

ON-LINE SERVICES AGREEMENT TERMS

The following are the terms of the Parties' On-line Services Agreement. In obtaining on-line access to the City's tax information database, the Customer acknowledges and agrees that the following terms are the conditions of such access.

DEFINITIONS

1. In this document:
 - a. "Agreement" means On-line Services Agreement between the City and the Customer whereby the Customer gains on-line access to the City's tax information database;
 - b. "City" means the City of St. Albert, and where the context allows, its agents, employees and contractors;
 - c. "Customer" means the individual or business entity wishing to obtain on-line access to the City's tax information database, and shall include, where the context allows, the servants, employees, agents, invitees, and licensees of the Customer and all others over whom the Customer might reasonably be expected to exercise control;
 - d. "Information" means the on-line tax information and documents made available to the Customer in accordance with the Service Agreement;
 - e. "Parties" means both the City and the Customer; "Party" refers to either the City or the Customer; and
 - f. "Services" means the City's act of allowing on-line access to its tax information database, and providing the Customer with the Information contained therein.

BEST EFFORTS

2.
 - (1) The City will use its best efforts to ensure that all Information is accurate, however the Customer acknowledges and accepts that the Information:
 - i. may not be entirely accurate or complete; and
 - ii. upon being received by the Customer, may be corrupted by computer viruses or other such defects.
 - (2) The City will use its best efforts to ensure that the Information is provided in prompt fashion upon receiving the Customer's on-line request, however the Customer acknowledges and accepts that such Information may not be readily available due to technical failure or some other cause.

FEES AND DEPOSIT

3.
 - (1) In exchange for Services, the Customer shall pay fees to the City in accordance with the Tax Enquiry Schedule to the City's Master Rates Bylaw (as amended from time to time).
 - (2) In the event that changes are made to the fees payable under the City's Master Rates Bylaw, the City shall post an on-line notification of such changes, and such changes shall be made effective fourteen (14) days after such notice is posted.

- (3) Prior to the City's provision of Services, the Customer must deposit with the City a sum sufficient to cover ongoing fees as they accrue, and in the event that the deposit is at or near zero balance, the City may, in its sole discretion, suspend Services until such time as a further deposit is received.

TERM

4. The City will provide Services on an indefinite basis provided that the Customer complies with the terms and conditions referenced hereunder.

TERMINATION WITH NOTICE

5. (1) Notwithstanding any other term listed hereunder, either Party may terminate the Agreement by giving ten (10) days' notice to the other Party.
- (2) Upon termination of the Agreement under this section, to the extent that the City holds a deposit balance to the credit of the Contractor, the City shall refund the remaining deposit balance.

CITY'S LIABILITY

6. (1) The City shall not be liable or in any way responsible to the Customer in respect of any loss, injury or damage suffered by the Customer other than loss, injury or damage directly resulting from the City's grossly negligent conduct.
- (2) This section shall survive the termination or expiration of this Lease.

INDEMNITY

7. (1) The Customer shall at all times indemnify and save harmless the City against:
- (i) any and all losses, damages, demands, claims, liabilities, costs and expenses of every kind and nature, including lawyer's fees (on a solicitor and own client basis) that are reasonably incurred in the prosecution, defense or appeal of any action in respect of; or
- (ii) any payment made in good faith in settlement of any claim arising out of, occasioned by, or in any way related to,
- any acts or omissions of the Customer in the purported performance or non-performance of the Agreement.
- (2) If the City is required to take any action, incur any costs or expend any funds, howsoever arising in relation to the Agreement, the Customer shall, on demand, reimburse the City for all costs it so incurs, including legal fees on a solicitor and own client basis.
- (3) This section shall survive the termination or expiration of this Lease.

DEFAULT AND TERMINATION WITHOUT NOTICE

8. (1) If and whenever the Customer has breached or failed to comply with any terms or conditions of the Agreement, the City may, at its sole discretion and without notice to the Customer:
- a. suspend the Customer's rights until such time as the breach or failure to comply is rectified;
or
- b. terminate the Agreement and all corresponding rights of the Customer.

- (2) In the event that the Customer's rights under the Agreement are suspended or terminated in accordance with this section, the City is entitled to retain any remaining deposit amount (to the extent necessary to indemnify or compensate the City for any cost, loss or damage suffered or incurred by the City because of the Customer's breach).

REMEDIES AND WAIVER

9. (1) Any reference hereunder to a particular remedy of the City in respect of any default, breach or non-observance by the Customer shall not preclude the City from any other applicable remedy whether available at law, in equity or by statute.
- (2) No waiver by the City of any singular default, breach or non-observance shall operate as a waiver of the City's rights respecting any continuing or subsequent default, breach or non-observance.
- (2) No waiver shall be inferred from or implied by any failure of the City to enforce its rights in relation to any default, breach or non-observance by the Customer.

ASSIGNMENT

10. The Customer shall not assign any of its rights under the Agreement without the prior written consent of the City.

NOTICE

11. (1) Unless stated otherwise, any notice required hereunder shall be in writing and may be delivered:
- a. personally to the Customer's business address or to the City's address (both as referenced in the Agreement); or
- b. by registered mail to the Customer's mailing address or to the City's address (both as referenced in the Agreement), in which case notice shall be deemed to be served five (5) days after depositing the same in any post office in Alberta.
- (2) In the event of a postal service disruption, notice under subsection (1)(b) shall be deemed effective five (5) days following the resumption of normal mail service.

COLLATERAL REPRESENTATIONS AND AMENDMENTS

12. (1) The Agreement constitutes the entire agreement between the City and the Customer relating to the subject matter hereof, and neither Party is bound by any representations, warranties, promises, agreements or inducements not expressly embodied herein.
- (2) The Agreement may be amended only by written agreement as signed by the Parties.

SEVERABILITY

13. Should any term or condition of the Agreement be unenforceable in law, that term or condition shall be considered separate and severable from the remainder of the Agreement, which shall remain in force and be binding as though the unenforceable term or condition had not been included.

HEADINGS

14. The headings introducing the sections hereunder are for convenience of reference only, and shall not affect the interpretation of the same.

INTERPRETATION

15. The Agreement shall be construed and governed by the laws of the Province of Alberta.