

## Terms of Use: Before You Dig Partners Service

### 1. Introduction:

Before You Dig Partners provides a communication service between those intending to disturb the ground and facility owners who register buried facilities with Utility Safety Partners, BC 1 Call, Sask 1st Call and Click Before You Dig MB (The **Service**). Your use of the Service indicates your acceptance of and agreement to these Terms of Use. Before You Dig Partners reserves the right to change these terms and conditions from time to time and as it sees fit.

### 2. Liability. Users of the Service, both excavators and facility owners, are responsible for submitting accurate and complete information.

Information provided to excavators through the Service is supplied by the facility owner, and Before You Dig Partners does not make any representations or warranties toward the accuracy, reliability, completeness, or timeliness of this information. Before You Dig Partners is not liable for costs, claims, expenses, or loss arising from incorrect or incomplete information provided through use of the Service nor the failure to correctly or accurately interpret information supplied through the Service.

### 3. Website:

Before You Dig Partners may, at its discretion, determine when the website is available and what information, data, features, and functionality are made available via the website. Users must keep username and password information secure and are responsible for all use of the website through said username and password. Users agree to use the website as it is intended to be used. Misuse of the website includes but is not limited to persistently sending unsolicited communications without reasonable cause, knowingly introducing material which is malicious or technologically harmful, and attempting to gain unauthorized access to the website, server, or database connected to the Service.

### 4. Advertising, Links and E-commerce Offers:

The website contains hyperlinks and other pointers to third party websites which are not under the control of Before You Dig Partners. Before You Dig Partners is not responsible for the contents of any linked third party websites. Inclusion of a hyperlink or other pointer is provided for user convenience and does not imply an endorsement of a third party website by Before You Dig Partners.

### 5. Intellectual Property:

All intellectual property in respect to the Before You Dig Partners Service is owned by PelicanCorp, Before You Dig Partners, or the facility owner. Users acknowledge and agree to not dispute such ownership, cause or permit anything that may damage the owner's title to such intellectual property or use such intellectual property otherwise than as permitted by these Terms of Use.

### 6. Privacy Policy:

Before You Dig Partners collects, uses, and discloses personal information in accordance to the provisions and requirements of Provincial Personal Information Protection Act (PIPA) / Freedom of Information and Protection of Privacy Act (FOIP): [Alberta PIPA](#) [BC PIPA](#) [Saskatchewan FOIP](#) [Manitoba PIPA](#) .

Personal information will be collected, used, and disclosed only for the purpose of delivering the Service except as required by law or as permitted by a specific exemption in PIPA. Before You Dig Partners has made, and will continue to make, reasonable arrangements to secure against the unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction of personal information.

### 7. General.

A waiver, failure, or delay to exercise a right arising from a breach of these Terms of Use does not waive the right to subsequently enforce the provisions of these Terms of Use. No agency, partnership, joint venture, independent contractor, employee – employer relationship is intended or created by these Terms of Use.

### 8. Validity of Provisions:

If any provision of these Terms of Use is or becomes unenforceable, invalid, or contravenes applicable regulations, the remaining provisions will not be affected.