

## Building Benchmark BC Terms and Conditions

The participation by you, your company, your organization, your employees and staff (as applicable) (collectively, “**you**”, “**Participant**”, “**Partner Organizations**” ) in the Building Benchmark BC program (“**Program**”), all of the information that you submit to Open Regenerative Technologies Inc., doing business as Open Technologies (“**Company**” or “**we**” or “**us**” or “**our**”) as a representative of the Building Benchmark BC initiative and your use of any of the data supplied by the Program (information submitted, accessed, and provided, collectively the “**Program Data**”) is subject to the following terms and conditions (“**Terms**”) as well as the Company Privacy Policy found at [<https://buildingbenchmarkbc.ca/privacy-policy/>] (“**Privacy Policy**”).

**BY PARTICIPATING IN THE PROGRAM, OR USING PROGRAM DATA YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU MUST NOT PARTICIPATE IN THE PROGRAM OR SUBMIT OR USE PROGRAM DATA.**

### COLLECTION AND USE OF INFORMATION

You hereby acknowledge and consent to the Company’s collection of the business contact information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and any other applicable similar, replacement or supplemental provincial or federal laws in effect from time to time) (“**Business Contact Information**”) from each of your building contacts (“**Building Contact**”) as well as information about the buildings you manage (“**Building Information**”), and other information provided to us pursuant to participating in the Program, including any agreements entered into between you and us (collectively, “**Business and Building Information**”).

The Business Contact Information collected by us for each Building Contact includes but is not limited to:

- their first and last name;
- the name of the company they work for;
- their phone number and email address;
- their position and title; and
- their relationship to each building they manage.

The Building Information collected by us for each building in the Program includes but is not limited to:

- name;
- address;
- property type;
- gross floor area;
- irrigated area;
- site energy use intensity;
- source energy use intensity;
- water use intensity;
- Greenhouse Gas Emissions;
- Greenhouse Gas Emission Intensity; and
- ENERGY STAR score.



You further acknowledge and consent to the Company retaining such Business and Building Information for as long as permitted or required by law and to the Company using such Business and Building Information pursuant to the Terms below.

We may also collect additional information within the context of assisting you with the setup of your ENERGY STAR Portfolio Manager account, including any information we may see during a screen sharing information session. This information will not be stored, shared or disclosed by the Company.

## REPRESENTATION OF NECESSARY CONSENT

You represent and warrant that you have all necessary authorizations and consent, and in the case of a corporation or other incorporated entity or non-incorporated organization, the necessary power to disclose and share the Business and Building Information listed above to us and our affiliates and partners in the Program. You further represent that the Business and Building Information you share is, to the best of your knowledge, free from errors and omissions.

## DISCLOSURE OF BUSINESS CONTACT INFORMATION

The Business Contact Information will be available and disclosed to Partner Organizations (defined below) involved in the Program and their respective employees and contractors.

Partner Organizations in the Program currently include the following entities:

- Natural Resources Canada
- Province of British Columbia
- B.C. Hydro
- Metro Vancouver
- University of British Columbia
- City of Vancouver
- City of Burnaby
- City of Surrey
- City of Richmond
- City of New Westminster
- City of Victoria
- District of Saanich
- City of Kamloops
- City of Kelowna
- Township of Langley
- City of Abbotsford
- City of North Vancouver
- District of North Vancouver
- Capital Regional District

(collectively, "**Partner Organizations**").

The entities included as Partner Organizations are subject to change without notice, provided however, that all Partner Organizations shall be bound by these Terms.

## CONSENT TO PUBLIC DISCLOSURE OF BUILDING INFORMATION



Each Participant in the Program will have the option to consent to the public disclosure of their Building Information including, but not limited to:

- name of building;
- address of building;
- property type;
- gross floor area;
- irrigated area;
- site energy use intensity;
- source energy use intensity;
- water use intensity;
- Greenhouse Gas Emissions;
- Greenhouse Gas Emission Intensity; and
- ENERGY STAR score.

For Participants that have consented to Public Disclosure, all of the above Building Information will be made available on a public disclosure map and within Program reports and materials (“**Public Disclosure**”).

## REVOCATION OF PUBLIC DISCLOSURE CONSENT

You may revoke your consent to Public Disclosure at any time by writing to [support@buildingbenchmarkbc.ca](mailto:support@buildingbenchmarkbc.ca). Within seven days from revoking your consent to Public Disclosure, the Company will remove your property name and address from the visible dataset as well as any identifying links to your Building Information. Your building information will be included only within the anonymized or aggregate datasets and data visualizations noted above.

## DISCLOSURE OF ANONYMIZED OR AGGREGATED BUILDING INFORMATION

In cases where a Participant has not given consent to Public Disclosure of Building Information or has revoked such consent, no Building Information will be included in the visible dataset or the Public Map. However, anonymized and/or aggregated energy performance data from such buildings may be included in the energy performance histograms or other public data visualizations that form part of the Program. The Building Information may be included in the data used to generate various data visualizations illustrating the energy use of buildings of a particular size or age or any other data visualization desired for the Program. The information displayed in these data visualizations will not identify individuals, individual buildings or be linked to any Business Contact Information. Aggregated and/or anonymized Building Information may also be used to create additional data and analytics products (“Additional Products”). These Additional Products will not contain business contact information or any other information that could identify individuals or individual buildings. The Company may disclose, transfer or sell these Additional Products to third parties or use them for any other purpose.

## DISCLOSURE TO REGULATORY AUTHORITIES

We may disclose your Business Contact Information, and Business and Building Information, for the purposes of meeting legal, regulatory, audit, processing and security requirements. We may otherwise collect, use and disclose such information as permitted or required by law (including as required by applicable foreign laws).

## PROTECTION OF INFORMATION

Only authorized employees and contractors of the Company and Partner Organizations that require access to your Business and Building Information in connection with your participation in the Program will have access to such information. The Company and Partner Organizations hereby agree to protect all information obtained by them and their employees and contractors in accordance with these Terms and hereby agree only to use such information in accordance with these Terms and for the sole purposes of participating in the Program.

## IP OWNERSHIP

You acknowledge that the Company owns all right, title and interest, including all intellectual property rights, in and to any information, data, documents, agreements, files, copyright works, trademarks, industrial designs, design rights, inventions, inventive ideas, discoveries, innovations, developments, or improvements thereto, created by the Company in relation to the Program, including data sets, tables, info-graphics, and other works created using the Building Contact Information, and Business and Building Information (collectively “**Intellectual Property**”). To the extent that the Company does not own or have rights to the Intellectual Property or use thereof, you hereby provide the Company an exclusive, irrevocable, sublicensable, transferable, fully paid up, royalty free, worldwide licence to any such Intellectual Property that you own.

## IP LICENCE

The Company Intellectual Property is licensed by the Company to you for the sole purpose of participating in the Program, provided you continue to participate in the Program and are not in breach of these Terms. Such licence will be a non-exclusive, revocable, non-sublicensable, non-transferable, fully paid up, royalty free, worldwide licence. You hereby agree not to disclose, release, distribute or deliver an Intellectual Property, or any portion thereof, to any third party outside of the Program or without our express written consent, not to be unreasonably withheld. Without limiting the generality of the foregoing, you agree not to: (i) copy, modify, or create derivative works of the Intellectual Property, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Intellectual Property; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source of any Intellectual Property or methods used to create the Intellectual Property, in whole or in part; (iv) remove any proprietary notices included within the Intellectual Property; (v) public, enhance, or display any compilation or director based information derived from the Intellectual Property; (the foregoing, all except as in accordance with these Terms and the Program) or (vi) use the Intellectual Property in any manner or for any purpose that infringes, misappropriates or otherwise violates the intellectual property right or other right of any person (including the Company), or that violates any applicable law.

## ACCESS AND CORRECTIONS

If you wish to access or make corrections to your Business and Building Information in our possession, you may write to [support@buildingbenchmarkbc.ca](mailto:support@buildingbenchmarkbc.ca).

For further information about the Company’s privacy practices, you may write to [support@buildingbenchmarkbc.ca](mailto:support@buildingbenchmarkbc.ca).

## **TERM AND TERMINATION**

The term of your participation in the Program will last until you give notice to the Company of your desire to terminate your participation in the Program or the Company provides you notice that your participation in the Program is being terminated.

Upon receipt of notice to terminate your participation in the Program or upon delivery of notice that the Company is terminating your participation in the Program, no new nonpublic information about you will be collected by the Company or used in its Business and Building Information or Additional Products.

## **ENUREMENT**

Your consent to these Terms will continue unless you notify us in writing that you wish to withdraw your consent.

## **RELEASE**

YOU HEREBY IRREVOCABLY, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE THE COMPANY, AND ITS SUCCESSORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS (AND PARTNER ORGANIZATIONS, AS APPLICABLE) OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, DAMAGES, LOSSES, COSTS AND EXPENSES OF EVERY NATURE AND EVERY KIND, WHICH YOU OR YOUR BUSINESS NOW HAS OR AT ANY TIME HEREAFTER CAN OR MAY HAVE, WHETHER KNOWN OR UNKNOWN, IN ANY WAY ARISING OUT OF OR IN RELATION TO YOUR PARTICIPATION IN THE PROGRAM, USE OF PROGRAM DATA OR ANY AUTHORIZATIONS PROVIDED IN CONNECTION WITH THE PROGRAM.

THE COMPANY HEREBY IRREVOCABLY, FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES YOU, AND YOUR SUCCESSORS, ASSIGNS, SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS (AND PARTNER ORGANIZATIONS, AS APPLICABLE) OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION IN LAW OR IN EQUITY, DAMAGES, LOSSES, COSTS AND EXPENSES OF EVERY NATURE AND EVERY KIND, WHICH THE COMPANY OR THE COMPANY'S BUSINESS NOW HAS OR AT ANY TIME HEREAFTER CAN OR MAY HAVE, WHETHER KNOWN OR UNKNOWN, IN ANY WAY ARISING OUT OF OR IN RELATION TO THE COMPANY'S PARTICIPATION IN THE PROGRAM, USE OF BUSINESS AND BUILDING INFORMATION OR YOUR INTELLECTUAL PROPERTY OR ANY AUTHORIZATION PROVIDED IN CONNECTION WITH THE PROGRAM.

## **GOVERNING LAW AND JURISDICTION**

Participating in the Program, the use of Program Data and these Terms will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of British Columbia or any other jurisdiction) and notwithstanding your or the Company's domicile, residence or physical location.

Any action or proceeding arising out of or relating to participating in the Program, the use of Program Data or under these Terms will be instituted in the courts of the province of British Columbia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You and the Company waive any and all



objections to the exercise of jurisdiction over you or the Company by such courts and to the venue of such courts.

## **WAIVER**

No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## **SEVERABILITY**

If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **CONTACT**

All questions, feedback, comments, requests, and other communications relating to these Terms, participation in the Program and use of Program Data should be directed to [support@buildingbenchmarkbc.ca](mailto:support@buildingbenchmarkbc.ca).