will remain in full force and effect.

19. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia and the applicable laws of Canada.

20. The Subscriber agrees to the exclusive jurisdiction and venue of the courts of the province of British Columbia, sitting in Victoria, for the hearing of any dispute arising from or related to this Agreement or its subject matter.