



## Terms of Use

### OSB E-Filing Service

The Office of the Superintendent of Bankruptcy's ("OSB") electronic filing service (the "E-Filing Service") allows Licensed Insolvency Trustees (LITs) to file electronically the insolvency documents relating to summary or ordinary administration and proposals under Division I of the BIA and administrators of consumer proposals ("Administrators") to file electronically the insolvency documents relating to consumer proposals. This includes all insolvency documents related to the above administrations that must normally be filed in accordance with the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 ("BIA"), Rules and Directives. As a condition of using the E-Filing Service, you must read and agree to the terms and conditions set out below.

- 1. Electronic Filing Service.** The E-Filing Service will give you the capacity to file electronically ("e-file"), in accordance with the terms and conditions set out in these Terms of Use, the required documentation relating to summary or ordinary administrations, proposals under Division I and consumer proposals prescribed by the BIA, Rules and Directives, in accordance with and pursuant to the conditions and limitations attached to your licence or if you are an administrator of consumer proposal who is not a LIT your certificate of designation.
- 2. Obligations of the LIT or Administrator.** You acknowledge and agree that, as a condition of use of the E-Filing Service, you:
  - (a) shall retain in the appropriate file all LIT or Administrator-generated documents including signed copies of all electronic documents which are e-filed with the OSB;
  - (b) shall ensure that all LIT or Administrator-generated documents are signed by the appropriate person, as required under the BIA;
  - (c) assume responsibility for all persons who submit e-file documents on behalf of the LIT or Administrator and maintain an accurate and up-to-date list of the registered users who are permitted to e-file on your behalf;
  - (d) shall use the system in a responsible manner and will follow the instructions directed to E-Filing Service users by the OSB and its representatives.
- 3. Disclaimer of Warranties.** The OSB does not warrant or represent that it will provide continuous access to the E-Filing Service and you acknowledge that the E-Filing Service may be interrupted from time to time for reasons of system maintenance or otherwise.

4. **Supervisory powers of Superintendent.** You hereby acknowledge and understand that you must continue to comply with all provisions of the BIA while using the E-Filing Service and that all supervisory powers of the Superintendent under the BIA continue to apply and may be exercised in order to verify compliance with these Terms of Use.

5. **Term, Amendment, Termination and Revocation of E-Filing Service**

- (a) **Term.** You shall be bound by these Terms of Use from the date of execution set out below until the Terms of Use are terminated.

- (b) **Amendment.** The OSB may amend these Terms of Use at any time. Any such amendment shall be acknowledged by you and shall be binding upon you. The acknowledged amendment will revoke any previous Terms of Use.

- (c) **Revocation by OSB.** The OSB may terminate these Terms of Use and revoke your access to the E-Filing Service at any time, with or without notice, upon your failure to comply with any of the terms and conditions set out in these Terms of Use. In the event of such revocation, the OSB will advise you, either at the time of termination or within a reasonable time thereafter, as to the reasons why your access to the E-Filing Service was revoked, as well as the requirements to be fulfilled for your access to be reinstated.

- (d) **Termination of E-filing Service.** The OSB may suspend or cease offering the E-Filing Service at any time and upon such an event, these Terms of Use shall be terminated forthwith.

6. **Communication with Office of the Superintendent of Bankruptcy.** Your agreement to be bound by the terms and conditions set out herein, along with any notice request or other communication to be sent to the OSB pursuant to these Terms of Use, shall be given to the Designated Assistant Superintendent of the Division in which you practice.

**If you are not currently registered, you may do so by sending a signed copy of this Terms of Use to the Designated Assistant Superintendent. By doing so, you acknowledge that you have read and understood the Terms of Use and agree to be bound by all of its terms and conditions.**

**If you are currently registered, you may accept this amendment to your Terms of Use electronically or by sending a signed copy to the Designated Assistant Superintendent. By doing so, you acknowledge that you have read and understood the amended Terms of Use and agree to be bound by all of its terms and conditions.**

<b>To be completed by Individual LIT or Administrator :</b>	
Name of Individual LIT or Administrator:	
Individual licence or authorization number:	
Signature :	
Office Address:	<hr/> <hr/> <hr/>
Email Address:	
ISED Username:	
Date:	

<b>The following is for OSB internal use only :</b>	
Name of DAS (please print): . .	
Indicate either "Approved" or "Not Approved":	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Signature of DAS: . . . . .	
Date: . . . . .	
Other:	<hr/> <hr/> <hr/> <hr/>