



Annotated Assessment Act Subscription Form

Annotated Assessment Act (AAA) Subscription

The Annotated Assessment Act (AAA) subscription includes more than 800 case summaries of influential decisions that explain how the Assessment Review Board (ARB) and Courts have interpreted the *Assessment Act, Regulations*, and the *ARB Rules*. The AAA also includes the text of the *Assessment Act, Regulations*, and the *ARB Rules*. A table of contents sorted by legal issue and a table of concordance are also provided.

Single user subscriptions are available for \$600/year plus applicable taxes with a one year minimum commitment.

Use of the AAA by Customer shall be governed by the Terms and Conditions of Use appended below. Prices and minimum commitments are subject to change upon written notification from MPAC.

Registration (the "Customer")

Customer/Company Name

Business Address

Street

Province

City

Postal Code

Type of Business *(Please select only one)*

Accounting/
Consulting

Academic

Appraisal

Legal

Real Estate

Tax Consultant

Other

Contact Details

First & Last Name

Email Address (Your email address will also be your username.)

Job Title

Phone Number

Phone Ext.

Alternate Contact
(Optional)

Phone Number

Phone Ext.

Referred By *(Optional)*



**Annotated Assessment Act Subscription
Credit Card Withdrawal Payer Authorization**

Company Name	
Cardholder Name (as it appears on the card)	
Cardholder Address – Street	Province
City	Postal Code

Note: A member of our administrative team will contact you for credit card details. Please do not include your credit card number, expiry date or CVV (security code) on this form.

Terms of Authorization to Debit the Above Account

The Customer authorizes the Company to debit the above account for the subscription amounts billed at the close of each transaction for payments payable to the Company in respect of Municipal Property Assessment Corporation (the "Company"). Subscriptions will automatically renew at the end of each contract year after MPAC notification unless the Company receives written notification of Customer's intent to cancel no later than 30 days prior to the next contract year.

Prices are subject to change upon notification by MPAC.

Debits are made via a secured Verisign server. Verisign is not required to verify that any debits drawn by the Company are in accordance with this Authorization or the agreement made between the Customer and the Company.

It is acknowledged that in order to revoke this Authorization the Customer must provide written notice to the Company. This Authorization may be cancelled at any time upon written notice by the Customer to the Company. This Authorization applies only to a method of payment and cancellation of this Authorization does not mean that the Customer's contractual obligations to the Company are ended.

The Customer will notify the Company promptly in writing if there is any change in the above account information.

Any delivery of this Authorization to the Company constitutes delivery by the Customer to Verisign and your Financial Institution. It is warranted by the Customer that all persons whose signatures are required to sign on the above account have signed this Authorization. The Customer acknowledges receipt of a signed copy of this Authorization.

Signature(s) or Authorized Signature(s) of Account Holder(s)

Date

Signature(s) or Authorized Signature(s) of Account Holder(s)

Date



Terms and Conditions of Use

These Terms and Conditions of Use (the "Terms and Conditions") govern your access to the Municipal Property Assessment Corporation ("MPAC") Annotated Assessment Act online service (the "Site") and the Annotated Assessment Act publication (the "Products") made available to you on the Site. By clicking on the "I accept" button and accessing the Site and the Products, you agree to be bound by these Terms and Conditions. In these Terms and Conditions, "Customer" and "you" means the user of the Site.

Licence

1. On payment of the fees prescribed by MPAC plus applicable taxes, MPAC grants you a non-exclusive and non-transferable right to view the Products and the Site solely for your own individual internal business research purposes, provided that you comply with these Terms and Conditions. Furthermore, you may store, print, display or share a single copy of de minimis amounts of the Products on an incidental, infrequent basis within your organization during the Term.
2. Other uses of the Products and the Site are expressly prohibited.

Login Username and Passwords

3. Where any login username and password is assigned to you, such login and password can only be used, and access to the Site will be only by, you and no other person. You are responsible for (a) maintaining the confidentiality of your username and password; and (b) all activities that occur under your username and password. MPAC may disable your username and password immediately with notice to you at any time.
4. You will (a) immediately notify MPAC of any unauthorized use of your login username or password or any other breach of security; and (b) ensure that you exit from your account at the end of each session. MPAC and its Suppliers will not be liable for any loss or damage arising from your failure to comply with Sections 3 and 4.

Restrictions on Use of Products

5. Except as specifically permitted in these Terms and Conditions, you will not transfer, sell, lend, trade, pledge, sub-license, assign, lease, disseminate, disclose or otherwise dispose of Products or any copy or printout of Products, or any part thereof, in any form, to any other person or entity, including affiliates or subsidiaries.
6. You will not, in any way, modify, disassemble, reverse engineer, adapt or otherwise tamper with Products, nor will you "screen scrape" Products or, except as specifically permitted in these Terms and Conditions, incorporate Products into anything to be used by another person or entity.
7. You will not, either directly or indirectly, engage in data mining or use Products to build a database or competing work for re-use or re-sale, whether or not such work is intended to or does, in fact, compete with Products or other MPAC publications.
8. Except as specifically permitted in these Terms and Conditions, you will not transfer, license, sublicense, sell, assign or otherwise transfer your respective rights in and to any data and reports created by you through the use, reproduction, adaptation, translation and conversion of any Products ("**Derivative Products**"), (including custom works normally created for customers as part of your professional services to customers), except as expressly permitted in these Terms and Conditions.
9. Except as specifically permitted in these Terms and Conditions, you will not post Products or Derivative Products on any publicly accessible network including the internet or as part of any open data initiative, or any network which does not have secure access by authorized users only.
10. You will not remove, alter or otherwise change markings on Products relating to use or distribution of Products or to intellectual property and proprietary rights of MPAC and its suppliers ("Suppliers").
11. You will ensure that Product is secure from unauthorized access at all times.

Confidential Information

12. You acknowledge and agree that: (a) Products contain confidential technical and commercial information; (b) copyright, trade secret rights and other intellectual property and proprietary rights reside in Products; (c) MPAC and its Suppliers hold copyright and other intellectual and proprietary rights in Products and all right, title and interest in and to the Products will at all times be vested in and remain the property of MPAC and its Suppliers, and you will at all times treat the Products as intellectual property and proprietary materials of MPAC and its Suppliers; (d) no change made to Products, however extensive, shall affect or negate the right, title and interest of MPAC and its Suppliers in and to the Products; (e) no ownership rights in and to the Products are transferred to you; and (f) MPAC reserves any and all copyright, trade secret, intellectual property and proprietary rights not expressly granted in these Terms and Conditions. You agree not to



challenge MPAC and its Supplier's intellectual property and proprietary rights in the Products.

13. You acknowledge that: (a) unauthorized disclosure of Products could reasonably be expected to significantly irreparably damage and injure MPAC and its Suppliers, injure and prejudice the competitive position of MPAC and its Suppliers and, absent any final decision or order of any competent court or tribunal, you will not disclose Products to any other person without MPAC's prior written consent; and (b) you will give, where possible, at least three business days' notice to MPAC of the possibility of any such order or decision and will cooperate with MPAC and its Suppliers in respect thereto. You consent to an interim or final injunction restraining you from breaching and requiring compliance with these terms without a requirement that a finding of irreparable harm is requirement for awarding injunctive relief.

Disclaimer

14. You acknowledge that: (a) MPAC provides Products on an "as is" and "where available" basis and MPAC and its Suppliers make no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for your purpose or intent to provide updates, fixes, maintenance or support; (b) MPAC and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights (including intellectual property rights) or those arising by law or by usage of trade or course of dealing; and (c) all risk as to the results and performance of Products is assumed by you.
15. MPAC and its Suppliers make no representation, warranty or condition that: (a) the Site is compatible with your equipment or software, (b) the Site will be secure, continuously available or will function without interruption, (c) the Site will be error-free or that errors will be corrected, (d) the Site will be free of viruses or other destructive or disruptive components, or (e) use of the Site will not infringe the rights (including intellectual property or proprietary rights) of any third party.

Liability

16. To the maximum extent permitted by applicable law, MPAC and its Suppliers will not be liable to you or any other person for any loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if MPAC or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party. Such limitation of liability will apply whether or not liability results from a breach of a fundamental term or condition, or a fundamental breach of these Terms and Conditions, arising from use of the Products, the Site or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions.
17. To the maximum extent permitted by applicable law, you will indemnify and hold harmless MPAC and its Suppliers and their respective officers, directors, employees and representatives from and against any and all claims, actions, damages or losses which may be alleged against MPAC and its Suppliers in respect of any breach of these Terms and Conditions and use of Products by you, anyone for whom you are responsible and any third party access to or operation of the Site authorized by you or using your password, including end users of reports for use in real estate fee appraisals and related fee appraisal activities. You will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. MPAC reserves the right, in its sole discretion, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defence of any claim.
18. Sections 16 and 17 will survive the termination or expiration of these Terms and Conditions.

General

19. You will comply with all applicable laws with or relating to Products.
20. You acknowledge that MPAC may, from time to time and without notice to you, amend these Terms and Conditions, and you agree to be bound by those Terms and Conditions prevailing at the time you obtain Products from MPAC. MPAC will post the prevailing Terms and Conditions on the Site and it is your sole responsibility to inform yourself of such prevailing Terms and Conditions by accessing the appropriate tab on the Site.
21. MPAC reserves the right to further restrict your use of Products, or to terminate these Terms and Conditions immediately where, in MPAC's sole discretion, you are in breach of these Terms and Conditions, if MPAC believes that Products are being used for deceptive, misleading, illegal or unethical purposes, any of MPAC's suppliers of data that is incorporated into, or used to derive, Products, in whole or in part, ceases to supply or suspends the supply of, such data to MPAC, or otherwise prevents MPAC from supplying Products, in whole or in part, to Customer, or MPAC is prevented by applicable laws from complying with this Agreement, in whole or in part.
22. You will destroy Products (including, if applicable, by purging your computer systems) when Products are no longer required for the purposes set out in these Terms and Conditions, and to provide written confirmation of such destruction upon MPAC's request.
23. These Terms and Conditions are not assignable, in whole or in part, by you, without the prior written consent of MPAC.



Annotated Assessment Act Subscription Form

24. These Terms and Conditions shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, and you agree to attorn to the jurisdiction of the courts of Ontario for the resolution of any dispute hereunder.

Customer/Company Name

**Terms and Conditions of Use Acknowledgement – Signature(s) or
Authorized Signature(s)** **Date**

Please ensure the following sections have been completed and forward as indicated:

1. Customer Details
2. Credit Card Withdrawal Payer Authorization
3. Terms and Conditions of Use Acknowledgement

Forward to:
Attention: Business Development
Suite 100, 1340 Pickering Pkwy
Pickering, ON L1V 0C4
propertyline@mpac.ca