

## TERMS OF USE

Welcome to <http://www.agropur.com> (the “**Website**”), owned by Agropur cooperative (hereinafter, “**Agropur**”). Agropur is a cooperative having its head office at 600-101 Roland-Therrien Boulevard in Longueuil, Québec, J4H 4B9, Canada.

These Terms of Use are a contract (the “**Contract**”) between the user of the Website (“**you**”) and Agropur, and your use of the Website is governed strictly thereby. This Contract does not apply to any purchase or other contractual relation that may exist between you and Agropur.

Please read all of the following terms and conditions carefully before using the Website. By accessing this Website and the services offered through it, you represent that you are of legal age to enter into this Contract and indicate your acceptance of the terms and conditions of use stated herein (collectively, the “**Terms**”).

### **1. Amendment to Terms**

These Terms are subject to change in whole or in part by Agropur at any time in its sole discretion, without prior notice. Any changes will be effective upon being posted on the Website. Your use of the Website will be subject to the most current version of the Terms posted. In the event of a conflict between an amendment and an earlier version of the Terms, the most recent version containing the amendments shall prevail. Please consult these Terms regularly. If you do not or cannot agree to these Terms (or any updates), please immediately discontinue your use of the Website.

### **2. Access to Website and Personal Information**

To access certain functions of the Website, you may be asked to provide Personal Information. Personal Information collected through this Website is used and disclosed in accordance with the terms of our Privacy Policy, which is incorporated into these Terms. To read our Privacy Policy, click here: <http://www.agropur.com/en/privacy-policy/>

All information you provide to this Website must be correct, current and complete. The information must not be provided by minors. In this Contract, you represent and warrant

that you will not register under another person's name. Agropur may refuse or suspend access to this Website for any reason at its sole discretion, including where Agropur believes you have violated these Terms. You agree that Agropur shall not be liable to you or to any other person as a result of such suspension or termination.

### **3. Intellectual Property**

All rights, titles, and interests in and to the Website are the exclusive property of Agropur. This Website is protected under applicable intellectual property laws, including the *Copyright Act*, the *Trade-marks Act* as well as other domestic and foreign intellectual property laws. Under this Contrat, you agree to refrain from copying, amending, reproducing, publicly posting, transmitting, selling or creating derivative works from the Website, exploiting all or part of the Website, using or accessing any element or distributing the contents of the Website for commercial purposes, or otherwise using the Website or creating derivative works or websites therefrom.

The trademarks, logos, service marks and distinguishing guises displayed on this Website (collectively, the "**Trademarks**") are registered Trademarks owned by Agropur or belonging to Agropur by virtue of use under common law, or are otherwise used under licence with their owner's permission. Any reproduction or use of any Trademark without the express written consent of Agropur is prohibited. Nothing contained on this Website should be construed as directly or indirectly granting any license or right to use any of the Trademarks without the prior written permission of Agropur or such other party that may own the Trademarks.

You may copy, privately post, and, from time to time, print a paper copy of pages contained on the Website solely for your personal, non-commercial use. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials. The use of such materials on any other website or in any environment of networked computers is strictly prohibited. If you breach any of these Terms, your authorization to use this Website or the services offered automatically terminates and you must immediately destroy any downloaded or printed materials.

#### **4. Prohibited Uses**

As a condition to your use of the Website, you agree not to:

- (a) impersonate or misrepresent your affiliation with any person or entity;
- (b) access and/or use areas of the Website or Agropur's computer systems that are not public;
- (c) attempt to probe, scan, or test the vulnerability of the Website or any related system or network, or breach any security or authentication measures used in connection with the Website and such systems and networks;
- (d) modify, change, move, delete or otherwise add to any element of the Website, attempt to decrypt, decompile, disassemble, reverse engineer, use or reduce any of the software used to provide the Website;
- (e) harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming or email-bombing the Website; and
- (f) use the Website in an abusive way contrary to its intended use, to its documentation or to Agropur's reasonable instructions.

Agropur has the right to investigate and prosecute violations of any of the above, including, without limitation, possible infringements of any intellectual property rights and possible security breaches, and this to the fullest extent of the law. Agropur may involve and cooperate with law enforcement authorities in prosecuting users who violate this Contract. You acknowledge that, although Agropur has no obligation to monitor your access to or use of the Website, it has the right to do so for the purpose of operating the Website, to ensure your compliance with this Contract, or to comply with applicable law or the orders or requirements of a court, administrative agency, or other government body.

#### **5. Third Party Information and Hyperlinks**

Although Agropur monitors the information contained in the Website, some of the information is supplied by independent third parties. While Agropur makes every effort to ensure the accuracy of all information contained in the Website, Agropur makes no warranty as to the accuracy of any such information.

The Website contains links that will let you access other websites. These other sites are not under the control of Agropur, the links thereto being provided for convenience only,

and Agropur does not endorse any of these other websites. Agropur assumes no responsibility or liability whatsoever for any material that may reside in any other websites accessed through this Website or any other Agropur's websites, nor does Agropur make any representation whatsoever regarding the quality of any product or service offered on any such other Agropur's websites.

Agropur assumes no liability of any nature and offers no warranty of accuracy, security or else in regards to the contents (including opinions) provided by the public and does not endorse such contents.

## **6. Anonymous Information Gathered through the Website**

Agropur gathers anonymous information respecting use of its Website. Consequently, Agropur uses technology to know whether the pages of its Website have been consulted by visitors and to compile statistics on them and their use of the Website. This information is gathered by means of an analytical platform (such as Google Analytics), log files, and cookies.

Agropur also uses technology to determine how often hyperlinks are used and to determine which pages of the Website its visitors choose to consult.

This anonymous information is gathered in such a way that Agropur is unable to identify you.

Agropur posts advertisements based on areas of interest on sites owned or operated by Agropur as well as independent sites using the anonymous information gathered when you consult the Website. The advertising campaigns based on areas of interest that are sometimes referred to as personalized or targeted advertising campaigns are posted based on the anonymous information gleaned from your activities on the Website and any sites you may have visited that had content or advertising campaigns from Agropur.

Like other advertising networks online, Agropur uses cookies, web beacons (also known as web bugs) and other technologies (collectively, the "cookies"). Cookies allow us to determine which advertisements you see, what advertisements you click on and other things you do when you consult our Website. This allows us to offer you more useful and relevant advertising. For example, if Agropur knows what advertising is presented to you, Agropur can avoid showing you the same ones repeatedly. Agropur does not

connect your activities on independent websites to your identity when Agropur offers you advertisements based on areas of interest.

Advertisers or advertising companies working on their behalf sometimes use technology to send the advertising campaigns that appear on our websites directly through your web browser. They automatically obtain your IP address when that happens. They can also use cookies to measure the efficiency of their advertising campaigns and to personalize advertising content. Agropur has no access to or control over these cookies or other functions that advertisers or third party websites might use.

Generally, you may choose not to receive personalized advertising campaigns from third party advertisers and advertising networks that are members of the Network Advertising Initiative (NAI) or that subscribe to the Canadian Self-Regulatory Principles for Online Behavioural Advertising by visiting the opt-out page of the websites of the NAI and the Digital Advertising Alliance (DAA). You can also disable Google Analytics by opting out of advertisements and by customizing the advertisements displayed on the Google Display network by editing the page Ads Settings (link: <https://google.com/settings/ads>).

## **7. Solicitation**

Providing Agropur with your email address or telephone number indicates that you consent to Agropur contacting you by phone or email. This consent authorizes Agropur to send you any information regarding the Website, to inform you of other services, products and opportunities that may interest you, and to get your opinion on the quality of the Website of Agropur.

If you no longer wish to be contacted by email, you may send a written request to Agropur at the following address:

By Email: [communications@agropur.com](mailto:communications@agropur.com)

By

Mail:

Agropur cooperative

101 Roland-Therrien Blvd. Suite 600

Longueuil, Quebec J4H 4B9

## **8. Limitation of Warranty**

You acknowledge that you are using this Website at your own risk and all information contained herein is provided on an “as-is” and “as-available” basis. To the full extent allowed under applicable law, Agropur and its suppliers do not guarantee the accuracy and completeness of the information available on or through this Website, and make no representation as regards the Website, including that the Website will meet your needs or be compatible with materials or software provided by a third party, that the Website will not be interrupted, that it will be free from malfunctions or bugs or that any errors will be corrected. The information on this Website may be out of date, and Agropur makes no commitment with respect to its accuracy. Agropur may periodically add, change, improve or update the information on this Website without notice. Information published on this Website may refer to products, programs or services that are not available in your region. You understand that Agropur cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, computer worms, Trojan horses or other code that may manifest contaminating or destructive properties. Agropur does not represent or warrant that the Website or emails sent from the Website are free from viruses or other harmful components.

To the full extent allowed by applicable law, Agropur’s warranties and remedies expressly set forth herein (if any) are exclusive and replace all other warranties, be they explicit or implied either in fact or by operation of law, duties, oral or written statements or otherwise, including, but not limited to, the implied warranties of merchantability, availability, performance, compatibility, suitability for a particular purpose, satisfactoriness, compliance with description, and non-infringement, all of which are expressly disclaimed.

## **9. Limitation of Liability**

To the full extent allowed by applicable law, in no event shall Agropur, its divisions, affiliates, subsidiaries, suppliers, partners, licensors, and each of their respective directors, officers, employees, members, consultants, agents and suppliers have any liability, whether based in contract or tort (including negligence) or strict liability, for

incidental (including legal fees), direct, consequential, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss or corruption of, or unauthorized access to, or disclosure of information or data or other financial loss arising out of or in connection with the use, performance, failure, or interruption of the Website, whether foreseeable or not, and even if Agropur had been advised of the possibility of such damages. In the event that Agropur is found liable to pay you damages, Agropur's total cumulative liability to you under this Contract shall not exceed \$100 CDN.

#### **10. Indemnification**

You agree to defend, indemnify, and hold harmless Agropur, its divisions, affiliates, subsidiaries, suppliers, partners, licensors, and each of their respective directors, officers, affiliates, employees and members, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, that are in any way connected with your access to or use of the Website.

#### **11. Termination**

Agropur may terminate this Contract and cancel your access to the Website at any time. Agropur undertakes to provide you with reasonable prior notice of this termination unless such termination is caused by your failure to comply with this Contract or the law.

#### **12. Applicable law**

This Contract shall be governed and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. The courts of the Province of Quebec shall have exclusive jurisdiction over all disputes. The parties hereby irrevocably submit to the jurisdiction of the courts of the district of Montreal, Province of Quebec.

**13. Severability**

Should a particular provision of this Contract be held to be invalid by a court of competent jurisdiction, such provision shall be deemed severed from this Contract and shall not affect the validity of this Contract as a whole.

**14. Entire Agreement**

These Terms of Use constitute the complete and entire agreement between the parties as to the use of the Website and supersede any prior agreement, whether written or oral.

**15. No Waiver**

Agropur will not be considered to have waived any of its rights or remedies described in these Terms unless the waiver is in writing and signed by Agropur. No delay or omission by Agropur in exercising its rights or remedies will impair or be construed as a waiver of its right to enforce such rights or remedies at any time.

**16. Enforceability**

This Contract shall be binding upon, enuring to the benefit of, and enforceable by and against each of the parties and their respective successors and assigns. Agropur shall be allowed to assign this Contract to any third party without requiring your consent.

**17. Relationship between the Parties**

Nothing in this Contract shall constitute a partnership or joint venture between you and Agropur or between Agropur and any third party, including, without limitation, any third party advertiser.

**18. Contact**

If you have any concerns, questions, or complaints regarding this Contract, please contact Agropur:

By Email : [communications@agropur.com](mailto:communications@agropur.com)

By Mail:  
Agropur cooperative  
101 Roland-Therrien Blvd. Suite 600  
Longueuil, Quebec J4H 4B9  
450 646-1010

The Contract was last updated on August 1, 2014.