

**Mines Act Permit Credential - TERMS OF USE**  
**Version 1, November 23, 2023**

These Terms of Use are an agreement between the credential holder ("you" or the "organization") and the Province, and govern the organization's use of the Mines Act Permit Credential. By indicating that you agree to these Terms of Use, and in consideration of the Province issuing the Mines Act Permit Credential to the organization, you agree to the following:

**1. Ability to Accept Terms of Use**

The person accepting these Terms of Use has the authority to act on behalf of and the organization and to agree to these Terms of Use.

**2. Creation and Issuance of Mines Act Permit Credential**

You agree that the Province may: (a) use information provided for your Mines Act Permit to create the Mines Act Permit Credential; and (b) issue the Mines Act Permit Credential to your Wallet.

**3. Presentation of Mines Act Permit Credential**

You are solely responsible for deciding to which Verifiers you present the Mines Act Permit Credential and what information to share with Verifiers. Information provided in the Mines Act Permit Credential is summary information that contains a subset of data from a Mines Act Permit. Verifiers will be able to confirm independently whether the Mines Act Permit Credential is valid or has been revoked. If revoked, Verifiers will not be able to see the reason the Mines Act Permit Credential was revoked.

**4. Acceptable Use**

You are solely responsible for all use of the Mines Act Permit Credential. You must not:

- (a) allow any other individual or entity to use your Mines Act Permit Credential;
- (b) attempt to add the Mines Act Permit Credential to anyone's Wallet except a Wallet that is associated with the regulated party under the Mines Act Permit;
- (c) use the Mines Act Permit Credential for any unlawful or inappropriate purpose, including without limitation to misrepresent your permit status or terms;
- (d) tamper with the Mines Act Permit Credential; or
- (e) attempt to circumvent or subvert any security measure associated with the Mines Act Permit Credential.

**5. Wallet and Device Protection**

You are responsible for the security of any Wallet that you use in connection with the Mines Act Permit Credential and of the device or service that holds the Wallet, including without limitation

for using appropriate device protection and for keeping your device protection confidential, as well as for using appropriate security protections in connection with your device.

## **6. Ownership and License**

Certain intellectual property associated with the Mines Act Permit Credential is owned by the Province. Subject to your compliance with these Terms of Use, the Province grants you a non-exclusive, revocable, limited license to access and use the Mines Act Permit Credential for the purpose of allowing Verifiers with whom you choose to share the Mines Act Permit Credential to verify your permit status.

## **7. Revocation of Mines Act Permit Credential**

The Province may at any time, in its sole discretion, revoke the Mines Act Permit Credential issued to you, including without limitation to ensure the Mines Act Permit Credential reflects your current permit status and is based on current technology. After revoking a Mines Act Permit Credential the Province may, in its sole discretion, offer you a new Mines Act Permit Credential. If the Province revokes your Mines Act Permit Credential and does not issue you a new one, then the revoked Mines Act Permit Credential will remain in your Wallet until and unless you delete it. It is your sole responsibility to determine whether a Verifier will accept a revoked Mines Act Permit Credential.

## **8. Termination**

These Terms of Use and your license to access and use the Mines Act Permit Credential will terminate automatically if: (a) you fail to comply with any provision of these Terms of Use, in which case you must immediately delete the Mines Act Permit Credential from your Wallet; or (b) you choose to delete the Mines Act Permit Credential from your Wallet for any reason.

## **9. No Warranty**

The Mines Act Permit Credential is provided to you “as is”, and the Province disclaims all representations, warranties, conditions, obligations and liabilities of any kind, whether express or implied, in relation to the Mines Act Permit Credential, including without limitation implied warranties with respect to merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. Without limiting the general nature of the previous sentence, the Province does not represent or warrant that:

- (a) the Mines Act Permit Credential will be available;
- (b) your use of the Mines Act Permit Credential will be timely, uninterrupted or error free;
- (c) any errors in the Mines Act Permit Credential will be corrected; or
- (d) the Mines Act Permit Credential will meet your expectations and requirements.

## **10. Limitation of Liability**

To the maximum extent permitted by applicable law, under no circumstances will the Province be liable to you, to any other individual or to any entity for any direct, indirect, special, incidental, consequential or other loss, claim, injury or damage, whether foreseeable or unforeseeable (including without limitation claims for damages for loss of profits or business opportunities, use

or misuse of, or inability to use, the Mines Act Permit Credential, interruptions, deletion or corruption of files, loss of programs or information, errors, defects or delays) arising out of or in any way connected with your use of the Mines Act Permit Credential and whether based on contract, tort, strict liability or any other legal theory. The previous sentence will apply even if the Province has been specifically advised of the possibility of any such loss, claim, injury or damage.

### **11. Indemnity**

You agree to indemnify, defend and hold harmless the Province and the Province's employees and agents from and against all claims, demands, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to reasonable legal fees) arising from: (a) your use of the Mines Act Permit Credential; or (b) your violation of any provision of these Terms of Use.

### **12. Changes to Terms of Use**

The Province may at any time, in its sole discretion, make changes to these Terms of Use or governance documentation found at [Mines Act Permit Credential Governance](#). You are solely responsible for monitoring the posted Terms of Use for changes and your continued use of the Mines Act Permit Credential will constitute your unconditional acceptance of any changes to these Terms of Use.

### **13. General**

These Terms of Use are the entire agreement between you and the Province with respect to the Mines Act Permit Credential. The headings in these Terms of Use are inserted for convenience only and will not be used in interpreting or construing any provision of these Terms of Use. Sections 6, 9, 10, 11 and 13, and any other sections of these Terms of Use which, by their terms or nature, are intended to survive termination, will survive any termination of these Terms of Use. If any provision of these Terms of Use is invalid, illegal or unenforceable, that provision will be severed from these Terms of Use and all other provisions will remain in full force and effect. These Terms of Use will be governed by and construed in accordance with the laws of the province of British Columbia and the applicable laws of Canada. By accepting these Terms of Use, you consent to the exclusive jurisdiction and venue of the courts of the province of British Columbia, sitting in Victoria, for the hearing of any dispute arising from or related to these Terms of Use and their subject matter.

### **14. Definitions**

In these Terms of Use, the following terms have the following meanings:

**"Mines Act Permit Credential"** means the verifiable credential issued to you to enable you to prove your Mines Act Permit status and to digitally provide select summary data about your Mines Act Permit to Verifiers.

**"Province"** means His Majesty the King in right of the Province of British Columbia as represented by the Minister of Energy, Mines and Low Carbon Innovation.

**“Verifiers”** means third parties to which you present your Mines Act Permit Credential for the purpose of allowing those third parties to verify your permit status and select summary information.

**“Wallet”** means software that you can use to receive, store and present digital credentials such as your Mines Act Permit Credential.