

YUKON

PERSONAL PROPERTY REGISTRY

PRODUCT DESCRIPTION

Terms used in this Product Description and not defined in the Atlantic Canada On-Line* Client Application are defined in Section 8 below.

1. A) THE YUKON PERSONAL PROPERTY REGISTRY

The Yukon Personal Property Registry (PPR) is a centralized computer registry serving the entire Yukon Territory. The Yukon PPR allows both individuals and enterprises to record their financial interest in personal property. The *Personal Property Security Act* (PPSA) (including as amended by the *PPSR (Electronic) Amendments Act* (RSY 2015, c.5), other amendments and regulations) governs the collection, use and disclosure of information and use of the system for registering, managing and reporting financial security interests in personal property.

The registration types that are available include:

- PPSA Financing Statement
- Garage Keepers Claim of Lien, as authorized by the *Garage Keepers Lien Act*
- *Maintenance Enforcement Act* Order (only registered by the director of maintenance enforcement appointed under the *Maintenance Enforcement Act*)

The registrations listed above are entered into the Yukon PPR as authorized by the PPSA, the *Garage Keepers Lien Act*, the *Maintenance Enforcement Act* and any other Acts which authorize registration in the Yukon PPR.

B) ACOL Client and User Accounts

If access to the Yukon Personal Property Registry has been requested, information supplied for ACOL client and user account creation to enable access to the registry functions (section 2) is collected under the Yukon

- *Personal Property Security Act* (PPSA) s.40.02 and associated regulations
- *Access to Information and Protection of Privacy Act* (ATIPP) s. 29(c).

Your supplied information, which may include personal information, will only be used to permit operation and to administer the ACOL System and the registry. This includes activities such as

- Using the email address to send results of detailed search and transaction/financial reports,
- Using contact names, emails and phone numbers as needed to communicate and resolve issues,
- Using your web browser name, version and IP address for web analytics,
- Entering individual's names when setting up user accounts.

If you are creating accounts and usernames for individuals other than yourself, including employees, you must, under the Yukon ATIPP act, affirm that you have their authorization to use their personal information (name, title, phone, fax and email if applicable) in the account setup. You must make them aware how their personal information will be used and that their registry functions (under section 2) and associated fees (section 5) incurred are logged and available to the ACOL account holder or their designate.

* ACOL and Atlantic Canada On-Line are registered official marks of the Provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island.

2. PERSONAL PROPERTY REGISTRY FUNCTIONS

The PPR provides the following functions:

- Enter a (new) registration
- Amend a registration
- Renew a registration
- Discharge a registration
- Re-register a registration
- Global change of registered interest
- Search the PPR database by:
 - Debtor (Individual) Name
 - Debtor (Enterprise) Name
 - Serial Numbered Goods – see also, Lien Check available at <https://pprs.acol.ca/lc>
 - Registration Number
- Submit a batch file for registrations and/or searches (for large volume users under special arrangements)

The PPR provides the following administrative functions to users:

- View PPR Client Information
- Update PPR Client Information
- Create New PPR Client
- View Secured Party Number Information
- Update Secured Party Number Information
- Create New Secured Party Number

Use of the above PPR functions is provided subject to applicable laws regarding the collection, retention, use and disclosure of personal information.

3. EQUIPMENT REQUIREMENTS

Clients can connect remotely to the PPR from their home or business using their personal computer with Internet access.

In order to connect remotely to the PPR, your personal computer must have an Internet connection and must be configured to include the following:

- A supported Internet web browser:
 - We recommend and support the most current versions of Microsoft Internet Explorer. Other browsers may also work.
 - Your browser must support TLS (manual configuration may be required for some browsers).
 - Your browser must be configured to enable JavaScript.
 - Your browser must be configured to accept cookies from acol.ca.
 - Your browser must be configured to accept pop-ups from acol.ca.
- A Portable Document Format (PDF) reader, for example: Adobe Reader®.

4. CLIENT SUPPORT AND DOCUMENTATION

Documentation and instruction on the use of the PPRS is provided through the on-line help facility of the system. Client Support is provided by Unisys Canada Inc. through the ACOL Client Support Centre, which can be contacted by calling 1-855-324-ACOL (2265) or webcomments@acol.ca.

5. FEES

The Client agrees to pay the fees described below immediately upon completion of each PPRS transaction.

- registration of a financing statement
 - time period
 - 1 - 25 years
 - initial registration fee \$10.00
 - plus for each year of the period \$7.00 per year
 - infinity \$500.00
- renew a registration of a financing statement
 - time period
 - 1 - 25 years
 - initial renewal fee \$10.00
 - plus for each year of the period \$7.00 per year
 - infinity \$500.00
- registration of a Garage Keepers Claim of Lien \$15.00
- discharge a registration No Fee
- re-register a registration under subsection 34(5) of the Act \$15.00
- amend a registration \$15.00
- effect a global change of multiple registrations \$500.00
- search the registry \$10.00 per search

The above fees are specified in detail in a schedule of the Yukon *Personal Property Security Act Regulations*. In the event of a discrepancy between the above and the Yukon PPSA Regulations, the Regulations shall prevail.

6. ACCESS CONDITIONS

- 6.1. The Client shall designate a PPR Administrative User who will be responsible to maintain the PPR Client Information of the account on behalf of the Client.
- 6.2. Upon first signing on to the PPRS, the PPR Administrative User will perform PPRS Administration and create a new PPR Client by entering the required client information on the computer screen titled "Create New PPR Client".
- 6.3. Only the PPR Administrative User may authorize Secured Party Administrator privileges to other user IDs of the account on behalf of the Client.
- 6.4. If the Secured Party has been identified to the PPRS by Secured Party Number, the PPRS will address and deliver Electronic Notice to Secured Party to the attention of the Secured Party Administrator. The Client agrees that Electronic Notice addressed to the Secured Party Administrator constitutes notification sent by the Registrar for purposes of the PPSA and Regulations.
- 6.5. If the Secured Party has been identified to the PPRS with an email address that has been designated for receipt of the Electronic Notice to Secured Party, the PPRS will send Electronic Notice to

Secured Party to the designated email address. The Client agrees that Electronic Notice sent to the designated email address constitutes notification sent by the Registrar for purposes of the PPSA and Regulations.

- 6.6. If the Secured Party has been identified to the PPRS without the use of a Secured Party Number, a paper copy of the notice to Secured Party will be sent by Canada Post surface mail to the attention of each Secured Party identified in the registration.

7. LIMITATION, INDEMNITY AND DISCLAIMER

- 7.1. Subject to Section 51 of the PPSA, the Client assumes the entire risk as to the completeness and accuracy of any and all information entered into the PPR and shall indemnify and save harmless the Territory from and against any and all losses, claims, damages, actions, causes of action, costs, and expenses that result therefrom.
- 7.2. Should the PPRS not operate in all material respects substantially in conformance with its Product Description, the Territory shall use reasonable efforts to effect the necessary corrective action.
- 7.3. The Territory does not warrant that the PPRS shall function without failure, error or interruption. If any attempted use of the PPRS fails through a fault of the Territory, the Territory shall rebate to the Client the fees, if any, paid by the Client to the Territory associated with the failed use of the PPRS.
- 7.4. Subject to Section 51 of the PPSA, the Territory makes no warranties with respect to the PPRS, the PPR or any information contained therein, the Product Description or any other information provided to the Client. Any other products and services provided by the Territory under these Terms and Conditions are provided on an “as is” basis, without any other warranties, representations or conditions, express or implied including, without limitation, warranties or conditions of accuracy, completeness, currency, merchantable quality, fitness for a particular purpose, or those arising by law or by statute, or by usage of trade or course of dealing. The entire risk as to the results and performance of the PPRS and any products and services provided by the Territory under this Agreement is assumed by the Client. The Territory shall not have any liability to the Client or any other person or entity for any claims, actions, loss or damage including, without limitation, loss of revenue, profit or savings, lost or damaged data, or other commercial or economic loss, or any indirect or incidental, special or consequential damages whatsoever, even if the Territory has been advised of the possibility of such damages.
- 7.5. Subject to Section 51 of the PPSA, the maximum aggregate liability of the Territory to the Client for any claim whatsoever related to the PPR or to any services provided by the Territory under this Agreement shall not exceed the fees paid to the Territory by the Client for use of the PPRS on the day in which the cause of such claim occurred. This Section shall apply whether or not the liability results from a claim in tort including negligence or negligent misrepresentation or from a breach of a fundamental term or condition or a fundamental breach.

8. GLOSSARY OF TERMS AND DEFINITIONS

- 8.1. “Electronic Notice” means the electronic message generated by the PPRS to the PPR Secured Party Administrator of the Client’s account to verify a change in a registration (including discharge, re-registration, amendment or global change) for which the Client is a Secured Party when the change may affect the status of the Client as a Secured Party.
- 8.2. “PPR” means the Personal Property Registry as established by the PPSA.
- 8.3. “PPRS” means the service to provide electronic access to the PPR for purposes including, but not limited to, information retrieval, search, update, and registration.
- 8.4. “PPSA” means the *Personal Property Security Act*, RSY 2002, Chapter 169, as amended.
- 8.5. “PPR Administrative User” means the person designated by the Client as the PPR systems administrator for the PPR access privileges on the Client’s account.

- 8.6. “PPR Client Information” means the Client’s name, address, phone number, fax number and contact person’s name and position. (The contact person may be the PPR Administrative User or the Secured Party Contact.)
- 8.7. “Regulations” means the *Personal Property Security Regulation* made pursuant to the PPSA.
- 8.8. “Search” means a single inquiry on the PPR according to any one of the following criteria: name of debtor (individual or enterprise), registration number, serial numbered goods.
- 8.9. “Secured Party” means a Secured Party as defined in the PPSA and the *Personal Property Security Regulation* and includes a garage keeper, the director of maintenance enforcement and a person entitled to the benefit of a Court order, as the case may be.
- 8.10. “Secured Party Administrator” means the person designated by the Client as the systems administrator for the Secured Party Number(s) and the Secured Party Information.
- 8.11. “Secured Party Contact” means the name of the person designated by the Client to receive inquiries about the Client’s registered interests.
- 8.12. “Secured Party Information” means the Secured Party’s name, address, phone number, fax number and Secured Party Contact person’s name and position.
- 8.13. “Secured Party Number” means the unique number issued to the Client which represents the Secured Party Information for the purpose of registering an interest in the PPR.
- 8.14. “Territory” means the Government of Yukon, as represented by the Minister of Community Services.