

## **Terms and Conditions**

To use the Construction Association of Nova Scotia (CANS) Online Bidding System for Sub Trades, you must agree to the following Terms and Conditions by clicking on the "I accept" below.

### **1.0 - Acceptance of Use of the Electronic Bidding System**

1.1 - It is understood and agreed that these Terms and Conditions and any other agreement entered into between the user and the CANS Online Bidding System for Trade Contractors respecting the use of the CANS Online Bidding System for Trade Contractors constitute a binding agreement and that the user hereby consents to conducting the bidding process by electronic documents, records and communications and through the CANS Online Bidding System for Trade Contractors.

1.2 - It is understood and agreed that the provision of the tender call and the submission of bids and bonds through electronic means satisfies any legal requirement that the documents be originals, be in writing, be signed, be sealed or be delivered and otherwise confirms the intention to create a bid bond under seal.

1.3 - It is understood and agreed by all users of the CANS Online Bidding System for Trade Contractors that a General Contractor may be deemed to accept the lowest compliant bidder in the circumstances as set out in the Rules of Procedure for the CANS Online Bidding System for Trade Contractors.

### **2.0 - Disclaimer of Warranties, Exclusion of Liability and Indemnity**

2.1 - It is understood and agreed that this website and all of the information it contains are provided "as is" without warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. Links and references to any other websites are provided for information only and shall not be taken as an endorsement of any kind. The CANS Online Bidding System for Trade Contractors, the CANS Board of Directors (hereafter referred to as 'the Board'), the CANS Standard Practices Committee, the Administrator, the Construction Association of Nova Scotia, and the Bid Calling Authority or their respective affiliates, agents, employees, members, directors and officers, are not responsible for the content or reliability of the linked websites and do not endorse the content, products, services or views expressed within them.

2.2 - It is understood and agreed that in addition to the Exclusion of Liability contained in the CANS Online Bidding System for Trade Contractors Rules of Procedure under no circumstances will the CANS Online Bidding System for Trade Contractors, the Board, the CANS Standard Practices Committee, the Administrator, the CANS, and the Bid Calling Authority or their respective affiliates agents, employees, members, directors and officers, be liable to any person or entity, including the User, for any direct, indirect, special, incidental, consequential or other damages based on any use of the CANS Online Bidding for Trade Contractors website or any other website to which this site is linked.

2.3 - It is understood and agreed that the User will indemnify and hold harmless the CANS Online Bidding System for Trade Contractors, the Board, the CANS Standard Practices Committee, the Administrator, the CANS, and the Bid Calling Authority and their respective affiliates, agents, employees, members, directors and officers, for any loss, damage cost, expense, liability or claim suffered or incurred by, or made against, the CANS Online Bidding System for Trade Contractors, the Board, the

CANS Standard Practices Committee, the Administrator, the CANS, and the Bid Calling Authority and their respective affiliates, agents, employees, members, directors and officers, arising out of the breach of these Terms and Conditions or any other agreement entered into by the User respecting the use of the CANS Online Bidding for Trade Contractors by the User, or the User's fraud, misrepresentation, negligence or willful misconduct in its performance or non-performance under these Terms and Conditions and any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors.

### **3.0 - Fees**

3.1 - It is understood and agreed that the user of the CANS Online Bidding System for Trade Contractors must pay a fee and that the submission or reception of a bid through the CANS Online Bidding System for Trade Contractors will not be permitted until that fee is paid.

3.2 - It is understood and agreed that the user of the CANS Online Bidding System for Trade Contractors may have to pay other fees associated with such use and that the non-payment of any required fee, including but not limited to the fees as outlined in clause 3.1, by the user may result in the user's access to and / or use of the CANS Online Bidding System for Trade Contractors being suspended or terminated without notice.

### **4.0 - Ownership and Use of Information**

4.1 - It is understood and agreed that any information received through the CANS Online Bidding for Trade Contractors is owned by the CANS Online Bidding for Trade Contractors, its affiliates or its agents.

4.2 - It is understood and agreed that information received by the user will not be used, stored, copied, or reproduced, or distributed or disclosed it to any third party, except for the sole purpose of having such third party assist the user in evaluating a tender opportunity.

4.3 - It is understood and agreed that any information received through the CANS Online Bidding for Trade Contractors will not be sold, distributed, published or otherwise disseminated to any third party, or made available for the purpose of resale to any third party, without the prior written consent of the CANS Online Bidding for Trade Contractors. CANS reserves the right to use aggregate data in any manner it deems necessary.

4.4 - It is understood and agreed that certain names, graphics, logos, icons, designs, words, titles or phrases on the CANS Online Bidding for Trade Contractors website may constitute trade names, trademarks or service marks of the CANS Online Bidding for Trade Contractors or other entities. Trademarks may be registered in Canada and in other countries as applicable. The display of trademarks on the CANS Online Bidding for Trade Contractors website does not imply that a license of any kind has been granted. Any unauthorized downloading, re-transmission or other copying or modification of trademarks and/or the contents herein may be a violation of federal or common law, trademark and/or copyright laws and could subject the copier to legal action.

4.5 - It is understood and agreed that all Information on the CANS Online Bidding System for Trade Contractors website is protected under the copyright laws of Canada and in other countries and that certain information may be copyrighted by others. Unless otherwise specified, the user does not have permission to copy, redistribute, reproduce or republish in any form, any information found on the

CANS Online Bidding for Trade Contractors website.

## **5.0 - Confidentiality and Security**

5.1 - It is understood and agreed that the CANS Online Bidding System for Trade Contractors cannot ensure the privacy and authenticity of any information that it sends or receives through the Internet, and it is further understood and agreed that the CANS Online Bidding System for Trade Contractors will not be responsible for any damages incurred respecting confidential information sent over the Internet to the CANS Online Bidding System for Trade Contractors, or if the CANS Online Bidding for Trade Contractors communicates such information upon request of the user.

5.2 - It is understood and agreed that any user ID, password, personal identification number or electronic signature provided by the CANS Online Bidding System for Trade Contractors, CANSnet System or otherwise utilized by the user respecting the CANS Online Bidding for Trade Contractors will not be disclosed by the user to any third party. It is further understood and agreed that the user (a) is solely responsible for all use of its user ID, password, personal identification number and / or electronic signature, (b) has put reasonable security procedures in place regarding its use of the CANS Online Bidding System for Trade Contractors, and (c) will notify the CANS Online Bidding for Trade Contractors immediately of any unauthorized use of its user ID, password, personal identification number or electronic signature and / or of the CANS Online Bidding System for Trade Contractors.

5.3 - It is understood and agreed that the CANS Online Bidding System for Trade Contractors, its affiliates and agents are under no obligation to confirm the actual identity or authority of any individual user of a user ID, password, personal identification number or electronic signature, or any components thereof, and have no liability for damages or harm the user may incur from misuse of same.

## **6.0 - Use of the Internet, Electronic Mail and Computer Systems**

6.1 - It is understood and agreed that if the CANS Online Bidding System for Trade Contractors is accessed through the Internet, the user is responsible for reading and complying with any notices, warnings or disclaimers posted or contained thereon.

6.2 - It is understood and agreed that email is not a guaranteed delivery method and is subject to what is conventionally referred to as anti-spam filters that may impact the delivery of the email to the CANS Online Bidding System for Trade Contractors or CANSnet system email account.

6.3 - It is understood and agreed that the user is solely responsible for ensuring that its computer hardware and software are compatible with that required for the use of the CANS Online Bidding System for Trade Contractors.

6.4 - It is understood and agreed that electronic documents and / or communications may be distorted in the process of transmission or may be displayed differently to different users for technical reasons and that it is the responsibility of the user to ensure the accuracy of all documents and communications.

## **7.0 - Privacy and Consent to Use of Name**

7.1 - It is understood and agreed that while using the CANS Online Bidding System for Trade Contractors the user may provide certain information about itself. It is further understood and agreed that the CANS

Online Bidding System for Trade Contractors / CANSnet Privacy Policy [\[view\]](#) governs the collection and / or use of any such information.

7.2 - It is understood and agreed that the CANS Online Bidding System for Trade Contractors is hereby authorized to make the user's name available to other registered users and authorized users of the CANS Online Bidding for Trade Contractors at any time and in any format for the purpose of meeting the requirements of the CANS Online Bidding System for Trade Contractors, including the publication of document request lists and the names of successful bidders, but excluding the provision of the user's name to other third parties for any purpose not related to the CANS Online Bidding for Trade Contractors without the user's express written consent.

#### **8.0 - Change of Address**

8.1 - It is understood and agreed that the user is responsible for providing its current delivery or invoicing address, fax delivery number and email address to the CANS Online Bidding System for Trade Contractors. It is further understood and agreed that the user will immediately notify the CANS Online Bidding System for Trade Contractors of any change of these addresses through email, facsimile or letter. Users are responsible for ensuring their profile is current.

#### **9.0 - Laws of Application, Assignment and Severability**

9.1 - It is understood and agreed these Terms and Conditions and any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors will be governed by the laws of Nova Scotia and those of Canada applicable therein and subject to the dispute resolution system set out in the CANS Online Bidding System for Trade Contractors Rules of Procedure.

9.2 - It is understood and agreed that, without the User's consent, these Terms and Conditions or any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors may be assigned, in whole or in part, and that the User may not assign these Terms and Conditions or any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors in whole or in part.

9.3 - If one or more terms of these Terms and Conditions or any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors, or the application to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of the these Terms and Conditions or any other agreement entered into by the User respecting the use of the CANS Online Bidding System for Trade Contractors or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each remaining term shall be separately valid and shall be enforceable to the fullest extent permitted by law.

#### **10.0 – Amendments to the Terms**

These Terms and Conditions may change from time to time without notice.