



THIS DOCUMENT CONTAINS INFORMATION PERTAINING TO:

- System Requirements to Access Corporations Branch Web Information
- Web Inquiry/On-Line Access Agreement

System Requirements:

The **minimum** system requirements needed to access the Corporations Branch web system are as follows:

- Intel Pentium or better PC
- 28.8 Kb or faster modem
- Operating system: Microsoft Windows 95 or later; OR Microsoft Windows NT 4 or later
- Web Browser: The Corporations Branch Web inquiries will work with Internet Explorer 5.2, 5.5 and 6.0 and Netscape 6.0, 6.1, 6.2, 7.0, 7.1, 7.2 and 8.0 browsers.
 - ** When newer versions of the browsers become available and are tested, we will advise of their acceptability for use on our website.
- Internet Service Provider: You must subscribe to an Internet Service provider who provides general access to the Internet at speeds of 28.8 Kb or faster.



Between: *The Government of Saskatchewan as represented by the Corporations Branch*
(the Provider)

And: _____
(the Subscriber)

The Corporations Branch and the Subscriber agree as follows:

1. In this Agreement:

- (a) "Act" means The Business Corporations Act, The Non-Profit Corporations Act, 1995, The Business Names Registration Act, The Co-operatives Act, 1996, and The Credit Union Act, 1985, The New Generation Co-operatives Act, The Credit Union Act, 1998, The Condominium Property Act and The Partnership Act, as amended from time to time, and including Regulations made under that Act(s).
- (b) "database" means the electronic database established and maintained as part of the Registry;
- (c) "normal office hours" means from 8:00 a.m. to 5:00 p.m. on each day that the office of the Corporations Branch (the Provider) is open to the public;
- (d) "provider" means the provider of the service, the Government of Saskatchewan as represented by the Corporations Branch of Saskatchewan Justice;
- (e) "service" means the service to be provided by the Provider pursuant to the contents of this agreement;
- (f) "subscriber" means a person who subscribes to the service provided in this Agreement;
- (g) "inquiry" means a subscribers request for a computer search of the database.

2. For the provision of the service:

- (a) Subject to the Terms and Conditions of this Agreement as specified herein, the Corporations Branch (the Provider) shall provide the Subscriber with on-line electronic access to the registry database 18 hours per day, 7 days a week.
- (b) The Subscriber shall pay to the Provider the fees and charges established from time to time pursuant to the Act(s) for each individual function or action performed by use of the service.
- (c) Each fee or charge is payable by the Subscriber prior to the performance of each function or action, by the Provider deducting the fee or charge from a deposit account to be maintained by the Subscriber with the Provider or, when available on-line, by VISA or MasterCard payment.
- (d) The inquiry rate and any other charges specified herein are subject to change by regulation as approved by the Government of Saskatchewan. As much prior notice as practicable will be given by the Provider to the Subscriber.

3. Subject to the terms of this Agreement:

- (a) The Provider shall provide to the Subscriber user ID's and passwords as requested, an on-line tutorial explaining how to use the service and the search features and telephone support, in Saskatchewan, during normal office hours.
- (b) The service shall only be used by the Subscriber and the Subscriber agrees not to resell any information to any third party except that which is part of the services provided to their clients.
- (c) The Subscriber agrees not to transfer, lease or assign in any manner, to any third party the rights and privileges it acquires with this Agreement.



4. The Subscriber acknowledges:
 - (a) The Provider may make scheduled or non-scheduled interruptions to the service for the purpose of maintenance, updates, enhancements and modifications to the database or the service, or to the equipment and systems used to maintain the database or the service.
 - (b) The database compilation is subject to certain time and other restrictions and that database information is delivered on this understanding and that no liability may be claimed as a result thereof.
 - (c) The Subscriber is responsible for notifying the Corporations Branch of any change in subscriber status as soon as practicable.
5. The Provider makes no warranties, express or implied, with respect to the service or the database and does not guarantee that the service will function without error, failure or interruption.
6. The Subscriber, on behalf of itself, its agents or its clients, releases the Provider from any liability of any kind arising in respect of:
 - (a) any claim made by a third party based on copyright, trade secret or other proprietary rights in regard to the data or software comprised in the database or the use to which such data and software is put by the Subscriber, its agents or clients; and
 - (b) this Agreement or resulting from the provision of, or the failure to provide the service, and regardless of whether the claim is based on contract or tort.
7. The Subscriber is responsible for:
 - (a) protecting the security of user ID's and passwords provided to the Subscriber;
 - (b) all use made of the users ID's or passwords in accessing the database or using the service;
 - (c) ensuring that all use made of the service is in accordance with this Agreement;
 - (d) The accuracy and adequacy of the formulation and transmission of instructions to access the database or use of the service.
8. The Subscriber acknowledges that the Provider is the owner of the database.
9. The Subscriber shall not have any right to update or change the database except as specifically authorized. Any other attempt to change the data shall be deemed as a breach of security and such Subscriber shall lose all access to any and all registry access service and will be responsible for any loss or damage caused by the unauthorized change or attempted change.
10. The Subscriber agrees that use of the Subscriber's user identification and password to complete an electronic filing satisfies the requirements for the signature of the Subscriber.
11. The Subscriber acknowledges that the Provider will provide to the Subscriber in every case of an electronic document to be completed by the Subscriber, an opportunity to review the document and correct any error before transmitting the document.
12. The Subscriber agrees to enter all information accurately and represents all information to be true.
13. (1) Subject to subsection (2), this Agreement remains in force until terminated by either party by giving at least seven (7) days notice of termination to the other party.

(2) If a party defaults in observing or performing any of its obligations under this Agreement, the other party may terminate this Agreement by giving notice of termination to the defaulting party.



CORPORATIONS BRANCH WEB INQUIRY APPLICATION

14. Unless otherwise provided in this Agreement or agreed to by the parties, any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and may be delivered to or sent by prepaid registered or certified mail addressed to:

(a) in the case of a notice or communication to the Corporations Branch:

Saskatchewan Justice
Corporations Branch
200, 1871 Smith Street
Regina, SK
S4P 4W5; and

(b) in the case of a notice or communication to the Subscriber, to the address provided on the Web Access Application.

15. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.

In Witness whereof the parties hereto have executed this Agreement.

**Her Majesty the Queen in right of
Saskatchewan, as represented by
The Director of Corporations:**

Provider

Date

Subscriber Name

Signature

Date



CORPORATIONS BRANCH WEB INQUIRY APPLICATION

**REQUESTS SHOULD BE SUBMITTED AT LEAST FIVE WORKING DAYS PRIOR TO THE DATE REQUIRED.*

USER INFORMATION (PLEASE PRINT)

Organization Name:		
Address:		
City:	Prov:	Postal Code:
Contact/Authorization Person:		Signature:
Phone:	Fax:	E-mail:
Date required:		

***NOTE: A DEPOSIT ACCOUNT IS NECESSARY TO ACCESS THIS SERVICE**

Do you presently have a deposit account? ____yes ____no If yes, please indicate the account # ZZ_____

If no, please complete attached deposit account application

* **INDICATE ONE METHOD OF PREFERRED DELIVERY FOR ON-LINE DOCUMENTATION ORDERS.** This method of delivery may be changed when submitting document requests through the web.

DELIVERY INSTRUCTIONS:

<input type="checkbox"/> Fax (for uncertified information only) - will use fax number supplied above
<input type="checkbox"/> Regular Mail – will use address shown above
<input type="checkbox"/> Courier Collect – Preferred Courier Name: _____ Account #: _____

INDIVIDUAL USERS (PLEASE PRINT):			For Office Use Only
Name:			User ID:
Address (if different from Organization address):			Password:
City:	Prov:	Postal Code:	
Phone:	E-mail:		

Name:			User ID:
Address (if different from Organization address):			Password:
City:	Prov:	Postal Code:	
Phone:	E-mail:		

Name:			User ID:
Address (if different from Organization address):			Password:
City:	Prov:	Postal Code:	
Phone:	E-mail:		

** Please list additional users by copying this page or provide an attachment which includes all information.

Send applications to:

Corporations Branch
200, 1871 Smith Street
Regina, Sask.
S4P 4W5
Fax (306)787-8999

(For Office Use Only)		
Completed by:	Signature:	Date:



CORPORATIONS BRANCH WEB INQUIRY APPLICATION

Please establish a Deposit Account with the Corporations Branch for the following Organization:

Organization Name:	
Address:	
City/Province:	Postal Code:
Contact Person:	Phone:

Pursuant to this application, the undersigned agrees that:

- a) charges for any service requested by me/us, and supplied by the Corporations Branch may be charged against the account;
- b) every amount paid to the Corporations Branch will be credited to the account and every amount charged for services rendered will be debited to the account;
- c) it is my/our responsibility to maintain sufficient funds in the account to pay for any services requested;
- d) upon written request, Corporations Branch will return to me/us the unused portion of the account; and
- e) The Corporations Branch will not pay interest on any unused funds remaining in the account.

Dated this _____ day of _____, 20 _____

Name _____ Signature _____
Please Print

The Corporations Branch will issue an account number upon receipt of the application. The account number will be recorded below and a copy of this application will be returned to you.

Send Application to:
**Corporations Branch
 200, 1871 Smith Street
 Regina, Sask.
 S4P 4W5
 Fax (306)787-8999**

(For Office Use Only)		
Approved by:	Account Number:	Date: