

CleanFARMS

Terms and Conditions Information Sharing and Online Sales Survey

These terms and conditions (“**Terms**”) apply to the information that you, as a CleanFARMS member, provide to CleanFARMS (“**Member Information**”), including information provided through CleanFARMS’ online sales survey application (“**Application**”).

By submitting Member Information and by accessing and using the Application you agree to these Terms.

1. **Account Information.** You may access the Application through your username and password. You must keep your username and password confidential. You are solely responsible and liable for all activity conducted through your Application account. You must immediately notify CleanFARMS if you become aware of or reasonably suspect any security breach, including any loss, theft or unauthorized disclosure or use of your password.
2. **Code of Conduct and Other Rules.** Whenever you access or use the Application, in addition to these Terms you must comply with all applicable laws, the CleanFARMS Code of Conduct, and any other rules, policies or procedures that CleanFARMS communicates to you from time to time.
3. **Information Sharing.** You will provide CleanFARMS with all data and information requested and reasonably required by CleanFARMS from time to time to carry out its mandate. CleanFARMS will store, use and disclose Member Information in accordance with approved corporate policies and as set out in these Terms.
4. **Information Survey.** Without limiting the previous paragraph, you will fully and accurately complete the CleanFARMS each annual sales survey on or before the specified submission deadline.
5. **Government Reporting.** You acknowledge and agree that CleanFARMS is required by regulation to submit reports to various government entities, which reports depend on the timely completion of CleanFARMS sales surveys. You hereby irrevocably acknowledge and agree that CleanFARMS may notify the applicable government authorities of your failure to complete a sales survey by the specified deadline.
6. **Member Data.** As between you and CleanFARMS, you own your Member Data. Subject to these Terms, CleanFARMS may possess, store, use, copy, manipulate, format, display, distribute and process your individual Member Data for the sole purpose of compiling information for membership levies and for invoicing, subject to the confidentiality provisions set out below. CleanFARMS will not use your Member Data except for those purposes or as otherwise set out in this Terms, or as you otherwise authorize.

CleanFARMS will restrict access to your Member Data to those of its employees, directors, officers, agents, professional advisors and subcontractors who need to access your Member Data for the purposes set out above or otherwise to perform CleanFARMS’ obligations or exercise CleanFARMS’ rights under these Terms. CleanFARMS may also disclose your Member Data to the extent required by law provided that: (i) CleanFARMS promptly notifies you of the proposed disclosure and the reason for the proposed disclosure (unless CleanFARMS is prohibited by law from doing so), and (ii) CleanFARMS provides you with reasonable assistance to oppose the proposed disclosure.

7. **Member Data Security.** CleanFARMS will keep the Member Data confidential and will make reasonable security arrangements to protect the Member Data against the risk of unauthorized or unlawful access, collection, retention, use, disclosure, disposal or modification.

8. **Aggregated Data.** You acknowledge and agree that CleanFARMS may analyse, maintain and group data, including all Member Data, where the resulting data (“**Aggregated Data**”) no longer identifiably references any CleanFARMS member. Notwithstanding this agreement’s confidentiality obligations or any other wording in this agreement, CleanFARMS owns the Aggregated Data and CleanFARMS and its affiliates may create, use, modify, disclose and otherwise exploit Aggregated Data in any way and for any purpose, including the creation of derivative works. Without limiting the foregoing, CleanFARMS may use the Aggregated Data for: (i) calculating regional and national return rates; (ii) annual budgeting; (iii) government reporting as required by regulation; and (iv) such other planning and reporting activities that CleanFARMS seems necessary.

9. **Security and Viruses.** CleanFARMS has taken reasonable steps to make the Application secure, but due to the inherent open nature of the Internet cannot guarantee that communications between you and CleanFARMS or your Application account will be free from unauthorized access by third parties such as hackers, and your use of the Application demonstrates your assumption of this risk.

CleanFARMS has also taken reasonable steps to ensure that the Application is free of computer viruses and other harmful components. Nevertheless, you should install and maintain appropriate anti-virus and other protective software on the devices from which you access and use the Application. You acknowledge and agree that, as with all systems that permit file upload or transmission over the internet, the Application carries the risk that you may send, receive, upload, download or transmit a file that contains a virus or other harmful component that may damage your computers, systems and electronic files, and may spread and damage other persons’ computers, systems and electronic files. Without limiting any other part of these Terms, CleanFARMS disclaims all liability for any computer viruses or other harmful or destructive programs that you may download from the Application.

10. **Proprietary Rights.** The Application, its organization and design, and all information, images, artwork, text, video, audio, pictures and other material on the Application (collectively the “**Content**”) are protected by copyright and other proprietary rights, all of which CleanFARMS owns or has the right to use. You may not copy, reproduce, republish, post, transmit, display, frame in another web page, perform, distribute, modify or create derivative works from the Application without CleanFARMS’ prior written approval. You do not acquire ownership rights to your Application account or any Content by accessing or using the Application.

11. **Disclaimer.** The Application and the Content are provided “as is” and “as available” and without representations or warranties of any kind, express or implied. To the fullest extent permissible under applicable law, CleanFARMS disclaims all representations, conditions and warranties, whether express, implied or statutory (including any warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement), except for those expressly set out in these Terms. CleanFARMS does not represent or warrant that functions contained in the Application will be uninterrupted or error-free, that defects will be corrected, or that the Application or the server that makes it available is free of viruses or other harmful components.

You acknowledge that your access to and use of the Application and the Content will not be free of interruptions, that the Application and the Content may contain bugs, errors, inaccuracies or other limitations, and that the Application may be unavailable from time to time. You assume total responsibility and risk for your access to and use of the Application and the Content.

12. **Limitation of Liability and Release.** CleanFARMS and its officers, directors, employees and representatives will not be liable to you or any other party for any damages of any kind, including indirect, special, consequential or incidental damages, or other damages arising directly or indirectly from your use of the Application or the Content. You release CleanFARMS and its officers, directors, employees and representatives from all claims, actions, liabilities and damages of any kind relating to or arising from your access to and use of (or your inability to access and

use) the Application or the Content, whether based on contract, tort, negligence, strict liability or otherwise, even if CleanFARMS has been advised of the possibility of such damages.

If, despite the limitations set out above, CleanFARMS becomes liable to you in respect of the Application, that liability will be limited to CAD \$25.

The limitations set out in this Section 12 do not apply in respect of the wilful disclosure or use of Member Data by CleanFARMS contrary to these Terms.

13. **Law and Jurisdiction.** These Terms, your access to and use of the Application, any claims made against CleanFARMS or its directors, officers, employees and representatives arising out of or relating to such access or use or otherwise, will be governed by and construed and interpreted in accordance with Ontario laws (including federal Canadian laws applicable in Ontario). The parties attorn to the jurisdiction of the courts of Ontario.
14. **General.** Independent Contractors. The parties are independent contractors, and nothing in these Terms creates a partnership, joint venture or agency relationship between them. Waiver. CleanFARMS' failure to insist on the strict performance of any of these Terms or to exercise any right or remedy in these Terms will not be construed as a waiver of that term, right or remedy. Severability. If any portion of these Terms is invalid or unenforceable, the invalidity or unenforceability will attach only to that portion of the Terms, and the remainder of the Terms will remain in full force and effect. Successors. These terms will be effective and binding upon your lawful successors and permitted assigns. Force Majeure. CleanFARMS will not be liable for any delay or damage arising from any event or cause beyond its reasonable control.