

# Joining Canada's Food & Agri-Tech Engine

## Terms and Conditions

Welcome to **Canada's Food & Agri-Tech Engine (The Engine)**, a program managed and administered by Bioenterprise Corporation ("Bioenterprise").

As part of **The Engine**, companies and organizations join Bioenterprise in the journey to enhancing food and agri-tech innovation for Canada and to take advantage of our 15+ years of proven national experience in helping food & agri-businesses connect, innovate & grow. Joining **The Engine** gives companies and organizations access to services, programs, and support.

**The Engine** provides Canadian Food and Agri-businesses, from start-up through scale-up and expansion with support through a network of service providers and expert mentors, industry, academic, and government contacts, and like-minded B2B networking opportunities. Bioenterprise will act as a hub and an engine to reduce duplication and create clear pathways to funding, scaling and commercialization resources, services, and a pathway to global leadership.

## Definition

**Member (s)/Partner(s)**, means all subscription options of **The Engine** and include both

- companies and organizations who are seeking access to service and support and
- companies and organizations who are seeking to provide service and support

Below are the Terms and Conditions associated with **The Engine**.

These terms and conditions constitute a legal agreement between you and Bioenterprise ("Bioenterprise", "we", "our"), the manager and administrator of **The Engine**. The following terms and conditions, together with any documents and/or additional terms expressly incorporated by reference (collectively, the "Terms and Conditions") govern your access to, use of and membership with **The Engine**.

As a member of **The Engine** it is your responsibility to adhere to the terms and conditions included in this document. This document should be retained in a safe place for future reference.

BY ACCEPTING THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR [BIOENTERPRISE CONFIDENTIALITY POLICY](#), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR THE [BIOENTERPRISE CONFIDENTIALITY POLICY](#), DO NOT ACCEPT AND DO NOT APPLY FOR MEMBERSHIP WITH **THE ENGINE**.

## 1. Membership with Canada's Food & Agri-Tech Engine ("membership", "member", "members", "partner")

To join as a member, companies and organizations must complete **The Engine** Membership Subscription Form (Subscription Form)" based on the type of membership required:

- *Access or Access Plus Member*
- *Knowledge & Development Partner*
- *Collaborative Partner*
- *Service Partner*
- *Corporate Partner*

The company or organization will be assigned a unique member ID# and link to the specific program resources. The subscription options available, and the associated fees, are outlined on our website [bioenterprise.ca](http://bioenterprise.ca)

## Subscription Terms and Conditions

- Subscriptions are for a 1-year term, payable in monthly installments or on an annual basis
- All subscriptions are renewable on a yearly basis
  - Monthly subscriptions automatically renew at the anniversary date of the initial subscription
  - Annual subscriptions automatically renew at the anniversary date of the initial subscription
- Cancellation of subscriptions are governed by the Cancellation Policy herein outlined
- Subscriptions are non-transferable

## 2. Payment Plans

Monthly and annual payment plans are offered for all subscription options. Through the Subscription Form companies will choose their preferred payment option. Payments will only be accepted by credit card (Visa, Mastercard or American Express). Direct invoicing is available for Corporate Partner subscriptions.

The monthly payment plan requires companies to commit to 12 monthly payments. This plan automatically renews annually, and these monthly payments will continue until formally cancelled in accordance with and as provided within the Cancellation Policy.

An annual payment plan is offered to companies wishing to take advantage of the discounted rate available. This discounted payment includes a savings equal to approximately 2 monthly payments. This plan renews annually and will continue until formally cancelled in accordance with and as provided within the Cancellation Policy.

The prices of subscription options are subject to change without notice. Changes will be effective on the annual subscription renewal date.

### 3. Subscription Change & Cancellation Policy

Changes to subscriptions can be made using the [Change Request Form](#), including subscription cancellations. Subscription cancellations are not permitted within the first 6 months (180 days) of membership/partnership.

Any cancellation after the 6-month period requires a 30-day notice and will require completion of the [Change Request Form](#). All change and cancellation notices must be emailed directly to [canadasfoodandagritechengine@bioenterprise.ca](mailto:canadasfoodandagritechengine@bioenterprise.ca) referencing the subject: CHANGE REQUEST - member ID # (reference your member ID#).

### 4. General Terms and Conditions

#### Membership

You acknowledge and agree that your membership in **The Engine** does not confer any rights in Bioenterprise Corporation. You are subscribing for membership in the program entitled “**Canada’s Food & Agri-Tech Engine**” and not Bioenterprise.

#### Member Responsibilities

Members are expected to:

- Keep their contact and payment information current and up to date with Bioenterprise.
- Ensure that membership payments are made in full and on time to avoid service interruptions and thereby maintaining their status as a Member in Good Standing.
- Be respectful and professional at all times when communicating online, on our premises, attending any Bioenterprise events or participating in any of related forums. Bioenterprise does not tolerate harassment, intimidation, threatening or abusive behaviour and/or language directed at its staff, service providers, or other Bioenterprise representatives.
- Adhere to the provisions of the Cancellation Policy when cancelling or not renewing.
- Adhere to the provisions and spirit of the engagement with Bioenterprise.

#### Our Rights

- Bioenterprise reserves the right to revoke or not renew memberships for any reason, including but not limited to failure to comply with the member responsibilities and Terms and Conditions.
- Bioenterprise reserves the right to suspend or cancel access to services for non-payment of fees. Members will have 30 days to rectify.

## Changes to Terms and Conditions, and Membership

Bioenterprise reserves the right, in our sole discretion, to revise and update the terms and conditions, services, benefits, prices, policies and procedures of **The Engine** from time to time. Bioenterprise will provide you with notice of any such changes using the contact information we have on file for you. If after receiving notice of any change to the terms of your membership, including the terms and conditions, you may terminate your membership as of when the change takes effect, without penalty. If you do not terminate your membership, either by cancellation or non-renewal prior to the effective date of the change, your continued use of the membership and payment to us shall be deemed to be an acceptance of the updated Terms and Conditions of **The Engine**.

## Privacy & Confidentiality

By submitting your personal information in your application for membership, you consent to the collection, use, reproduction, hosting, transmission and disclosure of any member information in compliance with the Bioenterprise Confidentiality Policy, as we deem necessary for the provision of services.

## Disclosure

Non-confidential information, such as general information about the member including the member's name, location and the type of services or assistance being provided to the member, may be used, reproduced, or disclosed by Bioenterprise for the purpose of reporting to its Stakeholders in order to keep Stakeholders advised about the nature of Bioenterprise's activities and services. Non-confidential information may also be used, reproduced, or disclosed within Bioenterprise or with third parties, such as federal, provincial, and municipal government organizations and other government-funded not-for-profit corporations.

## Limitation of Liability

Except where such exclusions are prohibited by law, under no circumstance will Bioenterprise nor its subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors aggregate liability arising out of or relating to your membership and/or these terms and conditions, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amount paid by you in the twelve month period preceding the event giving rise to the claim. The foregoing limitations shall apply even if your remedies under these terms and conditions fail of their essential purpose.

## Intellectual Property Rights and Ownership

You understand and agree that, Bioenterprise logo and the logo of **Canada's Food & Agri-Tech Engine**, and all related names, logos, product and service names, designs, images and slogans are trademarks of Bioenterprise. You must not use such marks without the prior written permission of Bioenterprise. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on our website, [bioenterprise.ca](http://bioenterprise.ca), or as part of **The Engine** materials, are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

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You have no right, title, or interest in or to our materials or to any content on our website, and all rights not expressly granted are reserved by the Bioenterprise. Any use of our materials or any content on our website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

### Applicable Laws

Your membership with **The Engine**, and these Terms and Conditions, will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of Ontario or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to your membership and under these Terms and Conditions will be instituted in the courts of the province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

The member's authorized representative, hereby agrees and accepts the rules and conditions of joining described above.

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