

## Form 1

# APPLICATION FOR AUTHORIZATION TO SUBMIT DOCUMENTS FOR REGISTRATION IN THE ELECTRONIC LAND REGISTRATION SYSTEM

for Applicants that are NOT Government Bodies  
(For Government Bodies use Form 1A)

All forms relating to the authorization to submit documents for registration in the electronic land registration system, including the Registration Agreement and the Application Guide, can be found [here](#).

~ All applicants must complete **Part One: Application** and **Part Two: Electronic Land Registration Agreement** ~

## PART ONE: APPLICATION

The applicant provides the following information and documentation in support of this application to the Director of Land Registration ("Director"), for authorization to submit documents for registration in the electronic land registration system ("ELRS"), pursuant to the *LAND REGISTRATION REFORM ACT*, R.S.O. 1990, c. L.4.

**TERAVIEW ACCOUNT HOLDER: (the applicant)** the individual, firm, sole proprietorship, partnership, limited liability partnership, corporation, professional corporation or multi-discipline practice that is a **Teraview Account Holder**.

Teraview Account Holder:	
Teraview Account #:	

For Teraview Account Holders with more than one account number, please list all numbers on the attached Schedule (see Application Guide for details)

### Check One:

<input type="checkbox"/>	This is a new application for the Director's authorization, OR
<input type="checkbox"/>	This is an application for re-authorization based on a change in the Teraview Account Holder that results in a new entity

## CONSENT

The information and documentation provided in this form are collected under the authority of the *Land Registration Reform Act* and will be used to administer the authorization to submit documents for registration in the electronic land registration system. The Teraview Account Holder consents to the collection, use and disclosure of the information and documentation as more particularly set out in Section 4.1 of the Electronic Land Registration Agreement. If you have any questions about the collection of information with this form, please contact: the Director of Land Registration, ServiceOntario, 20 Dundas Street West, 4<sup>th</sup> Floor, Toronto, ON M5G 2C2, 416-314-3138 or 1-866-262-8135.

## IDENTIFICATION

### TERAVIEW ACCOUNT HOLDER ADDRESS:

Address			
Address 2			
Phone #	Alternate Phone #	Fax #	
Email			

**TERAVIEW ACCOUNT HOLDER REPRESENTATIVE:** the individual authorized by the TERAVIEW ACCOUNT HOLDER to execute and administer this Application & Registration Agreement.

*Note: Teraview Account Holders who are individuals (sole practitioners) are not required to appoint an Account Holder Representative*

Full Legal Name			
Relationship to TERAVIEW ACCOUNT HOLDER (i.e. Director, partner, employee) and title, if applicable			
Phone #	Fax #		
Email			

If you have questions regarding this form please contact ServiceOntario at (416) 314-3138 or 1-866-262-8135

Forms can be submitted by email or mail (please see page 13 for details)



**PERSONAL IDENTIFICATION:** Individual (sole practitioner) applicants, or individuals who are Teraview Account Holder Representatives, must present two pieces of current, valid government-issued identification, one piece from each of the following lists (or two pieces from the primary list if no secondary I.D. is available):

Primary - PHOTO I.D.	Secondary I.D.
Driver's Licence Government Employment Card Military Employment Card Age of Majority Card Canadian Citizenship Card Indian Status Card Passport Permanent Resident Card Canadian Firearms Card Ontario Photo Card  <i>Health cards, credit cards, and Law Society Membership cards are not acceptable for I.D. purposes</i>	Birth Certificate Hunting Licence Fishing Licence Outdoors Card Immigration Papers

Where the Teraview Account Holder Representative is submitting this form by **mail**, include an original notarial certificate with colour photocopies of the I.D.

If submitted by **email**, colour scanned images of this Form, the notarial certificate and notarized I.D. must be included.

INSERT THE IDENTIFICATION INFORMATION HERE:

**Primary I.D. type & number:** \_\_\_\_\_

**Secondary I.D. type & number:** \_\_\_\_\_

IF THE TERAVIEW ACCOUNT HOLDER REPRESENTATIVE'S NAME APPEARS DIFFERENTLY ON THE TWO PIECES OF IDENTIFICATION (as a result of marriage or other name change) PLEASE PROVIDE AN EXPLANATION:

---



---

**CORPORATE IDENTIFICATION (if applicable):**

**Corporation #:** \_\_\_\_\_ **Date of Incorporation, Amalgamation, etc.:** \_\_\_\_\_

➤ **ATTACH Notarial OR government-certified copy of:**

- Letters Patent or Articles of Incorporation & Certificate of Incorporation;
- Articles of Amalgamation & Certificate of Amalgamation;

**OR**

- Articles of Continuance & Certificate of Continuance, and Articles of Amendment & Certificate of Amendment, if any.

➤ **FOR Professional Corporations: ALSO attach notarial copy of the current, valid Certificate of Authorization, OR a copy certified by the issuing organization.**

➤ **Financial Institutions may provide a Certificate of Status OR Certificate of Compliance in lieu of the documents above.**

**RETENTION OF DOCUMENTATION:**

Photocopies of personal identification, and all other documents provided with this Application, will be kept securely on file for the term of the Agreement, including any renewal thereof, and for a period of six years following termination or expiry of the Agreement, for the purpose of enforcing the Registration Agreement and the relevant legislation, and for the investigation of any suspicions of fraudulent registrations committed under the Applicant's account. PLEASE SEE THE CONSENT SECTION IN THE AGREEMENT AT PAGE 10 TO THIS FORM, AND THE APPLICATION GUIDE.

# FINANCIAL RESOURCES, GOOD CHARACTER & ACCOUNTABILITY

## CATEGORY A – REGULATED PROFESSIONAL SOLE PRACTITIONERS AND REGULATED FINANCIAL INSTITUTIONS

TERAVIEW ACCOUNT HOLDERS WHO ARE INDIVIDUALS, AND MEMBERS OF A REGULATED ORGANIZATION THAT REQUIRES ITS MEMBERS TO MAINTAIN PRACTICE INSURANCE WITH FRAUD COVERAGE UNLESS EXEMPTED BY THE ORGANIZATION, OR ARE FINANCIAL INSTITUTIONS THAT ARE STATUTORILY REQUIRED TO MAINTAIN MINIMUM LEVELS OF CAPITAL, AND HAVE STANDARDS OF PRACTICE, A CODE OF ETHICS OR A CODE OF PROFESSIONAL CONDUCT UNDER WHICH THE ACCOUNT HOLDER'S CONDUCT IS SUPERVISED, REGULATED, AND CAN BE SUBJECT TO DISCIPLINARY ACTION - CHECK THE APPLICABLE BOX BELOW

### REGULATED PROFESSIONALS – SOLE PRACTITIONERS

- *If the Teraview Account Holder is not a sole practitioner, but carries on business as a law firm, surveying company or firm, real estate agency or brokerage or mortgage brokerage apply under Category B*
- *If the Teraview Account Holder is a regulated professional or institution other than those listed below apply under Category C*
- *In-house counsel employed by a business corporation or other entity that does not meet the definition in Category B must apply under Category D*

CHECK ONE AND INSERT MEMBERSHIP/LICENCE NUMBER IF ANY

<input type="checkbox"/>	<b>LAWYER</b> – licensed and regulated by the Law Society of Upper Canada under the <i>Law Society Act</i> , and carrying mandatory professional liability insurance, including the coverage required for the practice of real estate law in Ontario.	
<input type="checkbox"/>	<b>ONTARIO LAND SURVEYOR</b> , licensed and regulated under the <i>Surveyors Act</i> by the Association of Ontario Land Surveyors	
<input type="checkbox"/>	<b>REAL ESTATE AGENT OR BROKER</b> , licenced and regulated under the <i>Real Estate and Business Brokers Act, 2002</i> ; registered with and regulated by the Real Estate Council of Ontario	
<input type="checkbox"/>	<b>MORTGAGE BROKER</b> , licenced and regulated under the <i>Mortgage Brokers Act</i> by the Financial Services Commission of Ontario	

### OR REGULATED FINANCIAL INSTITUTIONS

CHECK ONE:

<input type="checkbox"/>	FEDERALLY REGULATED BANK, regulated under the <i>Bank Act</i>
<input type="checkbox"/>	FEDERALLY REGULATED TRUST AND LOAN COMPANY, regulated under the <i>Trust and Loan Companies Act</i>
<input type="checkbox"/>	FEDERALLY REGULATED INSURANCE COMPANY, regulated under the <i>Insurance Companies Act</i>
<input type="checkbox"/>	INSURANCE COMPANY, regulated under <i>the Insurance Act</i> (Ontario)
<input type="checkbox"/>	ONTARIO CREDIT UNION/CAISSE POPULAIRE, regulated under the <i>Credit Unions and Caisses Populaires Act</i> (Ontario)
<input type="checkbox"/>	LOAN & TRUST COMPANY, regulated under the <i>Loan and Trust Corporations Act</i> (Ontario)



## CATEGORY C

**TERAVIEW ACCOUNT HOLDER THAT IS A MEMBER OF A REGULATED ORGANIZATION NOT LISTED IN CATEGORY A, AND IS NOT A FIRM OR COMPANY THAT MEETS THE REQUIREMENTS OF CATEGORY B, BUT which has standards of practice, a code of ethics or a code of professional conduct under which the Teraview Account Holder's (or User's) conduct is supervised, regulated & can be subject to disciplinary action:**

*NOTE: Applicants are advised to contact ServiceOntario in advance to discuss whether the regulated organization in which they are a member is one which is acceptable to the Director for the purposes of authorization; and to discuss the evidence they wish to submit, to ensure it is sufficient.*

REGULATED ORGANIZATION NAME & ADDRESS:
REGULATING STATUTE:
MEMBERSHIP NUMBER:

<b>FINANCIAL RESOURCES – CHECK ONE:</b>	
<input type="checkbox"/>	<p>The Teraview Account Holder is required by its regulated organization or by statute to maintain insurance issued by an insurer with a secure A.M. Best rating of B+ or better, with liability coverage for errors and omissions including coverage for the registration of documents in the electronic land registration system, in the amount of not less than five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) in the annual aggregate</p> <p><b>ATTACH CERTIFICATE OF INSURANCE</b></p>
<input type="checkbox"/>	<p>INSURANCE COMPANY NAME AND POLICY No.:</p>
<input type="checkbox"/>	<p>Other evidence of financial resources acceptable to the Director (eg. Statutory requirements for minimum capital, letter of credit the amount of \$1,000,000.00 on terms and conditions agreed upon between the Teraview Account Holder and its financial institution</p> <p><i>NOTE: It is recommended that Applicants contact ServiceOntario to discuss any form of financial resources that is not an insurance policy</i></p>
OTHER RELEVANT DETAILS:	

# CATEGORY D

## TERAVIEW ACCOUNT HOLDERS THAT DO NOT MEET THE DEFINITIONS IN SECTIONS A, B, OR C:

**EXAMPLES:** *A sole proprietorship that is not carrying on business in a regulated profession listed in Category A, example: conveyancer  
A business corporation that is not a professional corporation formed by regulated professionals as in Category B*

### A: Financial Resources

1. The Teraview Account Holder has insurance issued by an insurer with a secure A.M. Best rating of B+ or better, with liability coverage for errors and omissions including coverage for the registration of documents in the electronic land registration system, in the amount of not less than five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) in the annual aggregate - ATTACH CERTIFICATE OF INSURANCE; AND
2. **Complete the Indemnification Agreement on the next page.**

(Other forms of financial evidence may be accepted but must be comparable to the insurance requirements listed above. (E.g.: statutory requirements for minimum capital or a letter of credit in the amount of \$1,000,000.00). Please contact ServiceOntario if you have any questions regarding evidence of financial resource).

### B: Good Character/ Accountability:

Complete the following three items for the Teraview Account Holder AND, if the Teraview Account Holder is not an individual/sole proprietor, complete these items for the Teraview Account Holder Representative as well unless the Representative is a member of a regulated organization listed in Category A. (Please refer to the Application Guide if you are not sure that this section applies)

#### 1. Declaration: In the box below please identify whether there are

- a) Unresolved charges and/or convictions received in relation to the offence provisions of **federal statutes** including, but not limited to, the *Criminal Code (Canada)*, subject to the following **exceptions**:
  - If a pardon was received for a previous conviction in accordance with the *Criminal Records Act (Canada)*, do not disclose the conviction nor the fact that a pardon was received; and
  - (If applicable) If, as a young person, there were charges dealt with under the *Youth Criminal Justice Act* or its predecessors the *Young Offenders Act* or the *Juvenile Delinquents Act*, do not disclose that information.
- b) Unresolved charges and/or convictions received in relation to the offence provisions of **provincial statutes** (under the *Provincial Offences Act*) specifically relating to fraud, theft, honesty or integrity.

**I DECLARE THAT the following are the unresolved charges & convictions relating to the TERAVIEW ACCOUNT HOLDER:**

Provide details or indicate "none"

**I DECLARE THAT the following are the unresolved charges and convictions relating to the Teraview Account Holder Representative ( if applicable) Provide details, or indicate "none", or indicate that the Teraview Account Holder Representative is a member of a regulated profession listed in Category A.**

**SIGNATURE OF TERAVIEW ACCOUNT HOLDER OR TERAVIEW ACCOUNT HOLDER REPRESENTATIVE:**

#### 2. Criminal records check report:

ATTACH AN ORIGINAL, CURRENT, CERTIFIED report with information obtained from the Canadian Police Information Centre (CPIC), for evidence of relevant convictions or charges under the offence provisions of federal statutes, and any records of judicial orders in effect (ie. warrants) that are related to the charges or convictions.

*Please refer to the Application Guide for information relating to this report. The report will be evaluated on a number of factors, including: whether there are convictions/charges/judicial orders related to fraud, theft, or other matters which, in the sole discretion and opinion of the Director, call into question the honesty and integrity of the Teraview Account Holder or the Account Holder Representative, and are determined to be relevant to the individual's ability to execute and administer the Application for Authorization and Electronic Land Registration Agreement on behalf of the Teraview Account Holder; the nature, extent & seriousness of any convictions/charges/judicial orders; and the frequency & recency of any convictions/ charges/or judicial orders.*

**IMPORTANT NOTE: A Teraview Account Holder, or a Teraview Account Holder Representative that is required under this section to provide a Declaration and CPIC report, is also required to obtain and keep an original, certified report and completed Declaration from all Users who are NOT members of a Regulated Profession listed in Category A. The Applicant shall also obtain the User's written Consent allowing the Applicant to release the report and Declarations to the Director, upon request by the Director, in the event of any investigation regarding suspected fraudulent or unlawful activity or registration.**

3. **ON THE ATTACHED SCHEDULE (see page 14)**, provide the names & membership numbers of all licensed Users under the Teraview Account who are or have been members of a regulated organization and, if any have been the subject of disciplinary proceedings where they have been found to have engaged in professional misconduct, including fraud, provide details.

# INDEMNIFICATION AGREEMENT

## FOR TERAVIEW ACCOUNT HOLDERS WHO ARE IN CATEGORY D ONLY,

and who are submitting a certificate of insurance for errors & omissions relating to the registration of documents in the ELRS as evidence of their financial resources

**WHEREAS** the Teraview Account Holder has submitted Form 1, an Application for Authorization to Submit Documents for Registration in the ELRS (the "Application"), to the Director of Land Registration (the "Director");

**AND WHEREAS** Part 1 of the Application requires that the Teraview Account Holder demonstrate evidence of sufficient financial resources as a condition of authorization;

**AND WHEREAS** the Director of Land Registration has determined that one way in which the Teraview Account Holder may satisfy this requirement is by meeting certain insurance requirements and by providing an indemnity as further described herein;

**NOW THEREFORE** in consideration of the Director of Land Registration's grant of authorization to the Teraview Account Holder, to submit documents for registration in the ELRS,

I, \_\_\_\_\_  
Print name of individual personally granting the indemnity

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **I SHALL PERSONALLY INDEMNIFY** Her Majesty the Queen in right of Ontario from and against all loss or damage including but not limited to, any diminution of the amount standing to the credit of the Land Titles Assurance Fund (the "Fund") under the *Land Titles Act*, or established or continued under any other Act of the Province of Ontario, in respect of any valid claim to the Fund that may hereafter arise out of or in connection with any "**fraudulent instrument**" within the meaning of the *Land Titles Act*, that is registered under the Teraview Account that is the subject of this Application, where the registration of the "**fraudulent instrument**" was knowingly effected by the Teraview Account Holder or any Users under the Teraview Account.

2. This Indemnification Agreement shall be personally binding upon the Undersigned, his/her executors, administrators, successors and permitted assigns.

3. This Indemnification Agreement shall be governed, interpreted and constructed under the laws of the Province of Ontario and all applicable laws of Canada. The Teraview Account Holder irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under, or related to, this agreement.

DATED AT \_\_\_\_\_, \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**Individual granting the Indemnification:**

**Witness:**

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

## ALL TERAVIEW ACCOUNT HOLDERS / REPRESENTATIVES MUST COMPLETE THIS PAGE

NOTE: IF SUBMITTING THIS APPLICATION BY EMAIL, A SCANNED COLOUR IMAGE OF THE ORIGINAL NOTARIAL CERTIFICATE WITH SCANNED COLOUR IMAGES OF THE DOCUMENTATION REQUIRED IN THIS APPLICATION, INCLUDING IDENTIFICATION, MUST BE ATTACHED. IF SUBMITTING BY MAIL, SEND THE SIGNED ORIGINALS OF ALL DOCUMENTS WITH NOTARIAL COLOUR PHOTOCOPIES OF THE IDENTIFICATION.

### Teraview Account Holder / Representative Security Question:

Please enter a question to be used in future contact from ServiceOntario to the Teraview Account Holder / Representative.

**Choose a question only the Teraview Account Holder / Representative will know the answer to.**

### Teraview Account Holder / Representative Security Answer:

#### THE TERAVIEW ACCOUNT HOLDER / REPRESENTATIVE HEREBY DECLARES THAT:

1. THE TERAVIEW ACCOUNT HOLDER IS IN GOOD STANDING WITH THE REGULATED ORGANIZATION IN WHICH HE/SHE/IT IS A MEMBER (if applicable);
2. THE TERAVIEW ACCOUNT HOLDER IS NOT, AND HAS NOT BEEN, THE SUBJECT OF ANY DISCIPLINARY PROCEEDINGS BY THE REGULATED ORGANIZATION IN WHICH HE/SHE/IT IS A MEMBER, WHERE THE TERAVIEW ACCOUNT HOLDER HAS BEEN FOUND TO HAVE ENGAGED IN PROFESSIONAL MISCONDUCT, INCLUDING FRAUD (if applicable);
3. WHERE THE TERAVIEW ACCOUNT HOLDER HAS LICENSED USERS THAT ARE MEMBERS OF A REGULATED ORGANIZATION, THE TERAVIEW ACCOUNT HOLDER REPRESENTATIVE HAS OBTAINED CONFIRMATION THAT NONE OF THE USERS ARE, OR HAVE BEEN, THE SUBJECT OF DISCIPLINARY PROCEEDINGS BY THE ORGANIZATION, WHERE THE USER HAS BEEN FOUND TO HAVE ENGAGED IN PROFESSIONAL MISCONDUCT, INCLUDING FRAUD;
4. WHERE THE TERAVIEW ACCOUNT HOLDER HAS LICENSED USERS THAT ARE LAWYERS, NONE OF THOSE USERS ARE UNDISCHARGED BANKRUPTS; and
5. ALL INFORMATION PROVIDED IN THIS APPLICATION AND IN THE SUPPORTING DOCUMENTATION IS TRUE.

DATED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

#### Teraview Account Holder:

\_\_\_\_\_  
PRINT name of Teraview Account Holder or Representative

\_\_\_\_\_  
PRINT name of Intake Officer

\_\_\_\_\_  
Signature: *I have the authority to bind the Teraview Account Holder*

\_\_\_\_\_  
Signature of Intake Officer



# PART TWO: ELECTRONIC LAND REGISTRATION AGREEMENT

## BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by  
THE DIRECTOR OF LAND REGISTRATION  
("the Director")

- and -

Teraview Account Holder \_\_\_\_\_

Teraview Account Number \_\_\_\_\_

WHEREAS the *Land Registration Reform Act*, R.S.O. 1990, c. L.4 provides that the Director may authorize persons or classes of persons to submit or deliver documents in electronic format to the electronic land registration system ("ELRS"); may establish the conditions and requirements for becoming an authorized person; may establish the manner in which persons who are authorized to deliver electronic documents by direct electronic transmission shall access the electronic land registration database, and may establish the manner in which authorization shall be assigned to them for that purpose,

AND WHEREAS ServiceOntario, as part of its Real Estate Fraud Action Plan, developed a set of criteria for those who wish to submit documents for registration in the ELRS,

AND WHEREAS the parties wish to set forth the terms and conditions of the granting of authorization, and the duties and obligations which arise upon the grant of authorization,

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE MUTUAL PROMISES AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

## 1.0 Definitions

### 1.1 In this Agreement,

- a) "Account Holder Representative" means the individual authorized by an Account Holder that is a firm, sole proprietorship, partnership, limited liability partnership, corporation, professional corporation or multi-discipline practice, to execute and administer the Application and Registration Agreement on the Account Holder's behalf;
- b) "Account Holder", "Applicant" and "Teraview Account Holder" mean the individual, firm, sole proprietorship, partnership, limited liability partnership, corporation, professional corporation or multi-discipline practice who has entered into a Teraview Licence Agreement and seeks or has received authorization from the Director to submit documents for registration to the ELRS;
- c) "Application" means the fields and information set out in Part One of this form;
- d) "Director" means the Director of Land Registration appointed under subsection 6(1) of the *Registry Act*, R.S.O. 1990, c. R.20, any successor assuming that person's statutory authorities and responsibilities under any Act, and includes a representative appointed by the Director under section 8 of the *Registry Act* or any lawful delegate;
- e) "Personal Security Licence" ("PSL") means the licence granted by Teranet or its affiliate for the purpose of individuals using the ELRS, including but not limited to the PSL application and terms and conditions;
- f) "Regulated Organization" means an organization as referred to in sections A, B and C of the Application;
- g) "Teranet" means Teranet Inc., the company operating the ELRS on behalf of the Ontario government, or, any legal successor that has assumed Teranet's obligations in respect of Ontario's ELRS;
- h) "Teraview" means Teraview®, the software application provided by Teranet that enables remote electronic access to the ELRS;
- i) "Teraview Account Number" means the unique numeric identifier assigned by Teranet to a Teraview Account Holder;

- j) “Teraview Licence Agreement” means the licence granted to access Teraview, including but not limited to the Teraview application and terms and conditions;
- k) “Transfer”, “Charge” and “Discharge” have the meaning given to each under the *Land Registration Reform Act*; and
- l) “User” means any individual who has been authorized under this Registration Agreement or an individual that the Account Holder has authorized, pursuant to the terms of this Registration Agreement, to hold a PSL under their Teraview Account for the purpose of submitting documents electronically for registration.

## **2.0 Grant of Authorization**

- 2.1 Subject to the terms and conditions of this Agreement, the Account Holder and its Users are authorized to submit documents for registration to the ELRS. No other person is permitted to submit documents for registration pursuant to this grant of authorization.
- 2.2 The authorization granted under section 2.1 may not be transferred or assigned.

## **3.0 Relationship with Teranet**

- 3.1 The Account Holder acknowledges that entering into this Registration Agreement does not, in itself, allow for the submission of documents to the ELRS. The Account Holder must have entered into the appropriate documentation and agreements with Teranet, including a Teraview Licence Agreement.
- 3.2 The Account Holder shall maintain its Teraview Licence Agreement in good standing, in accordance with the terms and conditions agreed upon with Teranet.
- 3.3 The Account Holder shall ensure that each prospective User obtains a PSL from Teranet, by completing the necessary licensing documentation and agreements, and that the Account Holder and each User maintains his or her PSL in accordance with the terms and conditions agreed upon with Teranet and in accordance with the terms of this Agreement.

## **4.0 Account Holder Consent re: Documentation and Information**

- 4.1 The Account Holder has provided the information and documentation required under the Application for Authorization to Submit Documents for Registration in the ELRS (“the Application”) and consents to:
  - a) the Director making and retaining a photocopy of any document provided in support of the Application;
  - b) any inquiries to be made by the Director which he or she deems necessary to verify the information provided in the Application;
  - c) the release by Teranet of the Account Holder name, contact information, Teraview Account Number, Law Society of Upper Canada (“LSUC”) membership number (if applicable) and any other information provided by the Account Holder to Teranet, to the Director, upon request of the Director, for the purposes set out in this Agreement;
  - d) use of the information and documentation for purposes relating to the administration and enforcement of this agreement including, but not limited to the provision of information to Teranet; to the LSUC and to the Lawyers’ Professional Indemnity Company, if the information relates to an Account Holder that is a lawyer or law firm, and its Users; to any other regulating body or organization in which the Account Holder or its Users are members; and to any law enforcement organization for law enforcement purposes, where necessary, relating to the Account Holder’s or User’s continuing eligibility for authorization to submit documents for registration to the ELRS; and
  - e) use of the information and documentation for purposes relating to the operation of the ELRS, the administration and enforcement of the provisions of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, the *Land Titles Act*, R.S.O. 1990, c. L.5, and all other relevant legislation, (and amendments thereto) subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. 31.

## **5.0 Obligation to Inform Director**

- 5.1 The Account Holder shall give notice to the Director, as soon as reasonably possible, upon any update or amendment to the information and documentation provided in the Application which occurs during the term of this Agreement including, but not limited to changes in:
- a) Account Holder name;
  - b) Account Holder Representative;
  - c) contact information;
  - d) professional standing of an individual Account Holder or any of its Users, if the change arose as a result of disciplinary proceedings, criminal charges or convictions or bankruptcy;
  - e) status of regulated institution;
  - f) bankruptcy of the Account Holder; and
  - g) renewal of an insurance policy or other financial resources for compensation of victims of fraud, for which evidence has been provided with the Application.
- 5.2 Where the Account Holder name changes as a result of a change in the legal entity of the Account Holder or as a result of a change of corporate ownership or control, the Account Holder so renamed or the new legal entity shall submit a new Application and supporting documentation, and sign a new Registration Agreement.
- 5.3 Where the Teraview Account Holder wishes to change its Account Holder Representative, the proposed Account Holder Representative shall either submit an Information Change Form (Form 3) by mail or email with notarial copies of the proposed Account Holder Representative's personal identification and supporting documentation,
- 5.4 Where the Account Holder has reasonable grounds to suspect fraudulent activity performed by a User, he/she/it shall inform the Director immediately, and shall co-operate with any investigation being conducted under the *Land Registration Reform Act, Land Titles Act* and all other relevant legislation, arising from fraudulent or otherwise unlawfully registered documents.
- 5.5 The Director may from time to time specify forms to be used to provide notice under this section. Such forms will be made available at the official ServiceOntario website for electronic land registration or Teraview.ca.
- 5.6 Where the Account Holder or any of its Users has failed to maintain membership in good standing in the Regulated Organization in which he/she/it is a member, or a change in professional standing results from disciplinary action by the professional's Regulated Organization, from criminal charges or convictions, or from bankruptcy, the Director may review of the Account Holder's authorization to submit documents to the ELRS, and this review may result in a revocation of this authorization.

## **6.0 Account Holder Liability**

- 6.1 The Account Holder shall be liable for all ELRS usage or activity performed and for all documents or instruments submitted for registration in the ELRS by the Account Holder or any Users under the account including, but not limited to, any fraudulent or unlawful activity or registration.

## **7.0 Account Holder Obligations**

- 7.1 An Account Holder that is not an individual shall appoint an Account Holder Representative to execute all documents, including but not limited to Part One: Application and Part Two: Registration Agreement, and administer all procedures required for this authorization to submit documents for registration in the ELRS.
- 7.2 Where, in the Application, the Account Holder has indicated that it is a member of a Regulated Organization, it shall ensure that membership in that organization is maintained in good standing, in accordance with the relevant governing legislation, and that the conduct of the Account Holder complies with any applicable standards of practice, code of ethics or code of professional standards.
- 7.3 Where, in the Application, the Account Holder has indicated that it has Users that are members of a Regulated Organization, the Account Holder shall monitor that the User's membership in that organization is maintained in

good standing, that the User acts in accordance with the relevant governing legislation, and that the User's conduct complies with any applicable standards of practice, code of ethics or code of professional standards.

- 7.4 Where, in the Application, the Account Holder has indicated that it falls within category B , and the Account Holder has non-professional Users within its company that are submitting documents for registration in the ELRS, the Account Holder and the Users that are members of a Regulated Organization shall directly supervise the non-professional Users.
- 7.5 The Account Holder shall maintain a list, in writing, of the names and business contact information for all Users. The Account Holder shall keep the list current, and shall immediately inform Teranet upon any additions to or deletions from the list. The Account Holder acknowledges that the Director shall rely on Teranet's information with respect to the Users for the purposes under this agreement and any applicable laws.
- 7.6 The Account Holder, or its Account Holder Representative, if any, shall review and confirm the government-issued photo identification of each User, in accordance with the forms of identification which are acceptable under the Application.
- 7.7 Prior to the submission of a Transfer, Charge, Discharge or Power of Attorney for registration in the ELRS, the Account Holder shall ensure that its User has obtained evidence of proper authorization from the owner of the land or holder of an interest in the land that has directed the registration, and can provide evidence of an explicit consent from that person to release to the Director their authorization for the registration, upon request by the Director, in the event of any investigation regarding suspected fraudulent or unlawful activity or registration.
- 7.8 Without limiting the Account Holder's obligations under section 6.1, the Account Holder shall limit the User's use of the authorization granted in section 2.1 of this Agreement to matters that relate to the Account Holder's business.

## **8.0 Termination/Suspension**

- 8.1 Authorization granted by the Director is subject to the Account Holder's continuing compliance with this Agreement, and with the *Land Registration Reform Act*, *Land Titles Act* and all other relevant legislation; and may be revoked by the Director in accordance with the provisions of the *Land Registration Reform Act*.
- 8.2 Where there is a change in the information or documentation provided under the Application, or which the Director may become aware of by any other means, including, but not limited to, those matters set out in section 5.0 of this Agreement which, as may be determined in the sole discretion of the Director, affect the Account Holder's eligibility for authorization, this Agreement may be terminated and the Account Holder's authorization revoked.
- 8.3 Failure to comply with this Agreement may result in termination of this Agreement.

## **9.0 Amendment**

- 9.1 The Director may, from time to time, amend the terms and conditions of this Agreement, upon reasonable notice to the Account Holder. A User's continued submission of documents for registration to the ELRS following notice to the Account Holder of a change in terms and conditions of this Agreement will constitute the Account Holder's and User's acceptance of such change(s).

## **10.0 Entire Agreement**

- 10.1 This Agreement, including Part One: Application for Authorization to submit documents for registration in the ELRS, and any Information Change Form which may be submitted to the Director by the Account Holder from time to time, constitutes the entire agreement between the parties with respect to the Account Holder's authorization to submit documents for registration to the ELRS.

## **11.0 Term**

- 11.1 This Agreement is effective upon the date it is signed by the Director, and shall remain in full force and effect until the date of expiry assigned by the Director. The expiry date shall occur no less than five (5) years following the date of authorization.
- 11.2 Account Holders may submit a request for renewal of authorization and supporting documentation, in accordance

with the process established by the Director from time to time.

- 11.3 Authorization may be renewed, in the sole discretion of the Director, where the Director is satisfied that the Account Holder continues to meet the requirements set out in this Agreement.

**12.0 Governing Law**

- 12.1 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada, as amended.

**13.0 Compliance with Law**

- 13.1 The Account Holder shall comply and ensure User compliance with all applicable laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, licences and authorizations that now or at any time hereafter may be applicable to the Account Holder's and User's land registration activities.

**14.0 Notice**

- 14.1 Subject to 14.2, any notice required under this Agreement to be sent by the Director to the Account Holder, shall be provided to the Account Holder by fax, email or mail to the address provided by the Account Holder in the Application, to the attention of the Account Holder Representative where one has been appointed by the Account Holder, or by Teranet Inc. through the Teraview software application.
- 14.2 Notice to the Account Holder for the purposes of section 9.1 may be satisfied by the publication of ServiceOntario bulletins or other notice materials on a Government of Ontario website containing information relating to electronic land registration services, or through any website through which the Account Holder and its Users may access province of Ontario electronic land registration services (e.g. Teraview.ca).
- 14.3 Any notice sent by the Account Holder to the Director, in fulfillment of the Account Holder's obligations under this agreement to inform the Director of certain events or changes, shall be sent in writing by mail or email:

**ATTN:** Director of Land Registration, ServiceOntario

**EMAIL:** [ELRSAuthorization@ontario.ca](mailto:ELRSAuthorization@ontario.ca)

**MAIL:** Electronic Land Registration System Authorization, 20 Dundas Street West, 4<sup>th</sup> Floor, Toronto, ON M5G 2C2

DATED AT \_\_\_\_\_, ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**Teraview Account Holder (Sole Proprietor)  
OR Teraview Account Holder Representative**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**SIGNATURE:**

*I have the authority to bind the Teraview Account Holder*

\_\_\_\_\_  
**TERAVIEW ACCOUNT NUMBER:**

AUTHORIZED AT TORONTO, ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**Director or Director's delegated representative:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**THE DATE OF EXPIRY OF THIS AGREEMENT IS \_\_\_\_\_.**

