

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 product or services platforms, 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.

Please review our [Privacy Policy](#).

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:

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. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

Electronic Communications

2. When you use any Site, or send e-mails, text messages, and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-app push notices, or by posting notices and messages on the Site. You agree that all agreements, notices, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

User Conduct

3. 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

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Licence and Access

6. Subject to your compliance with the Terms and your payment of any applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Site. This licence does not include any resale or commercial use of any Site contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data-gathering and extraction tools. All rights not expressly granted to you in these terms and conditions of use are reserved and retained by us or our licensors, suppliers, publishers, rightsholders, or other content providers. No Site, nor any part of any Site, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of us. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Site without our express written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without the express written consent of us. You may not misuse the Site. You may use the Site only as permitted by law. This license granted by us terminates if you do not comply with these Terms.

Use of Site/Third Party Sites/Links

7. 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.
8. You may not create a link to this Site from another website or document without our prior written consent.
9. 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

10. 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.

Products or Services

11. All purchases through the Site are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on the Site or limit the sales of the products or services to any person, household, geographic region or jurisdiction.
12. Prices for the products and services are subject to change, without notice. Unless otherwise indicated, prices displayed on our Site are quoted in Canadian dollars.
13. We reserve the right, in our sole discretion, to refuse orders, including without limitation, orders that appear to be placed by distributors or resellers. If we believe that you have made a false or fraudulent order, we will be entitled to cancel the order and inform the relevant authorities.
14. We attempt to be as accurate as possible with respect to the colour and design of the products that are displayed on the Site. However, we do not warrant that product descriptions or other content of any of our products or services is accurate, complete, reliable, current, or error-free.
15. Risk of loss and title for items purchased from our Site pass to you upon our delivery to the carrier.

Returns, Refunds and Title

16. We do not take title to returned items until the item arrives at our fulfillment center. For more information about our returns and refunds, please see our Shipping & Returns section.

DISCLAIMER OF WARRANTIES

17. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DAIRY FARMERS OF CANADA OFFERS THE SITE, SERVICES, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND INFORMATION ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SITE, SERVICES, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR INFORMATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS TO THE OPERATION OF THE SITE OR INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR MADE AVAILABLE TO YOU THROUGH THE SITE OR OTHERWISE, UNLESS OTHERWISE SPECIFIED IN WRITING. DAIRY FARMERS OF CANADA DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT ON THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS, ELECTRONIC COMMUNICATIONS OR EMAILS 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, PRODUCTS (INCLUDING SOFTWARE) OR MATERIALS IN TERMS OF ACCURACY, RELIABILITY OR OTHERWISE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

LIMITATION OF LIABILITY/INDEMNITIES

18. EXCEPT TO THE FULL EXTENT PERMISSABLE 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.

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19. 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

15. 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

20. 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.

21. 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.