

BIX Terms and Conditions

1. Definitions

- a. "Abattoir" means an establishment within the meaning of the *Meat Inspection Act* (Canada) and any facility licensed under provincial legislation to slaughter cattle;
- b. "BIX" means the Business InfoXchange operated and maintained by TrustBIX Inc. and any reference to "BIX" in this Agreement includes TrustBIX Inc., and all officers, directors, employees, agents, contractors and consultants of TrustBIX Inc.;
- c. "BIX Program Administrators" mean those persons authorized by TrustBIX Inc. to administer the BIX database;
- d. "TrustBIX" means TrustBIX Inc. in whose principal place of business is at 2nd Floor, 10607 82 Street, Edmonton, AB T6A 3N2;
- e. "CBBC" means the Canadian Beef Breeds Council;
- f. "CBBC Information" means additional information provided by members of the CBBC;
- g. "CCIA" means the Canadian Cattle Identification Agency;
- h. "CLTS" means the Canadian Livestock Tracking System operated by CCIA;
- i. "Identification Information" includes your first name, last name, e-mail address, business name, mailing address, city, province, postal code, home phone number, business phone number, CCIA Account number, Premises ID number and VBP Status;
- j. "Individual Animal Information" means Required Information, Optional Information and CBBC Information;
- k. "Livestock Dealer" means a person other than an Abattoir who, as an agent or on the person's own behalf, purchases or sells livestock, including an ownership interest on livestock, and does not maintain the livestock purchased for at least 30 days before the livestock is sold;
- l. "Optional Information" means all Individual Animal Information that can be entered into BIX that is not Required Information or CBBC Information;
- m. "Required Information" means the Individual Animal Information that is required to be entered into BIX as a condition of participating in BIX;
- n. "Terms" means the terms and conditions set out in this Agreement as may be amended from time to time by BIX;
- o. "Third Party Provider" means a person approved by BIX to provide Identification Information, Required Information, Optional Information and CBBC Information to BIX on your behalf; and
- p. "Third Party User" means a person approved by CCIA to provide Identification Information and Required Information to CLTS on your behalf.

2. 2. Your relationship with BIX

- a. Your use of the Business InfoXchange services and web site (referred to collectively as the "Services") is voluntary and subject to the Terms set out in this document as may be amended from time to time.
- b. By accepting these Terms and using the Services you are authorizing BIX:

- a) to use your Identification Information to verify your identity by comparing the BIX Identification Information with your profile in the CLTS;
- b) to be your Third-Party User for the purpose of reporting Required Information to CLTS on your behalf; and
- c) to exchange Identification Information and Required Information with CLTS, upload Identification Information and Required Information to CLTS or download Identification Information or Required Information from CLTS.

3. Accepting the Terms

- a. To use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- b. You can accept the Terms by:
 - a) clicking to accept or agree to the Terms, in writing or electronically, where this option is made available to you by BIX in the user interface; or
 - b) by accepting or agreeing to the Terms, where this option is made available to you through a Third-Party Provider and where record of such acceptance is kept by the Third-Party Provider.
- c. You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with BIX.

4. Language of the Terms

- a. Where BIX has provided you with a French translation of the English language version of the Terms, or you have provided BIX with the French translation, you agree that the translation is provided for convenience only and that the English language version of the Terms will govern your relationship with BIX.
- b. If there is any contradiction between what the English language version of the Terms says and what a French translation says, then the English language version shall take precedence.

5. Requirements to Participate

- a. To participate in BIX you are required to register with BIX by providing the Identification Information on the BIX registration page.
- b. Currently there is no cost to register, enter or retrieve Individual Animal Information.
- c. Two types of Individual Animal Information are stored in BIX - Required Information, Optional Information.
- d. Required Information - To participate in the BIX program, the following Required Information must be submitted:
 - a) by Cow-Calf Producers (commercial and purebred):
 - (i) If you are a cow-calf producer, you must provide the following Required Information: individual animal RFID tag numbers; animal birthdates either as actual individual animal birthdates or a calving start date.
 - (ii) It is highly recommended that you acquire and provide your premises ID. BIX will accommodate all regional premises ID programs. All other production, performance and health data/information cow-calf producer participants choose to enter is strictly optional.
 - b) by Feedlots and Backgrounders:

- (i) If you are a finishing or back-grounding feedlot you must provide the following Required Information: Individual animal RFID tag numbers; date of animal's move-in to feedlot; and it is suggested that the weight in pounds of individual animal at move-in to feedlot. It is highly recommended that you acquire and provide your premises ID. BIX will accommodate all regional premises ID programs. All other production, performance, health data/information feedlot participants choose to enter is strictly optional.
- c) by Abattoirs:
 - (i) If you are an Abattoir you must provide the following Required Information through electronic carcass measurements or equivalent data derived manually: premises ID; individual animal RFID tag number, animal's slaughter date; optional information would be carcass grade fat depth; individual animal hot carcass weight; carcass yield class/yield grade; carcass marbling class/quality grade; yield percentage; ribeye length; ribeye width; ribeye area; and, marbling score within quality grade (e.g. AAA40).
- e. Optional Information – The BIX database is set up to collect the following Optional Information:
 - a) from Cow-Calf Producers– sex, management tag, DNA tag, birth weight, calving assist, breed/cross, color, sire ID#, Dam ID#, move-in information, move-out information, production information, vaccination and health management information, calving information, tag retirement, re-tagging, and value added information;
 - b) from Feedlots and Backgrounders – management tag, additional move-in information, additional move-out information, feeding information, vaccination and animal health and management information, value added information, export information, tag retirement and re-tagging; and
 - c) from Abattoirs – management tags and additional carcass data.
 - d) from Livestock Dealers – If you are a Livestock Dealer your participation in BIX is optional. If you choose to enroll in BIX you can choose to enter individual animal data at a move-in date, move-out date, or both. If you participate you must provide the individual animal RFID tag number; animal's move-in or move-out date and premises ID.
- f. Pedigree and Performance Information – Additional pedigree and performance information provided by members of the CBBC. For further information with respect to the additional purebred fields available to purebred Participants please contact your breed association or the CBBC.
- g. All Required Information, Optional Information and CBBC Information submitted to the BIX database is available to the BIX Program Administrators and is housed in the BIX database.
- h. Information becomes shareable in the system in accordance with these Terms and Conditions as Radio Frequency Identification (RFID) tag numbers are reported (uploaded) to the BIX database.

6. Special requirements for members of BIX' Platform Partners

- a. The Platform Partners will be able to request reports from the BIX Program Administrators to analyze the data submitted by or on behalf of their members against the whole BIX aggregate population data, or a sorted portion of the data set at the discretion of the BIX Program Administrators; and upon an executed service agreement which specifies the fee for services rendered. Platform Partners will not have access to BIX to download any data or to mine the data. No Identification Information of any Participant will be included in any reports provided to BIX Platform Partners.
- b. BIX may function as a platform for other data sharing programs and subsequent information sharing agreements may be developed between the TrustBIX Inc. and other value chain participants, which will entail some sharing of information located on BIX and other databases.

7. Required Information – Automatic Data Sharing Consent

- a. By registering with BIX you are automatically consenting to:
 - a) the disclosure by BIX of all Required Information to other BIX Participants on the following conditions:
 - (i) the BIX Participant is an approved registered Participant in the BIX program;
 - (ii) only data/information pertaining to RFID tag numbers registered within the BIX Participant's inventory is viewable by that Participant;
 - (iii) data/information pertaining to RFID tag numbers in the BIX database can only be viewed if that BIX Participant has performed an "event" identified in the data fields on BIX for the applicable animal(s); and
 - (iv) in the case of carcass data, only if the BIX Participant is not a Livestock Dealer
 - b) the disclosure of all Required Information with ALL the BIX Participants that meet the criteria as outlined above and not selectively with only some of the BIX Participants;
 - c) the disclosure by the BIX Program Administrators of all information required to be reported under the federal Health of Animals Regulations and relevant provincial legislation to the Canadian Cattle Identification Agency (CCIA), in particular, Herd of Origin information, Birthdate event information (RFID Tag ID, Date of Birth and DOB Method), and tag retirement information by Abattoirs (RFID Tag ID and Slaughter Date);
 - d) the collection of your CCIA Account number and the submission of your CCIA Account number and some correlating personal information to CCIA for the purpose of the CLTS validating your CCIA Account number and assigning the BIX CCIA account as a third party to your CLTS account to enable BIX to submit the Required Information to CLTS on your behalf and to retrieve Identification Information and animal information from your CLTS account;
 - e) the extraction of information pertaining to your animals from the CLTS, if it has already been entered in that system, including date of birth, DOB Method, Color, Species, Sex, Breed, Account ID; and
 - f) the use of all Required Information by the BIX Program Administrator(s) to:
 - (i) carry out the role of the BIX Program Administrator(s);
 - (ii) perform BIX database queries for BIX Participants in accordance with these Terms; and
 - (iii) generate reports for use by the BIX Program Administrator(s) and the Platform Partner(s).
- b. BIX does not warrant nor guarantee the accuracy of Required Information uploaded to CLTS or the timing of the upload of Required Information to CLTS and we shall not be liable for any errors, omissions or delays in the upload of your Required Information to CLTS.
- c. You are responsible for ensuring that any Required Information that must be entered into the CLTS pursuant to the federal Health of Animals Act or any provincial legislation has been uploaded to CLTS by BIX following entry of the Required Information into BIX. You are required to notify the BIX Program Administrators immediately if any Required Information has not been uploaded to CLTS or if there are any errors or omissions in the Required Information uploaded by BIX to CLTS.

8. Optional and CBBC Information and Identification Information – Data Sharing Consent

- a. By registering with BIX you do not automatically consent to the disclosure of any Optional Information entered into the BIX system. You have the following choices as it pertains to sharing your Optional Information in BIX:
 - a) you can choose to share ALL Optional Information you submit to BIX with ALL other Participants according to the conditions noted in paragraph 7.a(a); or
 - b) you can choose to NOT share any of the Optional Information you submit to BIX with any Participant.
- b. By registering with BIX you do not automatically consent to the disclosure of any CBBC Information entered in the BIX system. Purebred Participants will have the option of individually selecting key CBBC Information elements for sharing or keeping private. This option is provided from two places: (1) during registration and (2) from Your Business Tab in the CBBC portal to BIX.
- c. If you choose to share your Optional Information or CBBC Information with other BIX Participants you have the following choices as it pertains to sharing your Identification Information (other than your CCIA Account Number) with other BIX Participants:
 - a) you can choose to share your contact name, company/ranch/operation name, phone numbers and e-mail address BIX database in query reports generated by the BIX Program Administrator(s); or
 - b) you can choose to NOT share any of your Identification Information.
- d. You must choose one of the options listed in paragraph 8.a. and one of the options listed in paragraph 8.c. when you register with BIX, but your selection can be changed at any time.
- e. Notwithstanding the choice you make with respect to sharing your Optional Information and CBBC Information with other BIX Participants:
 - a) your Optional Information and CBBC Information will be used by the BIX Program Administrator(s) to:
 - (i) carry out the role of the BIX Program Administrators;
 - (ii) perform BIX database queries for BIX Participants in accordance with these Terms; and
 - (iii) generate reports for use by CCA, CBBC and the BIX Program Administrator(s) and the Platform Partners;
- f. Notwithstanding the choice you make with respect to sharing your Identification Information with BIX Participants, your Identification Information will be used by BIX and you hereby consent to your Identification Information being used by BIX:
 - a) to verify your CCIA Account number, your membership in a Platform Partner program/organization and your participation in any value chain;
 - b) to notify you of specific issues or anomalies that arise in relation to the data you submit;
 - c) to contact you if your animals are the subject of a database query submitted by another BIX Participant; and
 - d) to contact you for any other purpose relating to your participation in BIX, the Services provided by BIX, new product offers, promotions and other matters.

9. BIX Program Administrators

- a. By registering with BIX you agree that the BIX Program Administrators:

- a) will maintain control of, and be responsible for, the integrity and function of the BIX database;
- b) will manage the status, usernames and access rights of all BIX Participants;
- c) may verify a Participant's enrolment in a specific program;
- d) may suspend or revoke your use of and access to the BIX database and withhold data/information at its discretion;
- e) may modify the description of events or attributes listed in the data fields maintained on BIX to meet changing program requirements;
- f) may audit your activities and perform audit functions directly or through approved Third-Party Users on any data/information and processes within the BIX system;
- g) may run extraction reports, and run and analyze program level reports to determine program reporting requirements;
- h) may use all Required Information and Optional Information within the BIX system to perform analyses and develop basic, and limited, benchmark and reporting statistics;
- i) will respond to, review and rule upon database query requests by BIX Participants;
- j) will run approved query request reports and provide the query party's contact information to the BIX Participants whose inventory matches, in whole or in part, the query results;
- k) will manage the BIX portal, community and portlet content matter; and
- l) such other roles and responsibilities as may be assigned to the BIX Program Administrator(s) or the Platform Partners.

10. BIX Queries

- a. The BIX Program Administrators will, subject to paragraph 10.c. query the database to develop lines of communication and business relationships across the beef chain.
- b. The BIX Program Administrators, at their sole discretion, maintains the right to refuse and/or limit database query requests from any BIX Participant.
- c. The Terms and Conditions for queries to the BIX database are as follows:
 - a) the BIX Program Administrators maintain the right to approve or deny any query request;
 - b) unless an exception is granted at the discretion of the Program Administrator upon the direction of the CCA only registered BIX Participants in good standing may submit a query to the BIX Program Administrators;
 - c) notwithstanding start-up phase limitations, and based upon terms and conditions established by the BIX Program Administrators, those BIX Participants submitting a query request must have a proven record of having uploaded event data on BIX cattle registered within their inventory before their query will be processed;
 - d) a query based upon a RFID tag number, or range of RFID tag numbers, can be requested by a BIX participant in good standing and acting upon that request, or refining the request, is the sole discretion of the BIX Program Administrators;
 - e) those submitting a query request must provide their full contact information including their company name, personal contact name, telephone/cell numbers and e-mail address;
 - f) the BIX Program Administrators analyze the database according to the query parameters;

- g) the BIX Program Administrators will not provide the Participant submitting the query request with the contact information for those producers or feedlots with animals in the BIX database matching, in whole or in part, the query parameters nor will the Participant submitting the query request be informed of the outcome of the query by the BIX Program Administrators;
 - h) those consenting BIX Participants whose Optional Information and CBBC Information and those Participants whose Required Information matches the query will be provided, by e-mail notification, the contact information of the Participant submitting the query request and some details of the query.
 - i) it is in the sole discretion of the Participants whose animals match the query whether to make contact with the person submitting the query request regarding the specific query report details;
 - j) initially, queries will be limited to the following attributes: RFID tag number(s), Birth date (age) records: date range, Breed/crossbreed: specific breed/crossbreed, Color: specific color, Weaning weight: weight range, Castration date/method: date range, Vaccination date/product(s): date range & specific product(s), Immunization program: specific immunization program name, VBP registered/audited operations;
- d. Those launching a query of the BIX database will not have access to contact information of any Participant whose animals match the query nor will the Participant submitting the query be informed of the outcome of the BIX Program Administrators' analyses of the database regarding the query parameters. In this way BIX maintains Participant confidentiality yet empowers the system to act as a business tool for users.
- e. You are solely responsible for your interaction with other BIX Participants as a result of an introduction through the BIX database query system. You acknowledge and understand that BIX has not, and does not, in any way: (a) screen the Participants, (b) inquire into the backgrounds of the Participants, or (c) review or verify the information provided by the Participants. You hereby agree to exercise reasonable precautions in all interactions with other Participants, particularly if you decide to meet another Participant in person or do business with them. BIX does not represent, warrant, endorse or guarantee the conduct of any Participant in any personal or business relationship with you. In no event will BIX be liable for any damages, of any type and howsoever caused, arising out of or related to any information provided by a Participant, any relationship entered into between Participants or relating to any Participant's conduct in connection with the use of the Services.

11. Entering Information in BIX via a Third-Party Provider.

- a. You may apply to authorize another individual or company (known as a "Third Party Provider") to act as your agent to enter information into the BIX database on your behalf. Your authorization appointing a Third-Party Provider as your agent must be in writing and on the forms supplied by BIX. Your agent cannot act as a Third-Party Provider until your application is approved by BIX. By appointing a person as your Third-Party Provider you are, at the same time, appointing BIX as a Third-Party User for the purpose of reporting birth date information on your behalf to the CLTS.
- b. Approval of a Third-Party Provider is conditional upon you and the Third-Party Provider accepting these Terms. When a Third-Party Provider is approved both you and the Third-Party Provider are jointly bound by these Terms.
- c. Notwithstanding that a Third-Party Provider is bound by these Terms, as you are authorizing the Third-Party Provider to act as your agent, you are responsible for your agent's compliance with these Terms and the truth, accuracy and completeness of the Identification Information, Required Information, Optional Information and CBBC Information entered into the BIX database by the Third-Party Provider on your behalf.
- d. The Third-Party Provider Application forms are available from the BIX Program Administrators and on the BIX website at <http://BIX.cattle.ca>

- e. You are required to retain copies of your Third-Party Provider Application forms.

12. Provision of the Services by BIX

- a. The TrustBIX Inc. has organizations partnering with BIX and, if you are a member of any of the Platform Partners these organizations will be providing the Services to you on behalf of BIX itself and will be sharing information you provide to them with BIX. You acknowledge and agree that these organizations will be entitled to provide the Services to you and share your information with BIX.
- b. We shall always use our reasonable endeavors to make available to you, at all times, the Server and the Services, but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.
- c. BIX is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which BIX provides may change from time to time without prior notice to you.
- d. As part of this continuing innovation, you acknowledge and agree that BIX may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at BIX's sole discretion, without prior notice to you. You may stop using the Services at any time. You need to inform BIX when you stop using the Services in accordance with section 21.a in these Terms or use the Opt-out option on the site.
- e. You acknowledge and agree that if BIX disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
- f. You acknowledge and agree that while BIX may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service; such fixed upper limits may be set by BIX at any time, at BIX's discretion.

13. Use of the Services by you

- a. In order to access certain Services, you are required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to BIX will always be accurate, complete and up to date. You agree to maintain and promptly update the registration information to keep it accurate, complete and up to date.
- b. As noted above, in order to participate in BIX, you are required to provide certain Required Information relating to your animals and may provide certain Optional Information and CBBC Information. You agree that all Required Information, Optional Information and CBBC Information you submit to BIX is, to the best of your knowledge, information, and belief after due diligence, accurate and current. You agree to maintain and promptly update your Required Information, Optional Information and CBBC Information to keep it accurate, complete and up to date.
- c. If you provide any information that is untrue, inaccurate or incomplete or if BIX has reasonable grounds to believe that such information is untrue, inaccurate or incomplete the BIX Program Administrators have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or a portion thereof).
- d. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in Canada.
- e. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by BIX or the Platform Partners, unless you have been specifically allowed to do so in a separate agreement with BIX. You specifically agree not to access

(or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).

- f. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- g. You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- h. You agree that you are solely responsible for (and that BIX has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which BIX may suffer) of any such breach.
- i. The Services provided to you and your account with BIX cannot be transferred or used by anyone other than you or an approved Third-Party User. No more than one log-in session under any one account may be used at any time by you or a Third-Party User. If you have multiple accounts, you are limited to one login session per system account at any time.
- j. If your account is found to have been transferred to another party, or shows other activity in breach of these provisions, the BIX Program Administrator(s) shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.
- k. You agree to have your own paper and/or electronic copies and back-ups of all Required Information, Optional Information and CBBC Information submitted to BIX and you further understand and agree that BIX cannot be relied on nor it is intended to be used to record and maintain your Individual Animal Information for use in your own operation.

14. Your passwords and account security

- a. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- b. Accordingly, you agree that you will be solely responsible to BIX for all activities that occur under your account.
- c. If you become aware of any unauthorized use of your password or of your account, you agree to notify BIX immediately at support@bixsco.com.

15. Privacy and your personal information

- a. For information about BIX's personal information protection practices, please read BIX's Personal Information Protection Policy.
- b. By agreeing to these Terms you acknowledge reading and agreeing to the BIX Personal Information Protection Policy.
- c. If there is any contradiction between BIX' Personal Information Protection Policy and these Terms, then these Terms shall take precedence.

16. Participant Content in the Services

- a. All Required Information, Optional Information and CBBC Information submitted to BIX by Participants, whether directly by themselves or through Third Party Providers, is the sole responsibility of the Participants from whom such information originated.
- b. BIX does not control the information entered into BIX and, as such, does not guarantee the accuracy, integrity or quality of the Required Information, the Optional Information or the CBBC Information.
- c. You should be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by the persons who provide that Content to BIX (or by

other persons or companies on their behalf). You may not modify, sell or distribute this Content (either in whole or in part) unless you have been specifically told that you may do so by BIX or by the owners of that Content, in a separate agreement.

- d. BIX reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.
- e. You understand that by using the Services you use the Services at your own risk.
- f. You agree that you and the other Participants are solely responsible for (and that BIX has no responsibility to you or to any other Participant for) any Content that you create, transmit, display, retrieve or download while using the Services and for the consequences of your actions (including any loss or damage which BIX may suffer) by doing so.

17. Proprietary rights

- a. You acknowledge and agree that BIX owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by BIX and that you shall not disclose such information without BIX's prior written consent.
- b. Unless you have agreed otherwise in writing with BIX, nothing in the Terms gives you a right to use any of BIX's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- c. You hereby grant to BIX a nonexclusive, nontransferable, royalty-free, worldwide license to use your Individual Animal Information in connection with the services provided by BIX to the BIX Participants and the Program Partners.
- d. BIX reserves the rights to manage, use, and publish Individual Animal Information you provide for statistical or scholarly study or research purposes provided that your identity cannot be identified with, or linked to any individual or aggregate animal information. BIX further reserves the right to grant other parties access to the Individual Animal Information for the same purposes and on the same condition.
- e. BIX retains all intellectual property rights and interests in the Individual Animal Information and services provided by BIX, including but not limited to all patents, copyrights, and trademarks.
- f. Any income BIX receives as a result of the manipulation, use or publication of Individual Animal Information for statistical or scholarly study or research purposes or for providing reports to Platform Partners and others shall be used solely for the purpose of:
 - a) sustaining, maintaining or enhancing BIX in the best interest of the Canadian beef industry;
 - b) assisting BIX Participants in understanding and fully utilizing the data provided back through BIX.

18. Ending your relationship with BIX

- a. If you want to terminate your legal agreement with BIX, you may do so by (a) notifying BIX at any time and (b) closing your accounts for all of the Services which you use, where BIX has made this option available to you. Your notice should be sent, in writing, to BIX; or by using the Opt-out option provided on the site.
- b. BIX may at any time, terminate its legal agreement with you if:
 - a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);
or

- b) BIX is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - c) the Platform Partner with whom BIX offered the Services to you has terminated its relationship with BIX or ceased to offer the Services to you; or
 - d) BIX is transitioning to no longer providing the Services; or
 - e) the provision of the Services to you by BIX is, in BIX's opinion, no longer commercially viable.
- c. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and BIX have benefited from, and been subject to shall be unaffected by this termination of your relationship with BIX, and the provisions of paragraphs 17, 20, 21 and 22 of these Terms shall continue to apply to such rights, obligations and liabilities indefinitely.
- d. On termination of your relationship with BIX:
- a) your Required Information, Optional Information and CBBC Information will remain in the BIX database;
 - b) your Required Information will continue to be shared with other BIX Participants in accordance with paragraph 7;
 - c) your Optional Information and CBBC Information, regardless of sharing option selected, will remain in the BIX database for statistical and database administration purposes, but your Optional Information and CBBC Information will not be shared nor will it be available for query purposes after the date you terminate your relationship with BIX; and;
 - d) your Identification Information will not be used by CCA or BIX except for the purposes to which you have consented to the continued use of this information on termination of your relationship with BIX.

19. Indemnity

- a. You shall indemnify BIX and keep BIX indemnified and hold BIX harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

20. Exclusion of Warranties

- a. Nothing in these terms shall exclude or limit BIX's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
- b. You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."
- c. In particular, BIX does not represent or warrant to you that:
 - a) your use of the services will meet your requirements,

- b) your use of the services will be uninterrupted, timely, secure or free from error,
 - c) any information obtained by you as a result of your use of the services will be accurate or reliable, and
 - d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.
- d. Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- e. No advice or information, whether oral or written, obtained by you from BIX or through or from the services shall create any warranty not expressly stated in the terms.
- f. BIX further expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

21. Limitation of Liability

- a. Subject to overall provision in paragraph 22 above, you expressly understand and agree that BIX shall not be liable to you for:
- a) any direct, indirect, incidental, special consequential or exemplary damages, which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
 - b) any loss or damage, which may be incurred by you, including but not limited to loss or damage as a result of:
 - (i) any reliance placed by you on the completeness, accuracy or existence of any Required Information or Optional Information, or as a result of any relationship or transaction between you and any BIX Participant or advertiser whose advertising appears on the Services;
 - (ii) any changes which BIX may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - (iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
 - (iv) your failure to provide BIX with accurate account information;
 - (v) your failure to keep your password or account details secure and confidential;
- b. The limitations on BIX's liability to you shall apply whether or not BIX has been advised of or should have been aware of the possibility of any such losses arising.

22. Advertisements

- a. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored in BIX, queries made through the BIX Program Administrator(s) or other information.

- b. The manner, mode and extent of advertising by BIX on the Services are subject to change without specific notice to you.
- c. In consideration for BIX granting you access to and use of the Services; you agree that BIX may place such advertising on the Services.

23. Other content

- a. The Services may include hyperlinks to other web sites or content or resources. BIX may have no control over any web sites or resources which are provided by companies or persons other than BIX.
- b. You acknowledge and agree that BIX is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- c. You agree and acknowledge that the BIX web site uses session cookies, logs, IP addresses and utilizes technical analytic services, which use cookies. Personal information is not collected via the web site nor is any information linked to your IP addresses or cookies.
- d. You acknowledge and agree that BIX is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

24. Changes to the Terms

- a. BIX may make changes to the Terms from time to time. When these changes are made, BIX will make a new copy of the Terms available at/on the BIX website or portal.
- b. You understand and agree that if you use the Services after the date on which the Terms have changed, BIX will treat your use as acceptance of the Terms.

25. General legal terms

- a. The Terms constitute the whole legal agreement between you and BIX and govern your use of the Services and completely replace any prior agreements between you and BIX in relation to the Services.
- b. You agree that BIX may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- c. You agree that if BIX does not exercise or enforce any legal right or remedy which is contained in the Terms (or which BIX has the benefit of under any applicable law), this will not be taken to be a formal waiver of BIX's rights and that those rights or remedies will still be available to BIX.
- d. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- e. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.
- f. The Terms, and your relationship with BIX under the Terms, shall be governed by the laws of the Province of Alberta without regard to its conflict of law's provisions. You and BIX agree to submit to the exclusive jurisdiction of the courts located within the Judicial District of Edmonton, in the Province of Alberta to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that BIX shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

26. Notices

BIX Terms of Use

- a. Any notice to be given by either party to the other may be sent by email, fax or recorded delivery as follows:
 - a) to TrustBIX Inc.
 - (i) by mail: 2nd Floor 10607 82 Street, Edmonton, AB T6A 3N2
 - (ii) by fax: 1 (800) 475-4603
 - (iii) by e-mail: admin@bixsco.com
 - b) to you - to the last known address, fax or e-mail provided to BIX.
 - c) All notices shall be in writing and may be sent by mail, fax or e-mail. Notices sent by mail shall be deemed to be received 7 days from the date of mailing. Notices sent by fax shall be deemed to be received on receipt of an error free transmission report. Notices sent by e-mail are valid only on proof that the e-mail was received. Any notice received on a holiday shall be deemed to be received on the next business day.

27. Comments or Questions

- a. If you have any questions, comments or concerns arising from the website, the Personal Information Protection Policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at support@bixsco.com.

Updated April 21, 2020