

Partner Portal access agreement

Your access to and use of the Ontario Business Registry Partner Portal (**OBR Partner Portal**) and the information, products and services described on OBR Partner Portal or to be obtained through OBR Partner Portal are subject to the following terms and conditions of use (**Terms and Conditions**) in this Access Agreement and your use of the OBR Partner Portal constitutes acceptance by you of these Terms and Conditions. In addition to these Terms and Conditions, the general [terms of use](#) contained on all of the Government of Ontario websites also apply to your access and use of the OBR Partner Portal. If you do not agree with these Terms and Conditions, you must not use the OBR Partner Portal.

The Government of Ontario may make changes to these Terms and Conditions, access rights and notices at any time and from time to time for any reason without notice to you. You should periodically revisit these terms and conditions to review the current Terms and Conditions governing your use of OBR Partner Portal. Your continued use of OBR Partner Portal after the effective date of such changes constitutes your acceptance of and agreement to such changes.

Interpretation

When we say **we**, **us** or **our** in these Terms and Conditions, we mean the Ministry of Public and Business Service Delivery (the **Ministry**) and His Majesty the King in Right of Ontario (or more commonly known as the Government of Ontario).

The following terms shall have the respective meanings set forth in this Access Agreement:

Identity and Access Management System means an authentication service that allows Partner Portal users to create and use a single identity to access protected Ontario government applications such as GO Secure and Public Secure.

Intellectual Property means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any

intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

Ministry/ServiceOntario Representative means the Continuous Improvement and Business Relations Unit, ServiceOntario, Ministry of Public and Business Service Delivery.

Ontario Business Registry or **OBR** means the ministry's electronic application that maintains a public registry of information about businesses and corporate entities operating in Ontario.

Ontario Public Service means the ministries and other administrative units of the Government of Ontario over which Ministers of the Crown preside.

Partner Portal means a special purpose interface for Intermediaries to access the Ontario Business Registry.

Social Media means web-based applications and on-line forums that allow users to interact, share and publish content such as text, links, photos, audio and video. Examples of Social Media platforms include but are not limited to Twitter, Facebook, TikTok, YouTube, Instagram, Snapchat and LinkedIn.

Effective Date

These Terms and Conditions are effective as of the date you accept them (**Effective Date**) and the term of this Access Agreement will automatically renew for successive one-year terms commencing on the anniversary date of the Effective Date on the same terms and conditions (or as amended by the Ministry) unless your account, access and use is limited, terminated or suspended by us.

Privacy

We respect your right to privacy. If you provide any personal information to us through the OBR Partner Portal, we will handle it according to what we say in our [Privacy Statement](#). In addition, we will only collect and use your (and your authorized employees') personal information where the collection is necessary to provide you with access and use to the OBR Partner Portal.

Access and Use

As part of our effort to authorize access to the OBR Partner Portal interface and your acceptance of these Terms and Conditions, we will establish your organization's account with one (1) local administrator user account with single user access (the **Local Administrator User Account**). Subject to the Terms and Conditions of this Access Agreement and the representations and warranties noted below, you acknowledge and agree: (i) to permit only your authorized employees to have access to the OBR Partner Portal through the Local Administrator User Account; (ii) that your local administrator is responsible for establishing and maintaining all user accounts on behalf of your organization within the OBR Partner Portal; and (iii) we shall have the sole discretion to authorize what type of access and permission(s) are granted to you to access and use the OBR Partner Portal under your Local Administrator User Account.

Payment

For any products and services that are acquired by you through the OBR Partner Portal payment of fees must be made electronically by credit card. You will be sent to a secure third-party website to process your payment. You expressly agree that we are permitted to invoice and charge your credit card the applicable fees, applicable taxes and any other charges that you may incur with us in connection with your use of the OBR Partner Portal. Such fees, taxes and related charges will be billed to the credit card that you provide at the time a fee or charge is due and payable. You agree to allow us, or our affiliates or services providers, to process and store your payment information.

Employee Authentication and Access

You acknowledge and agree to the following with respect to authentication and access to the OBR Partner Portal:

- you shall only access the OBR Partner Portal through the Government of Ontario's Identity and Access Management System;
- your authorized employees must access the OBR Partner Portal through the Government of Ontario's Identity and Access Management System. If no secure channel exists for your authorized employee, you must create a new account and login credentials; and

- you are responsible for protecting and securing your authorized employees access credentials.

Representations and Warranties

By accessing the OBR Partner Portal you represent and warrant to the Ministry that:

- any information provided to the Ministry requesting access to the OBR Partner Portal is true and correct in all respects as of the date of you requesting access;
- you have the power, capacity and authority to enter into this Access Agreement and to perform its obligations hereunder;
- you may make reasonable use of information obtained from the authorized access to the OBR Partner Portal, but you shall not attempt to modify, revise, change or re-engineer the program and/or the information contained in the OBR Partner Portal; and
- you have obtained all necessary and proper rights, consents, authorizations and agreements from your business client to act as its agent in authorizing, accessing and using the OBR Partner Portal to conduct searches, filings, registrations and transactions on their behalf, and accept all liability arising from using the OBR Partner Portal as your business client's agent;
- the Ministry may request a copy of the right, consent, authorization or agreement that you have received from your business client to verify that you have received the appropriate authority to act on their behalf;
- by allowing your authorized employees to have access to the OBR Partner Portal through the Local Administrator User Account set up by us, you have obtained all necessary verifications of your employees to assure that there is no indication that the employee may present a risk to the security or integrity of the OBR Partner Portal or a risk for misuse of the OBR Partner Portal;
- you have appropriate management structures and policies in place to govern your employees' access and non-access rights to the OBR Partner Portal;
- you shall use best efforts and impose the highest standards levels of security on your employees who are permitted to use and have access to the OBR Partner Portal; and

- all information relating to the access to the OBR Partner Portal is strictly confidential and shall not be disclosed to any other person or third party (other than to your employees and your business clients) and shall be responsible for maintaining the confidentiality of any authentication and access ID provided by us.

Confidentiality and Promotion Restrictions

Any publicity or publications related to the OBR Partner Portal shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge your access to the OBR Partner Portal in any such publicity, Social Media or publication. You shall not publicize your use and association with the OBR Partner Portal without the prior written consent of the Ministry. Without limiting the generality of this section, you shall not, among other things, at any time directly or indirectly communicate with the media or Social Media in relation to the OBR Partner Portal, unless you have first obtained the express written authorization to do so by the Ministry.

Ministry's Right to Collect

In accordance with your representations and warranties above, the rights, consents, authorizations and agreements that you obtain from your business client can be obtained either in written or electronic formats. We may request a copy of the right, consent, authorization or agreement that you have received from your business client to verify that you have obtained the appropriate authority to act on your business client's behalf. In addition to the authority, rights, consents and agreements mentioned above, you (and not the Ministry) are responsible for providing any support to your business client through your use and access to the OBR Partner Portal as further detailed in this Access Agreement.

Availability of OBR Partner Portal and Support

Access to OBR Partner Portal is available 24 hours a day, 7 days a week, subject to our right to suspend the operation of OBR Partner Portal, or the availability of all or any products or services on or to be obtained through OBR Partner Portal, for any period of time with or without any prior notice, whether for the purposes of upgrading, system maintenance or otherwise. OBR Partner Portal and the information, products and services obtained through OBR Partner Portal may be

modified, deleted, edited or withdrawn by us at our discretion and at any time with or without prior notice.

OBR Partner Portal support will be administered through the call centre of ServiceOntario. Call centres are open Monday to Friday, 8:30 a.m. to 5 p.m. (Eastern time), excluding statutory holidays.

Telephone:(416) 314-8880

Toll-free:1-800-361-3223

TTY:(416) 325-3408

Toll-free TTY:1-800-268-7095

No Unlawful or Prohibited Use

You agree to use OBR Partner Portal solely for lawful purposes and in accordance with these Terms and Conditions. As a condition to accessing and using the OBR Partner Portal, you must:

- not attempt to undermine the security or integrity of Government of Ontario's computing systems or networks, or where the OBR Partner Portal is hosted by a third party, that third party's computing system and networks
- not use or misuse, OBR Partner Portal in any way which may impair the functionality of OBR Partner Portal of any Government of Ontario website and systems used to deliver the OBR Partner Portal
- not attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver OBR Partner Portal.

Termination

We may discontinue your access and use to the OBR Partner Portal, by limiting, terminating or suspending your access and use to OBR Partner Portal at any time, with or without cause or notice and without liability. Upon such termination or suspension, your right to use OBR Partner Portal will immediately cease.

Ownership

The Government of Ontario owns all Intellectual Property rights and every other right, title and interest in any and all software applications, databases, materials and information used by it in providing access and use to you through OBR Partner Portal. The entire contents and design of this OBR Partner Portal website are protected under Canadian and international copyright laws. The content on OBR Partner Portal is protected by Crown copyright. Crown copyright is held by the King's Printer for Ontario © 2023.

Warranty disclaimer

Use of OBR Partner Portal and its contents is at your own risk. OBR Partner Portal and all of its content are provided "As Is". You must not rely on any content published on or linked to OBR Partner Portal without first making your own enquiries to verify it is accurate, current and complete. We do not make, and expressly disclaim, any representations, warranties, covenants and conditions, express or implied, arising out of operation of law, course of performance, course of dealing, usage of trade or otherwise, including any express or implied warranties and conditions of: merchantability; merchantable quality; fitness for a particular purpose; non-infringement; safety; quality; freedom from defects or that defects will be corrected; uninterrupted, virus-free or error-free use of OBR Partner Portal; or accuracy, currency, reliability, completeness or appropriateness relating to the content of OBR Partner Portal.

Limitation of liability

Under no circumstances will His Majesty the King in Right of Ontario or the members of the Executive Council and their employees, agents and independent contractors have any responsibility or liability for any loss or damage whatsoever (including without limitation direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, and including without limitation to any loss of profit, costs, expenses, harm to business, business interruption, reputation, loss of information or programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, wasted management or office time or damages of any kind whatsoever), whether based in contract, tort, negligence or any other legal basis, arising out of or in connection with OBR Partner Portal, any linked website or linked social media platform (including without limitation any damages suffered as a result of the use, inability to use, failure

of, or any omissions or inaccuracies in, this website, any linked websites or linked social media platforms, or any of the services or content of the foregoing), even if the Government of Ontario has been specifically advised of the possibility of such damage or loss, or if such damage or loss was foreseeable.

Indemnity

You shall indemnify and hold harmless His Majesty the King in right of Ontario, the members of the Executive Council, his Ministers, directors, officers, advisors, agents, appointees, and employees from and against all losses and proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by you or your personnel resulting from or arising out of or related to your use of OBR Partner Portal, or any breach by you of these Terms and Conditions and any other terms applicable to your access and use of OBR Partner Portal, including the cost of defending or settling any action, claim or demand.

Amendment

We may amend the Terms and Conditions from time to time. The revised version will be effective at the time we post it, unless otherwise noted. You will be notified of the changes made to the Terms and Conditions. If you do not agree to the revised Terms and Conditions, you must stop using the OBR Partner Portal, close your account and terminate your relationship with us without cost or penalty.

Links to Other Sites

OBR Partner Portal may provide links to other web sites and resources that are maintained and/or controlled by third parties and not by the Government of Ontario (**Third-Party Web Site**). Your dealings with such Third-Party Web Sites are solely between you and such third parties. We do not endorse, nor are responsible for, and make no representations or warranties of any kind with respect to, the content, condition, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third-Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. You agree that we are not responsible or liable, directly or indirectly, for any loss or damage of any kind caused or alleged to be caused by or in connection with such Third-Party Web Sites.

Governing Law

This Access Agreement and the resolution of any dispute related to this agreement or access to or use of OBR Partner Portal and the information and services obtained through OBR Partner Portal shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada (as applicable). You consent and submit to the exclusive jurisdiction of the courts located in the Province of Ontario in all questions and disputes arising out of your use of OBR Partner Portal and this Access Agreement.

Acceptance

You must accept and agree with the Terms and Conditions without modification. By logging onto OBR Partner Portal you acknowledge that you have read and understood the Terms and Conditions. If you do not agree, you will not be granted access to the OBR Partner Portal.

Need assistance? Please call ServiceOntario at (416) 314-8880 (GTA) or 1-800-361-3223.