

Legal

DAIRY FARMERS OF CANADA

SITE TERMS AND CONDITIONS OF USE

These terms and conditions of use constitute a legal binding agreement made between you whether personally or on behalf of an entity (“you”) and Dairy Farmers of Canada, concerning your access to and use of this website as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively, the “Site”). If you continue to browse and use this Site, you are agreeing to comply with and be bound by the following terms and conditions of use (“Terms”), which together with our privacy policy, govern Dairy Farmers of Canada’s relationship with you in relation to this Site.

The term “Dairy Farmers of Canada” or “us” or “we” or “our” refers to the owner of this Site. The term “you” or “your” refers to the user or viewer of our Site.

The use of this Site is subject to the following terms of use:

General

1. The content of the pages of this Site is for your general information and use only. It is subject to change without notice to you. You should look at the terms regularly. Changes will not apply retroactively.

User Conduct

2. You may only use the Site in accordance with these Terms. In particular, without limitation, you may not use this Site:

(a) for any purpose that is unlawful or prohibited by these Terms;

(b) to post, use or transmit data, materials and information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively “content”) that you do not have the right to post, for example, under intellectual property, privacy or other applicable laws;

(c) to post, transmit content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;

(d) to intimidate or harass another;

(e) to use or attempt to use another’s account, service or personal information;

(f) to remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Site;

(g) to attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through hacking, password mining, or any other means or to interfere or attempt to interfere with the proper working of the Site or any activities conducted through the Site;

(h) to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(i) to post, use or transmit content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Site or servers or networks connected to the Site or that disobeys any requirements, procedures, policies or regulations or networks connected to the Site; or

(j) to post, use or transmit unsolicited or unauthorized content, including advertising or promotional materials, "junk mail", "spam", "chain letter", "pyramid schemes" or any other form of unsolicited or unwelcome solicitation or advertising.

Licensed Material/Intellectual Property

3. This Site contains material which is owned or licensed by us. This material includes, but is not limited to, content as well as the design, layout, look, appearance and graphics of the Site. Reproduction or re-distribution of any materials or content is prohibited other than for the purpose of downloading or copying of our teacher documents/Site materials for educational purposes and provided that credit is provided to Dairy Farmers of Canada.

4. Using our Site does not give you ownership of any intellectual property rights in our services or in the materials or content you access. You may not use the services, materials or content from our Site unless you obtain prior written permission from us. Furthermore, these Terms do not give you the right to use any branding or logos used in our materials or content. You also do not have the right to remove, obscure or alter any legal notices displayed on our Site or displayed in or along with our materials or content.

Use of Site/Third Party Sites/Links

5. Do not misuse our Site. For example, do not interfere with our Site or try to access the Site or its materials or content using a method other than the interface and the instructions that we provide.

6. You may not create a link to this Site from another website or document without our prior written consent.

7. From time to time, this Site may also include links to other websites or mobile applications or other channels. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) or mobile applications(s) or other channels. We have no responsibility for the material or content of the linked website(s).

Registration/Opening Accounts

8. You may need to open an account or register with us to access certain services, content or materials on our Site. If so, you agree to (i) provide accurate, current and complete information about you, (ii) maintain the security of your password(s) and identification, (iii) maintain and promptly update your account or registration information and any other information you provide to us, and to keep it accurate

and complete to, among other things, allow us to contact you, and (iv) be fully responsible for all use of your account or registration and for any actions that take place using your account or registration (v) receive occasional program specific emails to facilitate technical support, program specific reminders and evaluations, and program updating processes. It is your responsibility to ensure that we have up-to-date contact information for you. You may not set up an account or registration on behalf of another individual or entity unless you are authorized to do so.

DISCLAIMER OF WARRANTIES

9. TO THE FULLEST EXTENT PROVIDED BY THE APPLICABLE LAW, DAIRY FARMERS OF CANADA OFFERS THE SITE, SERVICES, CONTENT, MATERIALS AND INFORMATION "AS IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SITE, SERVICES, CONTENT, MATERIALS OR INFORMATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DAIRY FARMERS OF CANADA DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT ON THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DAIRY FARMERS OF CANADA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OR THE RESULT OF USE OF THE INFORMATION, CONTENT OR MATERIALS IN TERMS OF ACCURACY, RELIABILITY OR OTHERWISE.

LIMITATION OF LIABILITY/INDEMNITIES

10. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL DAIRY FARMERS OF CANADA, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (THE "DFC PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SITE OR SERVICES (OR TERMINATION THEREFOR FOR ANY REASON), EVEN IF THE DFC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE DFC PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT, INFORMATION OR MATERIALS POSTED ON THE SITE OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT, MATERIALS OR INFORMATION POSTED ON THE SITE OR SERVICES), FOR YOUR USE OF THE SITE AND SERVICES OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE SITE, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE SITE OR SERVICES.

11. You agree to hold DFC Parties (as defined above) from and against any and all loss, expense, damages, and costs, including without limitation, reasonable legal fees, resulting, whether directly or indirectly, from your violation of the Terms. Your warranties and indemnification obligations shall survive any termination for two years.

Termination/Modification

12. Your right to access and use the Site or services terminates automatically upon your breach of any of these Terms. We may, at any time, (i) modify, suspend or terminate the operation of or access to the Site or services, or any portion of the Site or services, for any reason, (ii) modify or change the Site or services

or any portion of the Site or service and these terms or other policies governing the use of the Site or services, for any reason, or (iii). Interrupt the operation of the Site or services, or any portion of the Site or services for any reason, all as we deem appropriate in our sole discretion. Your access to, and use of, the Site or services may be terminated by you or by us at any time and for any reason. The disclaimer of warranties, the limitation of liability and the jurisdiction and applicable law provisions will survive any termination.

Entire Agreement/Governing Law

13. These Terms constitute the entire agreement between you and us in relation to your use of this Site, including any services, materials, content or information, and supersedes all previous agreements in respect of your use of this Site or services. If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Terms will continue to apply.

14. These Terms shall be governed by and construed in accordance with the laws of the province of Ontario and any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Ontario.