

# Unclaimed Property Portal Services User Agreement

**IMPORTANT!**

**CAREFULLY READ THIS USER AGREEMENT BEFORE CONTINUING.**

BY USING THE UNCLAIMED PROPERTY PORTAL, YOU CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND, ACCEPT, INTEND AND AGREE TO BE LEGALLY BOUND BY ALL OF ITS TERMS.

These terms govern your use of the unclaimed property portal services of the Financial and Consumer Services Commission of New Brunswick (“FCNB”), available at <https://fundsfindernb.ca> (collectively “the Services”).

By using the Services, you agree to these terms. If you do not agree to these terms, do not use the Services.

## **Choice of Law**

The Services are governed by the law of the Province of New Brunswick.

## **Use of Services**

Subject to your compliance with these terms and the law, you may access and use the Services, including creating a user account.

If you create a user account, you are responsible for all activity that occurs via your account. You may share your account information with your assistant, secretary, office administrator or similar person, where such sharing is consistent with the way you ordinarily manage your work and business affairs, but any use of the Services via your account by someone other than you will bind you without reservation. You are urged to fully and carefully monitor and review any use of your account by others. You agree to notify FCNB of any unauthorized use of your account.

## **Representations, Confirmations and Attestations**

The online applications, filings or processes provided by the Services require your representation, confirmation or attestation that information provided is true, accurate and complete. You may also be asked to provide confirmations of certain facts at the various steps of an application, filing or other process.

You agree and confirm that your use of the various means to indicate such representations, confirmations or attestations (e.g. text boxes, “drop down” boxes, check boxes, radio (“yes”/”no”) buttons, “submit” or “validate” buttons) during or at the conclusion of a particular application, filing, or other process shall bind you in the same manner as if such representation, confirmation or attestation was made under oath or solemn affirmation.

You agree that the information collected through electronic means in the various applications, filings and processes offered by the Services (such as text boxes, drop down boxes, check boxes, radio (“yes”/”no”) buttons, “submit” or “validate” buttons) constitute “electronic information that you have created or adopted” as contemplated by the *Electronic Transactions Act*, in order to sign the electronic document comprised of all the information provided in the course of the application, filing or process.

You agree that an “electronic signature” as contemplated by the *Electronic Transaction Act* is constituted by the combination of:

- (a) providing your name as part of the claims submission or account creation process to access the Services, and
- (b) checking any required checkboxes, “validate”, and/or “submit” buttons during or at the end of a particular application, filing or other process.

## **Content**

FCNB will use its best efforts to ensure that the information contained on the Unclaimed Property Portal is accurate and up to date. However, FCNB makes no representation or warranty as to the accuracy of the information provided. FCNB reserves the right, but not the duty, to correct any errors or omissions in any portion of the Unclaimed Property Portal at any time without notice.

All design, functionality and content of the Unclaimed Property Portal website, including any images, and text, but not including any third-party personal information, is owned exclusively by FCNB, and may not be distributed, downloaded, modified, reused, reposted, or otherwise used in whole or in part, whether in text, graphical, audio, video or executable form, without the express written permission of FCNB.

## **Links to Other Websites**

The Unclaimed Property Portal website may include links to websites operated by other organizations, government agencies and private businesses. These links are not intended to be referrals and are posted only for convenience. FCNB has no responsibility for, liability, or control over such external websites.

## **Service Availability**

FCNB intends to provide 24-hour daily availability of the Services. However, FCNB makes no representation or warranty as to the availability or functionality of the Services. You agree and

acknowledge that the Services will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, mechanical or electronic interruptions.

### **Security**

FCNB will use its best efforts to make the Services secure from unauthorized access and to securely maintain your personal information. However, FCNB makes no representation or warranty regarding the security of the Unclaimed Property Portal and the Services.

### **Privacy**

The personal information you provide in the course of using the Services is collected on behalf of FCNB under the authority granted by the *Unclaimed Property Act*, the *Financial and Consumer Services Commission Act* and/or any of the other regulatory Acts, Regulations and/or Rules under the ambit of FCNB, for the purpose of the administration of those Acts. FCNB may share the information contained in your application, filing or other process with government agencies and law enforcement agencies in other jurisdictions, and you acknowledge that such information may be used in processing applications to claim unclaimed property or to identify owners of unclaimed property reported by you, as the case may be.

You also acknowledge that your personal information may be collected by FCNB as part of the chronological record of user and system activities of, and relating to, the Services (the “audit log”) for the purpose of maintaining an audit trail of the use and operation of the Services.

By completing and/or submitting any application, filing or other process using the Services, you confirm your consent and authorization to FCNB’s direct and indirect collection of any personal information contained therein. Where a specific application, filing or process requires your consent to the verification of your identity or related information (such as prior residential information), your completion thereof confirms your consent to, and authorization for, FCNB to consult with government agencies, law enforcement agencies, and private organizations, bodies or agencies, and possibly collect additional relevant information, in order to complete and verify the information provided by you in your application, filing, or process.

Your personal information will not be disseminated to third parties or the public without your consent, other than as may be required by the *Right to Information and Protection of Privacy Act* or as otherwise permitted by applicable law.

### **Communications by Email**

FCNB may send out reminders or notices regarding the various applications, filings and processes offered by the Services, for example regarding the status of an application, or the due date of a particular renewal or filing. You agree that we may communicate with you regarding such reminders or notices, using only the email address you have provided during the claims application or user account creation process as the case may be.

## **Modification**

We may modify, update, or discontinue the Services (including any of their portions or features) at any time without notice, and without liability to you or anyone else. We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to our activities. We will notify you of any changes to these terms by posting notice of such changes on the Services web site, or such other means of Notice as set out below. You should look at the terms regularly. Any modification to these terms is effective immediately upon their revision and posting to the website by FCNB. By continuing to use or access the Services after any revisions come into effect, you agree to be bound by the revised terms. If any change to these terms is not acceptable to you, you should discontinue use of the Services immediately.

## **User Conduct**

You must not misuse the Services. For example, you must not:

- (a) copy, modify, host, sublicense, or resell the Services, or content;
- (b) access or attempt to access the Services by any means other than the interface we provide;
- (c) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (e) attempt to disable, impair, or destroy the Services; or
- (f) violate applicable law.

## **Technical Support and Account Access by FCNB Staff**

For assistance with troubleshooting technical issues during your use of the Services, please access the “Request Support” page on the Services website (accessible from the “Request Support” item in the top level menu displayed on every page).

To assist you in resolving technical issues with your use of the Services, FCNB staff may require access to your user account. You agree to provide such access to FCNB staff for the limited purpose of investigating and assisting you to correct technical issues while using the Services.

To access your account, FCNB Staff will reset your password and log in to your account. Once the troubleshooting is complete, they will log out and reset your password. Anytime your user account is accessed by FCNB staff for technical support, a note will be kept of the access within FCNB’s data system.

### **Incidental Costs and Fees**

You must pay any costs and/or fees arising from, or incidental to your use of the Services, including, for example mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees. We are not responsible for these fees.

### **Limitation of Liability**

We are not liable to you or anyone else for:

- (a) any breach of security or loss of use of the Services, loss of information, data, goodwill, or profits, whether or not foreseeable; and
- (b) any damages whatsoever, whether direct or indirect, special, incidental, consequential, or punitive (even if we have been advised of the possibility of these damages), including but not limited to those resulting from breach of security or loss of use of the Services, loss of information, data, or profits, whether or not foreseeable, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or arising from any other claim arising out of or in connection with your use of or access to the Services.

### **Termination**

We may terminate your access and delete your user account without any notice to you if:

- (a) you materially breach any of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- (b) we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (c) we elect to discontinue the Services, in whole or in part.

### **Notice to FCNB**

You may send any notices to us to at the following address: FCNB, 85 Charlotte Street, Suite 300, Saint John, New Brunswick, E2L 2J2 Attention: Legal Services.

### **Notice to You**

We may notify you by:

- (a) the email, postal mail or other contact details you provide when creating your account, or

- (b) postings within the Services, or
- (c) other legally acceptable means.

**Entire Agreement**

These terms constitute the entire agreement between you and us regarding your use of the Services and supersede any prior agreements between you and us relating to the Services.

**Non-Assignment**

You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void.

**Severability**

If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

**No Waiver**

Our failure to enforce or exercise any of these terms is not a waiver of any terms or specific section.