

Registering for Municipal Assessment and Tax Information Online

Mail to:

Department of Finance
Taxation and Property Records
PO Box 1150, Charlottetown, PE C1A 7M8
Tel: (902) 368 4070 Fax: (902) 368 6584

Deliver to:

95 Rochford Street Shaw Building, 1st Floor Charlottetown, PE C1A 3T6 or: any Access PEI Centre

Web site: www.taxandland.pe.ca Email: taxandland@gov.pe.ca

Freedom of Information and Protection of Privacy

Personal information on this form is collected under the authority of Section 31(c) of the *Freedom of Information and Protection of Privacy Act* and will be used for the purposes of tax administration and enforcement. Questions on the collection and use of this information can be directed to the Manager, Tax Administration and Compliance Services, PO Box 2000, Charlottetown, PE C1A 7N8 (902) 368-5137.

Section A – Municipality Information					
Name of Municipality					
Mailing Address		City, Town, Village	Province	Postal Code	
Name of Chief Administrative Officer (CAO)	Telephone	CAO's E-ma	ail Address		
Section B - Designated User					
List below the user in your organization who will accommodate	cess the Municipal As	sessment and Tax Infor	mation Online.		
Users will receive their login information via email u	pon approval of their	application.			
If the information listed below changes, please o	contact Taxation and	d Property Records imi	nediately.		
Name:	E-Mail:				
Section C – Certification					
I certify that the above information is correct to the reverse) , which apply upon acceptance of this appl			Il conditions set out	in Schedule A (or	
Name of Chief Administrative Officer	Title				
Signature		Date			
For Office Use Only					
Received by:	Арг	olication Status: Approve	d 2 Denied 2		
Date Received:					
Approved by:	Act	ivation Date:			

1. Agreement

The Subscriber is deemed to have accepted the terms and conditions set out herein, which form the contract between the Government of PEI, Department of Finance, Taxation and Property records Division ("Taxation and Property Records"), and the Subscriber in respect to the services offered if, after notification of or receipt of these terms and conditions:

- The Subscriber has submitted an application for access to Municipal Assessment and Tax Information Online: and
- Taxation and Property Records has accepted the application and has provided access to the Subscriber.

2. Description of the Service

Taxation and Property Records, through Municipal Assessment and Tax Information Online, will provide the Subscriber access to up-to-date property assessment and tax information for each parcel of land within the municipal boundary (the "Service"). Municipalities can use MATI to:

- Confirm ownership of a property
- Prepare assessment and tax based reports
- Eliminate the need to use a hard copy assessment roll

3. Access to Municipal Assessment and Tax Information Online

- 3.1 The Subscriber will be provided with a username and password for the purposes of using the Service. The Subscriber is responsible to reset their password at first use.
- 3.2 The Subscriber is responsible for use and maintenance of their account, including ensuring registration information is complete, accurate and current. All correspondence from Taxation and Property Records pertaining to the Subscriber's account and use will be addressed to the Subscriber at the email address provided on the Subscriber's application, as may be updated by the Subscriber.
- 3.3 The Subscriber is the sole recipient and user of the username and password, which provide access to the Subscriber's account. The Subscriber shall not give, loan, lease, sell or otherwise make available their username or password to any other party. The Subscriber is responsible for the security of their username and password.
- 3.4 At its own expense, the Subscriber will provide, operate and maintain their own computer hardware and communications software for the purposes of accessing this account.
- 3.5 The Service is provided to the Subscriber only for the purpose of the Subscriber accessing, downloading and printing the information available on Municipal Assessment and Tax Information Online, which accessed, downloaded or printed information shall not be used for any criminal, fraudulent or other improper purpose.
- 3.6 Taxation and Property Records will suspend the Subscriber's account immediately if in the sole opinion of Taxation and Property Records the Subscriber has breached any term or condition of this Agreement or if the Subscriber puts at risk the ability for other Subscriber(s) to use or access Municipal Assessment and Tax Information Online or any Government records.
- 3.7 The Subscriber's personal information is being collected under the authority of clause 31(c) of the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01, for the purpose of administering the Subscriber's subscription to the Service. This personal information will be used to identify the Subscriber and provide the notices required. Personal information may also be used by us to contact the Subscriber for the purposes of correcting e-mail routing or other system delivery errors. For more information about how personal information is collected, used and disclosed by Taxation and Property Records, please contact the Manager, Tax Administration and Compliance Services at (902) 368-5137.
- 3.8 In the event Municipal Assessment and Tax Information Online receives an electronic transmission from the Subscriber that is infected with a virus or other electronic code that, in the sole opinion of Taxation and Property Records is considered harmful to Municipal Assessment and Tax Information Online, Taxation and Property Records reserves the right to take action as deemed necessary to disinfect such electronic transmission. Taxation and Property Records will not be liable for any changes that may occur to the electronic transmission submitted by the Subscriber, including rendering such transmission unreadable, as a result of the disinfecting process.

4. Payment of Use of Service

- 4.1 Taxation and Property Records will provide the Subscriber with a Municipal Assessment and Tax Information Online account and username and password codes to the account upon approval of the Subscriber's application free of charge.
- 4.2 The user's account subscription term will be for a period of one year from the date of approval. Should the user require continued access to the service, a renewal application will be required.

5. Ownership

- 5.1 Taxation and Property Records will retain sole ownership of all real property information made available to the Subscriber through this account and Municipal Assessment and Tax Information Online and retains copyright on all information available to the Subscriber through Municipal Assessment and Tax Information Online.
- 5.2 The Subscriber shall not give, loan, lease, sell or otherwise make available their account to any other party.
- 5.3 Access to the Subscriber's account, directly or indirectly, shall not extend to affiliates of the Subscriber.

6. Warranty, Limitation and Indemnity

- 6.1 Municipal Assessment and Tax Information Online and the Services are provided "as is" without warranty of any kind, including warranty of fitness for a particular purpose. Taxation and Property Records does not warrant the accuracy or the completeness of Municipal Assessment and Tax Information Online or the Service or any information provided to the Subscriber as a result of using the Service, or that Municipal Assessment and Tax Information Online or the Service will function without error, failure or interruption.
- 6.2 Taxation and Property Records will not be liable to the Subscriber for any direct or indirect, incidental, special or consequential damages of any kind whatsoever, and no action or claim may be brought by the Subscriber or any person against Taxation and Property Records for any loss or damage of any kind caused by any reason or purpose including, without limitation, the Subscriber's use or inability to use Municipal Assessment and Tax Information Online or the Service or any reliance on the functioning of Municipal Assessment and Tax Information Online or the Service.
- 6.3 Taxation and Property Records makes no representations or warranties, either express or implied as to the accuracy of the information made available through Municipal Assessment and Tax Information Online and the Subscriber assumes the entire risk as to the use of all and any information.
- 6.4 The Subscriber will indemnify and save harmless Taxation and Property Records from and against any losses, claims, damages, actions, cause of action, fees and expenses that result from:
 - a) use of, or the inability to use Municipal Assessment and Tax Information Online;
 - b) errors, omissions or inconsistencies to the information contained in the databases made available to the Subscriber through this account.

7. Amendments

The Subscriber acknowledges that Taxation and Property Records may amend the terms and conditions of this Agreement from time to time to accommodate changes in Municipal Assessment and Tax Information Online, the Services provided or for other reasons. In this event, an email will be sent to the attention of the Subscriber at the last email address provided by the Subscriber. The Subscriber's continued use of their account after the email notification of such amendment has been sent constitutes acceptance by the Subscriber of the amended Terms and Conditions of this Agreement.

8. Assignment

This Agreement or any portion thereof shall not be assigned by the Subscriber without the prior written consent of Taxation and Property Records.

9. Entire Agreement

This Agreement is the entire agreement between the parties and supersedes all previous agreements, arrangements, or understandings between the parties hereto whether written or oral, in connection with or incidental to Municipal Assessment and Tax Information Online.

SCHEDULE A - MUNICIPAL ASSESSMENT AND TAX INFORMATION ONLINE - TERMS AND CONDITIONS

10. Governing Law

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the laws of Canada applicable in the Province of Prince Edward Island. The parties hereto irrevocably defer to the jurisdiction of the courts of Prince Edward Island as the sole forum for the determination of any disputes arising hereunder.
- 10.2 Taxation and Property Records shall not be liable for any loss or damage of any kind or fees incurred by the Subscriber should legislation of the Province of Prince Edward Island restrict or prohibit the distribution of all or any of the information made available through Municipal Assessment and Tax Information Online or the Subscriber's account.

11. Termination of Agreement or Municipal Assessment and Tax Information Online

- 11.1 Taxation and Property Records may discontinue Municipal Assessment and Tax Information Online or the Service at any time for any reason without providing notice to the Subscriber.
- 11.2 The Subscriber may terminate this Agreement by providing notice in writing to Taxation and Property Records.
- 11.3 Taxation and Property Records will immediately suspend the Subscriber's account if, in the sole opinion of Taxation and Property Records, the Subscriber breaches this Agreement. At such time, Taxation and Property Records will provide the Subscriber with written notice, by email, specifying the breach. The Subscriber's account will be reactivated if the Subscriber can correct the breach to the satisfaction of Taxation and Property Records.