

Municipal Connect

Terms and Conditions of Use

This website, known as Municipal Connect™, contains proprietary information of the Municipal Property Assessment Corporation (“MPAC”). Your access to and use of the information available through this website is governed by the Municipal License Agreement (the “Agreement”), which includes the applicable product use sheet, and the General Municipal Licence Agreement – OPMA Assessment Mapping Data Products (the “OPMA Agreement” and, together with the Agreement, the “Agreements”) between your municipality and MPAC. Where personal information (as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, “MFIPPA”) is contained on this website, such personal information is governed by MFIPPA.

By accessing Municipal Connect™, you agree and acknowledge that:

1. you are using access credentials (username/password) that have been specifically assigned to you, and you alone, by the administrator of your municipality’s Municipal Connect™ account (“Municipal Connect™ Administrator”).
2. you will ensure that Municipal Connect™ is secure from unauthorized access;
3. you may access and use the information contained on the Municipal Connect™ website solely for your municipality’s internal business purposes as outlined in the Agreements;
4. except as expressly set forth herein or in the Agreements (including the product use sheet), you will not sell, lease, transfer, disseminate or make publicly available any of the information contained on the Municipal Connect™ website;
5. you will immediately notify your municipality’s Municipal Connect™ Administrator if:
 - i. your access to Municipal Connect™ has been or you suspect that your access has been compromised; or
 - ii. the information that has been acquired from Municipal Connect™ has been accessed or used for purposes inconsistent with the Agreements; and
6. your use of the information contained in Municipal Connect™ will be accordance with the terms and conditions of the Agreements, regardless of whether your municipality has executed either of the Agreements.

Your access to and use of the Municipal Connect™ website is governed by the terms and conditions of the Agreements. The following is a brief summary of certain key terms and conditions contained therein. **To the extent there is any conflict between this summary and the provisions of the Agreements, the provisions of the Agreements shall prevail.**

1. You will access and use only that portion of Municipal Connect™ authorized by your municipality’s Municipal Connect™ Administrator. You will access and use the information only for the purposes set out in the Agreements or relevant product use sheet(s). Such uses may include:
 - i. your municipality's internal planning requirements pursuant to Section 53 of the *Assessment Act*,

- ii. information elements that are specified in any Ontario statute or regulation, but only for the purpose(s) expressly set out in such statute or regulation;
 - iii. upon request of a property owner, providing a paper copy of property information pertaining to the property of such owner;
 - iv. where authorized, using the Municipal Connect™ GIS Viewer to provide, upon request, a property owner with a copy of the parcel map of the property of such owner; and
 - v. using information as otherwise set out in the applicable product use sheet.
2. MPAC and its data suppliers reserve all intellectual property rights, title and interests in and to the information contained on the Municipal Connect™ website.
3. MPAC and its suppliers provide information on the Municipal Connect™ website on an “as is” and “where available” basis, and make no guarantees, representations or warranties as to the accuracy, completeness or usefulness of the information for your particular purpose. Furthermore, the mapping functions provided through Municipal Connect™ do not guarantee dimensions and are not a replacement for official survey plans. Notwithstanding the foregoing, you agree to bring any inaccuracies found on the Municipal Connect™ website promptly to MPAC’s attention through your municipality’s Municipal Connect™ Administrator.
4. MPAC and its suppliers make no representation that the Municipal Connect™ website will be continuously available, secure, compatible with the municipality’s equipment or software, or free from errors or viruses.
5. MPAC reserves the right to suspend or terminate access to Municipal Connect™ and/or the Agreements with your municipality in MPAC’s sole discretion for any reason whatsoever, including, without limitation, in the event that there is a breach of the Agreements or these Terms and Conditions of Use.