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## TERMS OF USE

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The term “Service” means the Site, as well as any online services offered by DigiAg.

By registering with, accessing or using any aspect of the Service, you signify that you have read, understood and agree to be bound by these Terms, whether or not you are a registered user of our Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink in these Terms. You must abide by DigiAg policies as stated in these Terms as well as all other



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Certain areas of the Site (and your access to or use of certain aspects of the Service) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions.

If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site or a certain aspect of the Service, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site or Service, as applicable.

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE PRIVACY POLICY ON THE SITE, AND ANY ADDITIONAL TERMS, POLICIES, OPERATING RULES AND PROCEDURES REFERENCED HEREIN AND/OR AVAILABLE BY HYPERLINK IN THESE TERMS, OR FUTURE MODIFICATIONS AS DESCRIBED OR REFERENCED HEREIN (COLLECTIVELY, "TERMS").

If you are not eligible, or do not agree to these Terms, then please do not access or use the Service. These Terms apply to all Users (as defined below). The term "User(s)" means a person who uses and accesses the Service in any manner, including merely accessing or viewing the Site, and includes a registered user, visitor, customer, contributors of User Content (as defined below), or browser, and such a person is referred to in these Terms as "user" or "you".

If you are registering or using the Service on behalf of, or in connection with, your employment or engagement with a company, entity or organization (collectively, "Subscribing Organization"), you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms, and you hereby do agree to be bound by these Terms on behalf of such Subscribing Organization. In such a case, references to "you" in these Terms shall be construed to mean you, the Subscribing Organization, and any other individual that uses the Service on the Subscribing Organization's behalf or in connection with their employment with or engagement by such Subscribing Organization. To the extent your Subscribing Organization has a separate written agreement with DigiAg, that agreement will define the order of precedence between these Terms and that separate agreement with respect to such Subscribing Organization, provided that you remain individually bound by these Terms with respect to your use of the Service.

## 2. Account Registration

In consideration of your access or use of any aspect of the Service, including the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Service, including your geographical location and address (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete,

including a valid email address. If you provide any information that is untrue, inaccurate, not current or incomplete, DigiAg has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Registered Users may receive a password and account designation upon completing the Service registration process. You are responsible for maintaining the confidentiality of the password, account designation and account and are fully responsible for all activities that occur under your password, account designation or account. You agree to: (a) immediately notify DigiAg of any unauthorized use of your password, account designation or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree that DigiAg cannot and will not be liable for any loss or damage arising from your failure to keep your password and account secure.

You may not transfer or sell your account and account designation to another party. If you are registering as a business entity or Subscribing Organization, you personally guarantee that you have the authority to bind the entity or Subscribing Organization to these Terms.

You may not access or use the Service if you live in a jurisdiction where access or use of the Service or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your access or use of the Service is lawful, and you must comply with all applicable laws. We reserve the right to request proof of identification and residence.

The Service is not available to temporarily or indefinitely suspended Users. DigiAg reserves the right, in the sole discretion of DigiAg, to cancel unconfirmed or inactive accounts. DigiAg reserves the right to refuse the Service to anyone, for any reason, at any time.

### **3. Privacy**

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The DigiAg Privacy Policy may be changed from time to time by DigiAg in its discretion without any notice or liability to you or any other person by making an amended Privacy Policy accessible through the Service. By accepting these Terms, and each time you use and access the Service, you consent to the collection, use and disclosure of your personal information by DigiAg in accordance with the Privacy Policy as it then reads.

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DigiAg reserves the right, at its sole discretion, to change, amend, modify, delete or add to the terms and conditions contained in these Terms, at any time, without further notice by posting any changes on the Service. Any new terms or conditions will be effective as soon as they are posted, and by continuing to access or use the Service, you will be deemed to have accepted the new terms and conditions. It is your responsibility to check these Terms periodically and you are deemed to be aware of such changes. If you do not agree to the changes, please stop using the Service.

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**YOU AGREE TO INDEMNIFY DIGIAG FOR ALL CLAIMS BROUGHT BY A THIRD PARTY AGAINST DIGIAG ARISING OUT OF YOUR USER CONTENT, INCLUDING ANY CLAIM IN RESPECT OF INFRINGEMENT OF A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS OR A CLAIM ARISING OUT OF OR IN CONNECTION WITH A BREACH OF ANY OF THE ABOVE REPRESENTATIONS AND WARRANTIES. DIGIAG TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY USER CONTENT DISTRIBUTED BY YOU OR ANY THIRD PARTY.**

DigiAg considers any User Content Distributed on or through the Service to be non- confidential, and DigiAg shall not be liable for the disclosure or use of such User Content. If, at DigiAg’s request, you send User Content to improve the Service, DigiAg will also consider that User Content to be non-confidential, and DigiAg will not be liable for the use or disclosure of the User Content. Any communication by you to DigiAg is subject to these Terms.

If applicable, DigiAg shall have the right but not the obligation to monitor, edit, refuse to post or remove any User Content. Without limiting the foregoing, DigiAg shall have the right to remove any material that

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## **12. Rules of Conduct**

You agree that you will be personally responsible for your use of the Service and for all of your communication and activity in using the Service, including any User Content you contribute.

YOU AGREE AT ALL TIMES TO INDEMNIFY, DEFEND AND HOLD DIGIAG HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM YOUR CONDUCT ON THE SERVICE, INCLUDING ANY USER CONTENT THAT YOU CONTRIBUTE AND/OR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

As a condition of using the Service, you agree to all of the following:

- You are solely responsible for your conduct and any User Content that you Distribute on the Service or that you allow others to Distribute on the Service under your account.
- You will not Distribute any User Content to, on or through the Service that is fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, slanderous, pornographic, invasive of another's privacy, or hateful.
- You will not Distribute any User Content that infringes or violates a patent, trademark, trade secret, copyright or other intellectual property rights of another person or entity, or that violate any right of privacy, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- You will not transmit any worms or viruses, spyware, malware, bugs or any other harmful or destructive code to or through the Service.
- You will not Distribute to users any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You may not link to or frame the Service, or any portion thereof, except as provided herein. DigiAg does not permit activities such as bring-up or presenting content of the Service within another website. In this regard, without limiting the provisions contained in these Terms, you may not frame any webpage from the Service. Further, you may not archive, cache or mirror any of the Service, or any part thereof.
- You will not use the Service for any illegal or unauthorized purpose or violate any applicable state, federal or local laws in your jurisdiction (including but not limited to intellectual property laws, criminal laws against money laundering, or tax laws).
- You will not "stalk" or otherwise harass anyone on or through the Service.



- You will not pretend that you are, or that you present, someone else, or impersonate any other individual or entity, or falsely state or otherwise misrepresent your affiliation with an individual or entity.
- You will not access another registered user’s account without that registered user’s permission, nor will you compromise another registered user’s account. You agree that if such acts are brought to the attention of DigiAg, DigiAg may (1) immediately terminate your account, if any; and (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.
- You will not violate nor attempt to violate the security of the Service, including, without limitation:
  - accessing data not intended for you, including logging into a server or account which you not authorized to access;
  - attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
  - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service;
  - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or the systems or networks of DigiAg, or any systems or networks connected to the Service or the systems of DigiAg;
  - conducting a reverse look-up, tracing or seeking to trace any information on any other user to its source, or exploit the Service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service;
  - attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";
  - disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding the ability of DigiAg to monitor or make available the Service; or

- taking any action in order to obtain services to which you are not entitled.
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- You shall not transmit email or any other content that is false, deceptive, misleading, deceitful, or constitutes “bait and switch”.
- You shall not sublicense, reproduce, duplicate, rent, lease, sell, resell, exploit, redistribute, reverse engineer, broadcast, Distribute, disseminate, decompile, publish, translate, adapt or vary any of the Service, or any portion thereof, including but not limited to the Site, in any form or by any means whatsoever, be they physical, electronic or otherwise.
- The term “Service” means the Site, as well as any online services
- You shall not remove any copyright, trademark or proprietary notices from any copies of the Service.
- You shall not create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service.
- Your use of the Service cannot in any way harm or prejudice the image or perception of the Service or DigiAg to others receiving the information on the Service.

### 13. Termination

Notwithstanding any other provision of these Terms and without prejudice to any other rights we may have, DigiAg may, in its discretion and for its convenience, at any time, change, discontinue, delete, deactivate, modify, restrict, suspend or terminate, immediately, temporarily or permanently, these Terms, your password, your account, the User Content and/or the Service, or any part thereof, without any notice or liability to you or any other person, for any reason.

If we terminate your account, your right to use the Service will immediately cease. You may terminate your account at any time and for any reason, and we will make available through the Service reasonable means for you to do so. If you do not comply with these Terms at any time, DigiAg reserves the right to immediately suspend or terminate your access to the Service, or any part thereof, and/or your account, if any.

Any such termination by DigiAg shall be in addition to and without prejudice to such rights and remedies as may be available to DigiAg, including injunction and other equitable remedies.

If these Terms or your permission to access or use all or any part of the Service is terminated for any reason, then these Terms and all other than existing transaction agreements between you and DigiAg will continue to apply and be binding upon you regarding your prior access to and use of the Service, and anything connected with, relating to or arising therefrom. You agree that DigiAg shall not be liable to you or any third-party for any termination of your access and use to the Service or any part thereof.

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OR FOR ANY ERRORS OR ANY CHANGES MADE TO ANY TRANSMITTED, STORED OR RECEIVED INFORMATION.

TOTAL LIABILITY OF DIGIAG TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAID TO DIGIAG IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; AND (B) \$100 (USD). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM DIGIAG SHALL CREATE ANY WARRANTY.

YOU AND DIGIAG AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, ANY PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, THE USER CONTENT, YOUR ACCESS AND USE OF THE SERVICE, ANY SITES OR RESOURCES LINKED TO THE SERVICE OR THESE TERMS, MUST COMMENCE AND BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

IF YOU ARE DISSATISFIED WITH THE SERVICE, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

## **15. INDEMNIFICATION**

BY ACCEPTING THESE TERMS, YOU AGREE AT ALL TIMES TO INDEMNIFY AND HOLD DIGIAG HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, COSTS, CLAIMS, DAMAGES, DEMANDS, LIABILITIES AND EXPENSES, WHATSOEVER, INCLUDING REASONABLE LEGAL AND OTHER FEES AND DISBURSEMENTS, ARISING OUT OF, SUSTAINED, INCURRED OR PAID BY US, DIRECTLY OR INDIRECTLY, IN RESPECT OF (A) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS; OR (B) YOUR USE AND ACCESS OF THE SERVICE; OR (C) YOUR USE OF ANY SITES OR RESOURCES LINKED TO THE SERVICE; OR (D) YOUR ACTUAL OR ALLEGED INFRINGEMENT BY YOU, OR ANY THIRD PARTY USING YOUR ACCOUNT OR PASSWORD, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; OR (E) ANY USER CONTENT YOU DISTRIBUTE ON OR THROUGH THE SERVICE OR WHICH IS SENT TO US BY EMAIL OR OTHER CORRESPONDENCE; AND/OR (F) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR RIGHTS OF ANOTHER.

## **16. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Canada and of the Province of Manitoba and shall be treated in all respects as a Manitoba contract, without reference to the principles and rules of conflicts of law. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Province of Manitoba and acknowledge that you do so voluntarily and are

responsible for complying with all local laws. Notwithstanding the foregoing, you and DigiAg may apply to a court in any jurisdiction to obtain injunctive relief and any other available equitable or legal remedy regarding any matter relating to confidentiality, intellectual property rights or proprietary rights.

You and DigiAg expressly exclude the application of the *UN Convention on Contracts for the International Sale of Goods* and *The Sale of Goods Act* (Manitoba), as amended, replaced or re-enacted from time to time.

You agree to waive any right that you may have to (i) a trial by jury; and (ii) commence or participate in any class action against us related to the Service, the User Content, these Terms, any sites or resources linked to the Service and/or our products and services included on or otherwise made available to you through the Service. You also agree to opt out of any class proceedings against DigiAg.

You and DigiAg have required that these Terms and all documents relating thereto be drawn-up in English. Vous et DigiAg avez demandé que cette convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.

You consent to the exchange of information and documents between us electronically over the internet or by email. You agree that this electronic agreement shall be equivalent of a written paper agreement between us.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Service. Some jurisdictions may have restrictions on the use of the internet by their residents. You agree not to impersonate another person in your use of the Service or the sending of any e- mail to an address listed on the Website.

## 17. General

### (a) Entire Agreement

These Terms, as they may be amended from time to time in accordance with the provisions of these Terms, and all other than existing transaction agreements between you and DigiAg, constitute and contain the entire agreement between you and DigiAg with respect to your use of the Service and with respect to the subject matter hereof and supersedes any prior oral or written agreements. In the event of a conflict between these Terms and any policies, rules or procedures posted on the Service, these Terms will prevail.

### (b) Relationship

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

**(c) Assignment and Enurement**

DigiAg may assign these Terms to any third party. These Terms cannot be assigned or transferred, in whole or in part, by you. These Terms will enure to the benefit of and be binding upon each of us and our respective successors, permitted assigns, heirs, executors and personal representatives.

**(d) No Waiver**

No waiver of any provision of these Terms shall be binding on DigiAg unless executed by DigiAg in writing. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of DigiAg to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**(e) Severability**

Any provision of these Terms which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of these Terms or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**18. Unsolicited Commercial Electronic Messages**

The inclusion of any email addresses on the Service is not consent to receiving unsolicited commercial electronic messages or SPAM.

**19. Acknowledgement**

I have read and accept all of the terms and conditions in these Terms.

**20. Contact Us**

If you have any questions, concerns or comments, please contact us at:

DigiAg Risk Management Inc.  
Mailing Address: Suite 100 - 25 Rothwell Road, Winnipeg, MB, R3P 2M5  
Telephone No.: 1 (800) 765-8555



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Winnipeg, MB  
R3P 2M5

1 (800) 765-8555  
DigiAgRiskManagement.com  
Contact@DigiAgRiskManagement.com

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