

**LEGAL DATA RESOURCES (MANITOBA) CORPORATION
CITY OF WINNIPEG ONLINE TAX DATABASE SUBSCRIPTION FORM**

Upon confirmation of acceptance of this subscription by Legal Data Resources (Manitoba) Corporation ("LDRC"), the undersigned hereby agrees to subscribe for data access services as listed below. In consideration of the acceptance of this subscription, the undersigned will pay the subscriber fee set out in Schedule below.

The undersigned hereby subscribes for the following database:

The City of Winnipeg Electronic Assessment and Tax Roll

User ID

The undersigned wishes to have the following User ID or ID's:

Number of User ID's Required: _____ **(enter 0-99)**

(On a separate sheet, list all user accounts required including full name, email address and direct phone number)

The undersigned agrees to notify LDRC in writing of any changes to authorized users in their organization.

Charges

The undersigned agrees to pay those charges set out in each schedule as the fees payable in respect of each service offering as described below. It is acknowledged that the service offerings are subject to increases in fees.

In addition to the charges related to provision of the individual service by the individual departments, the undersigned agrees to pay the resource charge of The City of Winnipeg for computer usage, and the service fees of LDRC.

It is acknowledged that LDRC is a not-for-profit corporation established by The Law Society of Manitoba for the purpose of providing government database services to members of the legal profession (and others in the discretion of LDRC), and that the undersigned shall be entitled to be advised of the costs and cost recoveries of LDRC upon reasonable notice from time to time. LDRC also undertakes to exercise its best efforts to ensure that the services described herein and other potential services set out below are provided at the lowest charges possible.

Support

LDRC undertakes to provide a support facility to the undersigned which will be obtainable by phoning the LDRC at(204) 984-9840 or toll free:1-800-463-4816. Support is also available by e-mail at admin@ldrc.net

Additional Services

LDRC may provide additional civic databases to LDRC clients. In such event, LDRC will provide notice of the availability of such databases together with the cost of accessing such databases to LDRC clients as far in advance as possible.

Confidentiality and Privacy

The parties acknowledge that information supplied pursuant to this contract may be subject to privacy protocols developed by The City of Winnipeg and/or LDRC, as the same are developed and amended from time to time. Any privacy protocols of LDRC will be available through the LDRC web site. The undersigned agrees that in the event of any change in any such protocol which has the effect of preventing LDRC from granting the undersigned partial or complete access to information with respect to either specific databases or all databases, or in the event of the breach of a protocol by the undersigned, LDRC shall be entitled to discontinue service to the undersigned, as applicable, without such discontinuance of service constituting a breach of this contract by LDRC.

Use of the services requires the undersigned to provide basic identification information to LDRC to protect the integrity of the service and satisfy LDRC's contractual obligations. Identification information provided to permit use of the services is also provided to The City of Winnipeg to the extent necessary to support the proper functioning of the services. The undersigned therefore expressly consents to the collection, use and disclosure of personally identifiable information provided to LDRC for the purposes of providing the requested services to the undersigned, for related billing and account management services and to respond to requests for support.

LDRC protects personal information against unauthorized access through use of User ID numbers, password controls, its access to log information only, and through other generally accepted security measures. However, LDRC cannot guarantee that unauthorized third parties will not be able to defeat such security measures with respect to the limited data LDRC is required to store.

The undersigned further acknowledges that any information provided to LDRC or the City of Winnipeg pursuant to this contract or the parties' performance under it may be released if required by *The Freedom of Information and Protection of Privacy Act* (Manitoba) ("FIPPA") including City of Winnipeg FIPPA protocols, or by any other law.

Term

This contract shall operate for a term of three (3) years, subject to earlier termination as set out in this contract. This contract may be terminated upon three (3) months' notice from the undersigned. The undersigned also agrees that service may be discontinued in the event the undersigned fails to pay any outstanding invoice for more than a period of forty-five (45) days and that service with respect to each individual database may be terminated by LDRC:

- a) upon the termination of service as a result of the direction of the relevant authority of the relevant department or The City of Winnipeg directing that such service be terminated;
- b) in the event that the undersigned fails to pay any outstanding invoice charges relating to that individual database for more than a period of forty-five (45) days;
- c) in the event that any technical problem arises for a period of longer than fifteen (15) days without correction, which technical problem prevents the service from being provided and which technical problem cannot be eliminated within a reasonably foreseeable time;
- d) in the event of any act of God, labour dispute, or other event beyond the control of LDRC which interrupts service for a period of more than 180 days.
- e) in the event of a breach of any confidentiality or privacy protocol as set out above.

The undersigned also acknowledges that residual charges may not be received for up to 4 months after service is terminated, and that such charges will be payable on receipt of an invoice for them.

Conditions For Use of The City of Winnipeg Facilities

As a condition for use of the LDRC facility and access to government computer-stored data, the subscriber undertakes **not** to:

- Permit any person to use their userid;
- Divulge, share or compromise their password;

- Use any other LDRC Clients' or another party's userid;
- Attempt to access or modify the datasets, data or programs of any government department, The City of Winnipeg, LDRC or another user;
- Enable any user to access datasets belonging to a third party;
- Use the facility for activities different from those for which access was granted;
- Develop or use programs or create situations which adversely impact computer services to other LDRC clients or other users;
- Make unauthorized copies of data or proprietary software; reveal details of any checking, editing, validating, balancing or security mechanisms included in hardware or software, to any unauthorized persons;
- Test or attempt to compromise security related to the facility;
- Take any action which might reasonably be construed as injurious or detrimental to the interests of any other users or to the facility;
- Repackage for resale any data retrieved from any City of Winnipeg database.

In the event that LDRC or The City of Winnipeg becomes aware of any abuse listed previously, it may discontinue service without notice. The subscriber may appeal such discontinuance to LDRC but LDRC shall be under no obligation to restore service. Service is provided on an “as-is” basis and no assurance is given by LDRC of the accuracy of any information or its timeliness.

Interest

The undersigned agrees to pay interest on all unpaid balances after thirty (30) days at the rate charged to LDRC by The City of Winnipeg and the relevant departments or in the absence of any such reference, the rate charged to LDRC by its banker.

Service Availability

All service availability is subject to continuing supply of the service by the relevant department and The City of Winnipeg.

Communication Method

The subscriber will be issued a userid/userids to access the database.

Governing Law

This contract shall be governed by the Laws of the Province of Manitoba.

Successors and Assigns

This contract is binding on the successors and assigns of the subscriber. The subscriber shall not, however, have any right to assign this contract or to sell any individual portion of the service without the consent in writing of LDRC.

Signatures

This subscription form has been duly executed by the subscriber
and LDRC on this date: _____

Signature: _____

Subscriber's Name:

Address:

City, Prov. & Postal Code:

Phone Number:

Email Address:

LDRC hereby confirms acceptance of the above Subscription on this date: _____

LEGAL DATA RESOURCES (MANITOBA) CORPORATION

Per: _____

**CITY OF WINNIPEG - ELECTRONIC ASSESSMENT AND
TAX ROLL SCHEDULE OF RATES - JANUARY 1, 2023**

Search of a Roll Number	\$23.75
Provision of a Tax Certificate	\$47.00

These rates are exclusive of applicable taxes.