

August 28, 2017

2017 AIR Funding Application - ATCC Terms of Use

These terms and conditions of use (**Terms**) comprise a legal agreement between Agriculture Technology Commercialization Centre Corporation and the associated affiliates Bioenterprise, Soy 20/20 and OAFT (**Company, we, our, us** and similar terms) and you, the person accessing and using this website (**you, your** and similar terms).

These Terms set out the terms and conditions for the use of Company's AIR Program Application website at http://www.bioenterprise.ca/index.cfm?page=air_program (**Website**) that is owned, operated and maintained, directly or indirectly, by Company, and all other sites owned and operated by Company that redirect to the Website, all subdomains provided through such other site or the Website, and all downloadable applications, features, functionality, content or information that is made available or provided on the Website.

BY USING THE WEBSITE YOU ARE DEEMED TO HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THESE TERMS WHICH WILL GOVERN YOUR ACCESS AND USE OF THE WEBSITE.

IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS YOU MAY NOT ACCESS OR USE THE WEBSITE AND MUST EXIT THE WEBSITE.

In consideration of the mutual premises and agreements contained in these Terms and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and Company agree as follows:

1 Contact / Notices

If you have any questions about these Terms, or need to provide notice to, or communicate with, Company under these Terms, please contact Company by clicking Contact Us (info@bioenterprise.ca) or by delivery in person, by courier or by the mail, to Company at 200-120 Research Lane, Guelph, Ontario, N1G 0B4. Company may provide notices or communications to you on the Website and you agree that such notices will constitute notice to you whether or not you actually access such notice.

2 Purpose of the Website

The Website is made available to you for the purpose of providing you with information and resources relating to AIR Funding Application requirements in the agriculture sector. The Website is designed to provide a template for the complete application for this funding program. Information collected is related to the applicant, the contact individual and the project details. Key to the success of the application is the description of the innovative nature of the project and the commercial potential for a completed project.

3 Additional Services and Service Terms

Services. From time to time, the Website may provide certain services (each a **Service**), which Services may be subject to the acceptance by you of additional terms and conditions of use which are specific to that Service (**Service Terms**) and all other operating rules, policies, and procedures that may be published on the Website by Company from time to time.

Inconsistency between Terms and Service Terms. If there is any inconsistency between these Terms and any applicable Service Terms, these Terms will prevail, but only to the extent of such inconsistency.

4 Change in Website or Services

We may change, eliminate or interrupt the Website or any of the Services for any reason whatsoever.

5 Acceptance and Modification of Terms

Monitor Changes. We encourage you to visit this page periodically to monitor any changes.

Revised Terms. We may revise these Terms from time to time and the most current version will be posted on the Website.

Notice of Material Changes to the Terms. If we make any material change to these Terms, we will post a notice on the Website that we have changed these Terms.

E-mail Notification of Changes. If we have your email address in your account information and you have given us permission to do so, we may (but are not required to) email you to provide notice that we have changed these Terms. We are not responsible if any email notice gets caught by your email filter and you do not see the email, if you provided us the wrong email address, if you failed to update your email address, or if there are other Internet or communications issues that prevent our email from reaching you.

Deemed Acceptance of Changed Terms. Even if we did not give you notice, your continued access to and use of the Website and/or Services following the posting of any changes to these Terms constitutes your acceptance of any changes. By continuing to access or use the Website and/or Services after changes become effective, you agree to be bound by the Terms as revised. If you do not agree to the Terms as revised, you may not access or use the Website and/or Services and should immediately exit the Website and stop using the Services.

6 Suspension and Termination of Access

Suspension and Termination of Access. We may suspend or terminate your access to the Website immediately without prior notice and without further obligation or liability to you for any reason whatsoever.

No Liability. In addition to the limitation of liability set out below, we will have no liability of any kind or any nature whatsoever to you solely by reason of any change, modification, suspension or discontinuance of the Website or any or all of the Services. You agree that you will not make any claim against Company, including with respect to any lost revenue, profits or opportunities as a result of such change, modification, suspension or discontinuance or on account of any expenditures made or actions taken in reliance on the expected continuation of the Website, the Services or these Terms.

7 Accounts and Passwords

Creating an Account. To access and use certain features of the Website, you will need to create an account. As part of the process to create, register and maintain your account you must provide Company with the following information: first name, last name, email, phone number and address (including city/town, country, province/state, postal address). The information that has been requested by Company during the account registration or renewal process is mandatory (**Registration Data**).

Account Responsibilities. You agree that you will:

- maintain and update your Registration Data as necessary in order to keep such information current, complete, and accurate;
- maintain the confidentiality of any passwords or other account identifiers which you choose or that are assigned to you as a result of any registration or account creation with the Website;
- be responsible for all activities that occur under such password or account; and
- immediately notify Company of any unauthorized use of your password or account if the confidentiality of your password or your account is compromised.

Termination of Account. If you do not comply with the provisions of this section, we may immediately terminate your account.

No Liability. In addition to the limitation of liability set out below, we will not be responsible or liable to you, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

8 Personal Information

Definition. Personal Information means any information about an identifiable individual, such as your name, e-mail address, mailing address, gender, date of birth, any data about you that you elect to provide electronically through the Website and any other information that identifies who you are.

Privacy Policy. Registration Data and Personal Information will be used by Company solely in accordance with these Terms and Company's http://www.bioenterprise.ca/index.cfm?page=air_program (the **Privacy Policy**).

Agreements regarding Privacy. You agree that your use of the Website and the Services is subject to the terms of our Privacy Policy which is hereby incorporated by reference into, and forms an integral part of, the Terms. By agreeing to the Terms or by using the Website, you expressly consent to the collection, storage, use and disclosure of your information, including your Personal Information, according to the Privacy Policy represent and warrant to Company that you are at least eighteen (18) years of age and that you have the full, unrestricted right and authority and are fully authorized to provide to Company any and all Personal Information for the purposes of these Terms and that we are authorized and permitted to use such Personal Information as and to the extent provided in these Terms.

9 Monitoring Your Use of the Website

Cookies. You agree that we can monitor and review your use of the Website and Services from time to time, and use "cookies", "log files" and your "browsing data" in accordance with the Privacy Policy.

10 Content

Third Party Content. The Website may include images, text, works, audio files, sounds and other content and data that are owned by third parties (**Third Party Content**). You agree that all of the terms and conditions of these Terms relating to the Website apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms. We are not responsible, and assume no liability for, any Third Party Content.

Restrictions on Use of Content. All content and data made available by Company through the Website, including any Third Party Content (the **Content**) is owned solely and exclusively by Company and/or third

parties. You may not:

- publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any Content;
- market, sell, re-sell or make commercial use of the Website or any Content;
- systematically collect from the Website and use any Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or
- make derivative uses of the Website or Content.

Trademarks. All product, brand and company names and logos and trade-marks displayed on the Website or used in connection with the Services are the trade-marks of Company (or its suppliers, partner businesses or third party licensors). You may not use any of the trade-marks appearing on the Website or in connection with the Services without the express written consent of Company or the owner of the trade-mark, as appropriate.

11 Links to Other Resources

From time to time, we may provide hyperlinks on the Website to other websites or resources, including those operated by third parties. These links are provided for your convenience and we:

- are not responsible for the availability of such websites or resources;
- do not endorse or accept responsibility for the content of such external websites or resources; and
- have no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the external websites or resources.

Your access and viewing of any third party websites or resources is conducted at your own risk. You are strongly advised to check the terms of use and the privacy policies of these external websites or resources before making use of them. You acknowledge that we may remove any link to an external website or to resources at any time for any reason whatsoever.

12 Licence

Limited Licence. Company hereby grants you a limited, non-exclusive, personal, non-transferable, non-sublicensable and revocable right and license to

- access the Website for the purpose of receiving the Services in accordance with these Terms; and
- access, view and print any information and documentation made available on the Website, for your personal, non-commercial and informational use only to assist you in the access and use of the Website and the Services.

No Other License. Except for the limited licenses and rights expressly granted to you in the Terms, these Terms do not grant you any other right or license, whether express or implied, by estoppel, or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right of Company or any third party.

Termination of Licence. Company may terminate this license at any time for any reason whatsoever.

13 Use Restrictions

General Use Restrictions. You agree that when using the Website you will not:

- post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties;
- post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party;
- except as expressly permitted by these Terms, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to the Website;
- use the Website to provide the benefit of the use of your account, if any, to or for any other person;
- to the maximum extent permitted by applicable law, interfere with or circumvent any copyright or other technical protection mechanism or reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Website or any software or technology or content forming part thereof;
- post or transmit data which constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters;
- post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law;
- use the Website or Services to harvest addresses, send spam or otherwise breach these Terms or the Privacy Policy
- use any spider, robot or other automated or electronic agent to monitor or copy web pages or any content from the Website or for any other purpose in connection with your access to and use of the Website;
- take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Website or to shut down, overload or overwhelm the Website; or
- copy, republish or redistribute any part of the Website, including by caching, framing or similar means, without our prior written consent.

Complying with Law. In addition to complying with these Terms, you agree to use the Website and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and personal information laws. The Website and any Services will not be used where, and to any extent, such use is prohibited by law. Your use of the Website from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Website is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Website due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

14 Support

We may, in our discretion, without any obligation to do so and subject to the limitations of these Terms (or as may be posted on the Website from time to time), provide you with troubleshooting support concerning your use of the Website and any Services.

15 Website and Services Provided “AS IS”

YOU UNDERSTAND AND AGREE THAT THE WEBSITE, THE SERVICES, ANY COMPANY CONTENT AND OTHER INFORMATION, DATA AND MATERIALS AVAILABLE ON THE WEBSITE OR PROVIDED AS PART OF THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN AND PERMITTED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, TITLE OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND ANY CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

COMPANY DOES NOT OFFER ADVICE OR RECOMMENDATIONS CONCERNING INFORMATION OR DATA CONTAINED IN ANY SERVICES OR COMPANY CONTENT AND ANY ACTIONS TAKEN, OR FAILURES TO ACT, IN RELIANCE ON ANY COMPANY CONTENT (OR OTHERWISE ON THE SERVICES) BY YOU OR ANY OTHER PERSON IS YOUR SOLE RESPONSIBILITY AND LIABILITY. COMPANY SPECIFICALLY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE OR ANY OF THE SERVICES (INCLUDING THE PROVISION OF ANY COMPANY CONTENT) WILL BE ACCURATE, RELIABLE, COMPATIBLE WITH YOUR COMPUTER, OR COMPLETE OR WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT ANY ERRORS CAN OR WILL BE CORRECTED OR THAT ANY SERVICES, COMPANY CONTENT, DATA OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL ELEMENTS.

YOU ACKNOWLEDGE THAT COMPANY DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THE WEBSITE. EXCEPT AS OTHERWISE AGREED IN WRITING, COMPANY AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE WEBSITE.

IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF COMPANY IN OPERATING THE WEBSITE AND IN PROVIDING THE SERVICES YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO DISCONTINUE USING THE WEBSITE AND SERVICES.

16 Limitation of Liability

UNDER NO CIRCUMSTANCES WILL COMPANY, BE LIABLE TO YOU, OR TO ANY OTHER PARTY, FOR ANY LOSSES, COSTS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF (OR THE INABILITY TO USE) THE WEBSITE, SERVICES, OR ANY COMPANY CONTENT OR THIRD PARTY CONTENT (REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, EQUITY, STRICT LIABILITY, BY STATUTE OR OTHERWISE AND REGARDLESS OF THE OCCURRENCE OF A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE).

IN NO EVENT WHATSOEVER WILL ANY OF COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND THIRD-PARTY CONTRACTORS, SUPPLIERS AND LICENSORS (COLLECTIVELY THE "COMPANY PARTIES") BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF WEBSITE OR THE PROVISION OF THE SERVICES (INCLUDING IN ANY CONNECTION WITH THE TRANSMISSION OR DOWNLOADING OR STORAGE OF ANY DATA OR SUBMISSIONS TO OR FROM THE WEBSITE OR THE USE OF, OR RELIANCE ON, ANY COMPANY CONTENT OR OTHER INFORMATION OR DATA CONTAINED ON OR PROVIDED THROUGH THE WEBSITE OR SERVICES, OR LOSS OF OR DAMAGE TO FILES OR DATA OR ANY COSTS OF RECOVERING OR REPRODUCING ANY FILES OR DATA OR LOSS OF USE OR LACK OF AVAILABILITY OF SERVICES OR ANY BUSINESS INTERRUPTION OR LOSS OF REVENUE OR PROFIT OR ANY OTHER ECONOMIC LOSS WHATSOEVER) HOWEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION AND WHETHER OR NOT FORESEEABLE, EVEN IF ANY COMPANY PARTIES HAVE BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE WEBSITE, SERVICES AND ANY PROVIDED SUPPORT IS ASSUMED BY YOU.

Company will not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms and conditions of these Terms that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms. You agree that the limitations of liabilities set out in these Terms are fair and reasonable in the circumstances.

17 Jurisdiction

The Website is administered by Company from a site that is located in Ontario, Canada. You acknowledge and agree that your use of the Website and all of the communications, transmissions and transactions associated with the Website and the provision of the Services will be deemed to have occurred in the Province of Ontario, Canada. You agree that these Terms will be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and that federal laws of Canada applicable therein and that the law of the Province of Ontario is the proper law. You irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms and such dispute is to be resolved in a court of law, such dispute will not be resolved by jury trial and you hereby waive any right to trial by jury.

18 Waiver

No delay or omission by Company to exercise any right or power it has under these Terms or to object to the failure of any covenant of you to be performed in a timely and complete manner, will impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Company must be in writing and signed by an authorized representative of Company.

19 Entire Agreement

These Terms, together with any applicable Service Terms, constitute the entire agreement between you and Company as it relates to the access to, and use of, the Website and Services and the subject matter

of these Terms and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Company and you.

20 Interpretation

In these Terms:

- words denoting the singular include the plural and vice versa;
- all use of the word “including” means “including, without limitation,” throughout these Terms;
- the division of these Terms into separate sections, subsections and the insertion of headings is for convenience only and will not affect the construction or interpretation of these Terms;
- words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and
- you and Company agree that these Terms will not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms.

21 Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision of these Terms will be valid and enforceable to the extent permitted by law.

22 Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be:

- deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and
- legally enforceable as a signed agreement.

A printed version of these Terms and any notice given in electronic form will be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23 Survival

To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities will survive any termination of these Terms. Company will not be required to refund to you any amounts prepaid, if any, for use of the Website or any Services if Company has terminated your account or your use of, or access to, the Website and/or any of

the Services for breach of these Terms. Company may also terminate your access to the Website without notice at any time for any reason whatsoever, and any Fees paid by you in advance, if any, will be refunded on a *pro rata* basis.

24 Assignment

These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with Company's prior written consent. Company may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Effective Date: August 28, 2017