

Terms and Conditions of Use

This electronic registry system for the Registration Identification Selection Performance ("eRISP") evaluation programme, is a registry for consultants who provide engineering, technical and environmental consulting services on highway construction projects, (the "Service") to the Province of British Columbia, as represented by the Ministry of Transportation and Infrastructure (referred to below as the "Province", or "We" "Us" or "Our").

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AND, IF YOU UNDERSTAND AND AGREE, THEN TICK '**I AGREE**' (OTHERWISE, TICK '**I DO NOT AGREE**') AT THE BOTTOM OF PAGE 2, FILL IN THE REMINDER OF THE FORM AND FAX BOTH PAGES 1 & 2 OF THE SIGNED FORM TO THE RISP ADMINISTRATOR AT (250) 387-7735.

SERVICE TERMS AND CONDITIONS

If you register with the Service, you understand and agree that:

1. You are responsible for ensuring that your registration information is complete, accurate, and current. In the event you update your registration information, We cannot guarantee or warrant the updated registration information can be processed by Us within a specific time frame or for a specific work opportunity.
2. You have read, understood and agree to the RISP Policy and Procedures Guide and its appendices.
3. Personal information supplied to register with the Service (identifying information supplied by you to obtain a British Columbia electronic identification signature key for the eRISP system and to be on the eRISP database of consulting firms) is collected under the authority of section 26 (c) of the *Freedom of Information and Protection of Privacy Act* for the operation of the RISP program. This personal information will be used to identify RISP users and track the engineering qualifications, related firm expertise, staff and work capacity to work opportunities as they arise. Personal information supplied and identifying information from a RISP user will be used for the purpose of management of the work opportunities for engineering consultants. Personal information held by the Province may also be used by Ministry of Transportation and Infrastructure staff to contact RISP users 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, please contact the eRISP Help Desk at (250) 387-5655.
4. We retain the copyright on all information made available to you through the Service. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
5. You should not rely on the Service as your exclusive method of learning about bid opportunities made available by Us.
6. The Province is not responsible for damages arising from your use of this Service and any technical defect including inadequate functioning, breakdown, delay in the transmission of information, virus, e-mail send/receive delay or failure, or failure of accessibility originating from your internet service provider or Our server failure.

7. If you have a valid British Columbia electronic identification signature key ("BCEI Key") and you are attempting to enter the secured RISP website, you will be given three attempts to enter the correct BCEI Key sequence. You agree that, if, on the third attempt, the BCEI Key is incorrectly entered, the system will prohibit you from entering its secured area. You agree that your organization's primary contact will be responsible for contacting the Service to reinstate a user account that has been suspended for whatever reason.

8. In the event the Service receives an electronic transmission from you that is infected with a virus or other electronic code that, in the sole opinion of the Province is considered harmful to the Service, the Service reserves the right to take action as deemed necessary to disinfect such electronic transmission. We will not be liable for any changes that may occur to the electronic transmission submitted by you, including rendering such transmission unreadable, as a result of the disinfecting process.

9. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE ACCURACY OR THE COMPLETENESS OF THE SERVICE, OR THAT THE SERVICE WILL FUNCTION WITHOUT ERROR, FAILURE OR INTERRUPTION.

10. NO ACTION MAY BE BROUGHT BY ANY PERSON AGAINST THE PROVINCE FOR ANY LOSS OR DAMAGE OF ANY KIND CAUSED BY ANY REASON OR PURPOSE INCLUDING, WITHOUT LIMITATION, RELIANCE ON THE FUNCTIONING OF SERVICE.

11. The Province may discontinue the Service without giving you notice.

12. The Province may amend these Terms and Conditions at any time by providing notice to you of the amended Terms and Conditions. Continued use of the Service after such notice constitutes your acceptance of the amended Terms and Conditions.

13. The Service is provided only for the purposes described on this web page and cannot be used for any other purpose.

14. Your use of the website and any dispute arising out of such use is subject to the laws of British Columbia.

I AGREE I DO NOT AGREE

Office Name as entered in RISP:

City:

Office RISP ID:

RISP Contact Name:

RISP Contact signature: _____

Date: