

LDRC/QUEEN'S BENCH PORTAL ACCESS
LAWYER SUBSCRIPTION AGREEMENT

Between:

LEGAL DATA RESOURCES (MANITOBA) CORPORATION ("LDRC")

– and –

(the "**Law Firm/Department**")

– and –

(the "**Lawyer**")

1. Purpose

This Subscription Agreement contains the terms and conditions under which the Law Firm/Department and the Lawyer may access and use the secure web portal created and hosted by LDRC for the electronic filing of documents (the "Portal") with the Court of Queen's Bench of Manitoba (the "Court").

2. Personal and Employment Information

- 2.1. The Law Firm/Department and the Lawyer understand and acknowledge that access to the Portal is not anonymous, that access and activity on the Portal is logged and may be audited, and that the Court or LDRC may direct inquiries to either of them regarding their filing and other activities on the Portal.
- 2.2. The Lawyer and the Law Firm/Department attest that the information submitted on the Lawyer's Portal Access Application Form is true and complete. They agree to notify LDRC promptly of any change in that information. They acknowledge and agree that the information, as updated or corrected from time to time, may be disclosed by LDRC to the Registrar of the Court for review as registration authority for the Portal, and to the Law Society of Manitoba ("LSM") as regulator of the Law Firm/Department's and the Lawyer's activities.

3. Lawyer's use of Portal

- 3.1. The Lawyer understands that accessing the Portal requires the Lawyer to use his or her User ID and password. The Lawyer agrees to keep his or her password secure and not to share it with anyone.
- 3.2. The Lawyer may submit documents using the Portal for e-filing with the Court. The Lawyer understands that each document or set of documents must be accompanied by a completed e-Filing Form that lists the documents being submitted and bears the LDRC-Entrust digital signature of the Lawyer or another lawyer in the Law Firm/Department (an "Authenticating Signature") who is

assisting with the file. If a document or document set is not accompanied by the required e-Filing Form containing an Authenticating Signature, it may be rejected by the Court and the Court's document rejection fee may apply.

3.3. The parties understand that the User ID issued to the Lawyer under this agreement is associated with the Law Firm/Department. They understand that any person with a User ID associated with the Law Firm/Department may:

(a) submit documents to the Portal for e-Filing with the Court and, by doing so, incur filing fees on behalf of the Law Firm/Department; and

(b) access the documents submitted by anyone else whose User ID is associated with the Law Firm/Department and monitor the e-Filing status of those documents.

3.4. The parties acknowledge and agree that LDRC may add features to, or remove features from, the Portal and that the Court may, by notice to the legal profession, modify e-Filing procedures or impose conditions or restrictions on the use of the Portal or broaden the scope of matters for which e-Filing will be accepted. To the extent that any such changes limit or broaden the scope of the Lawyer's use of the Portal, they are deemed to be included as part of this agreement.

3.5. The Lawyer agrees not to reproduce, abuse, tamper with, alter, destroy, modify, reverse engineer or decompile the Portal or the software underlying the Portal, or to attempt to by-pass the permissions, or to access internal court data or other data submitted by or on behalf of another law firm. The Lawyer also agrees that the Lawyer's User ID is to be used only for authorized e-Filing activities with the Court and related activities.

4. Fees

4.1. The parties agree that no fee is payable for the issuance of a User ID to the Lawyer under this agreement.

4.2. The Law Firm/Department agrees that it will pay to LDRC, upon being invoiced, the filing fees incurred by anyone using the User ID issued to the Lawyer under this Agreement except where LDRC is requested, in accordance with this agreement, to revoke the User ID, in which case such responsibility will end two business days after such a request is made. These fees include the Court's prescribed filing fee (which the Court bills to LDRC) as well as an LDRC transaction fee, initially set at \$4.50, for each document (not including the e-Filing Form) filed.

5. Revocation of User ID

5.1. The Law Firm/Department must ensure that an immediate request is made to LDRC to revoke the Lawyer's User ID if

(a) for any reason, the Law Firm/Department or the Lawyer revokes the Lawyer authorization to use the User ID on behalf of the Law Firm/Department;

(b) the Lawyer ceases to be associated with the Law Firm/Department or to be entitled to practice law, unless another lawyer associated with the Law

Firm/Department agrees to take the place of the Lawyer under this agreement and notifies LDRC accordingly; or

- (c) it comes to the attention of anyone in the Law Firm/Department that the Lawyer's password is, or is suspected to have been, compromised, or is insecure in any way.

The Law Firm/Department may also request LDRC to revoke the Lawyer's User ID at any time and for any reason.

5.2. LDRC agrees to revoke the Lawyer's User ID within 2 business days after receiving a request made under section 5.1. The Law Firm/Department will not be charged for any electronic transactions using the Lawyer's User ID that are effected more than 2 business days after the time of the notice.

5.3. The Lawyer acknowledges that LDRC may revoke a User ID if

- (a) any of the information in the Lawyer's Portal Access Application changes;
- (b) LDRC or LSM knows, or suspects that, the Lawyer's password has been compromised or become insecure;
- (c) the Law Firm/Department or the Lawyer fails to comply with this agreement;
- (d) the Law Firm/Department fails to pay any filing fees incurred on its behalf by any person using the Lawyer's User ID or by anyone else whose User ID is associated with the Law Firm/Department under another subscription agreement; or
- (e) the Court deems the revocation to be necessary for any reason.

5.4. LDRC agrees to notify the Law Firm/Department and the Lawyer of the revocation of the Lawyer's User ID promptly after it has occurred.

5.5. After the Lawyer's User ID is revoked, the Lawyer may request a new User ID, but LDRC is under no obligation to issue one.

6. Supersedes any other Agreement

This agreement forms the entire and sole agreement between LDRC, the Law Firm/Department and the Lawyer with respect to the subject matter of this agreement, and supersedes all verbal communications or other documents or agreements (whether written or oral) relating to it.

7. Physical Identification and Law Firm/Department Employment

LDRC will only issue a User ID after the Lawyer has first obtained an LDRC Entrust digital signature (the "Digital Signature" used to "Digitally Sign") and also requires certain documentation with the Lawyer's Digital Signature inserted, to satisfy itself and the Court that the party receiving the User ID is the Lawyer, and that the Lawyer is a person employed by the Law Firm/Department and entitled to file documents with the Court. LDRC may take steps to physically identify the Lawyer or the computer or computers used by the Lawyer before issuing a User ID to the Lawyer.

8. General

The Law Firm/Department and the Lawyer acknowledge and agree to the following:

- (a) During the term of this Subscriber agreement and thereafter, LDRC will not be liable for any outage of the Portal nor responsible for data, for loss of data, corruption of data or any other content related issue nor shall it be required to indemnify the Law Firm/Department or the Lawyer for any claim or liability of any third party in respect of any such events.
- (b) Any provision of the agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from the agreement, and all other provisions shall remain in full force and effect;
- (c) The agreement may not be assigned;
- (d) The agreement may be amended in writing from time to time. The Lawyer and the Law Firm/Department shall be notified of any amendments to the agreement and these amendments shall also be published on LDRC's web site (www.ldrc.org). The Lawyer and the Law Firm/Department are deemed to accept all amendments to the agreement unless the Lawyer or the Law Firm/Department notifies LDRC otherwise, and terminates the Subscription Agreement, within thirty (30) days.

9. Term of Agreement

This agreement comes into force once the Lawyer's Portal Access Application has been Digitally Signed by the Lawyer and signed by the Law Firm/Department and accepted by LDRC. The obligation to issue a User ID will arise upon completion of any review required by the Court. The agreement will remain in force until it is terminated by one of the parties. The parties may terminate the agreement at any time by sending notice to the other party. LDRC may terminate the agreement without notice if the Lawyer or the Law Firm/Department fails to comply with any obligations under the agreement, including the obligation to pay fees. If the agreement is terminated, LDRC will revoke the User ID issued to the Lawyer and may do so without notice.

10. Dispute Resolution and Governing Law

If there is any dispute between LDRC or the Lawyer or the Law Firm/Department, the parties will attempt to resolve the dispute amicably. The agreement shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada, exclusive of conflicts-of-law principles. Any dispute which LDRC believes it is unable to resolve may be referred to the LSM, which will then direct the parties to arbitration or another acceptable form of dispute resolution.

11. Notice

Unless specified otherwise, where the agreement calls for notice by either party, the notice to either the Lawyer or the Law Firm/Department to LDRC may be given by hand, by mail, by courier, by facsimile, or by electronic mail. Any notice shall be considered to have been received on the third business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile or electronic mail.

Unless otherwise specified, any notice from LDRC shall be given to the Lawyer at the address set out in the Lawyer's Portal Access Application or in a subsequent notice of change of address. Notice shall be given to LDRC in one of the following three ways:

- (a) By mail to the following address:

Legal Data Resources (Manitoba) Corporation
Attn: Administrator
102 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5

- (b) By fax at (204) 949-0770
- (c) By email to admin@ldrc.net



LDRC/ Queen's Bench Portal LAWYER APPLICATION		
Type of Operating System and Browser OS: _____ Browser: _____		<input type="checkbox"/> New application <input type="checkbox"/> Update or correction
Lawyer's Name		
Email Address		Work Telephone No.
LAW FIRM/DEPARTMENT/ORGANIZATION		
Business Address		
City	Province	Postal Code
LAW FIRM/DEPARTMENT ADMINISTRATIVE CONTACT (<i>Contact will receive billing at Email address</i>)		
Contact Name		
Work Telephone No.		Email Address
<p>The Lawyer and the Law Firm/Department respectively acknowledge that we have read, understood and agree to comply with, the terms and conditions in the Subscriber Agreement, and confirm that the information provided is true and complete. The Lawyer and the Law Firm/Department have agreed to be identified according to this agreement and the Lawyer and the Law Firm/Department respectively have read the Agreement and each is aware of his or her or its responsibilities.</p>		
LAWYER DIGITAL SIGNATURE (<i>Must be signed with Entrust signature</i>)		Date