

# BIXS Terms and Conditions

Revised 10/28/2017

## 1. Definitions

1. In this document:

- a) "**Abattoir**" means an establishment, as defined by the Canada *Meat Inspection Act*, and any facility licensed under provincial legislation to slaughter cattle;
- b) "**BIXS**" means:
  - i) BIXSco Inc., a registered corporation in the province of Alberta, carrying on business at 2<sup>nd</sup> Floor, 10607 82 Street, Edmonton, AB T6A 3N2;
  - ii) the Beef InfoXchange System operated and maintained by BIXSco Inc.;
  - iii) all officers, directors, employees, agents, contractors and consultants of BIXSco Inc.;
  - iv) the BIXSco website, located at [www.bixsco.com](http://www.bixsco.com); and,
  - v) the Financial Interest Notification System ("**FINS**");
- c) "**BIXS Program Administrators**" mean those persons authorized by BIXSco Inc. to administer BIXS;
- d) "**CBBC**" means the Canadian Beef Breeds Council;
- e) "**CBBC Information**" means additional information provided by members of the CBBC;
- f) "**CCIA**" means the Canadian Cattle Identification Agency;
- g) "**CLTS**" means the Canadian Livestock Tracking System operated by CCIA;
- h) "**FINS**" means the Financial Interest Notification System, an application that accesses Identification Information and Individual Animal Information held in the BIXS database, and records details of financial contracts and security agreements between Participants and Third Party Associates.
- i) "**Information**" may mean:
  - 1) "**Identification Information**" includes first name, last name, e-mail address, business or operation name, mailing address, city, province, postal code, personal phone number, business phone number, CCIA Account ID number, Premise ID number and VBP+ Status.
  - 2) "**Individual Animal Information**" means Required Information, Optional Information and CBBC Information;
  - 3) "**Optional Information**" means information described in article 5.4 of these Terms that can be entered into BIXS but is not Required Information or Platform Partners Information;
  - 4) "**Required Information**" means the Individual Animal Information that is required to be entered into BIXS as a condition of participating in BIXS;
- j) "**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 provide feed and / or housing, either personally or contracted, for the livestock purchased for a minimum of 30 calendar days before selling the livestock;
- k) "**Participant**" means a commercial or purebred cow-calf producer, feedlot, backgrounder, or Abattoir registered with BIXS, or a Third Party Provider acting on behalf of, or as an agent for any Participant;
- l) "**Platform Partners**" will include but is not limited to Canadian Cattle Identification Agency (CCIA), Canadian Beef Breeds Council (CBBC) and Verified Beef Production Plus (VBP+);
- m) "**Query**" means to search for data within the BIXS database and integrated systems that are accessible to the user and allowed by agreements;

- n) **"Services"** means services provided to Participants through BIXS, including the Beef InfoXchange System and web site;
- o) **"Terms"** means the terms and conditions set out in this document, as may be amended from time to time by BIXS;
- p) **"Third Party Associate"** or **"TPA"** means a person or organization authorized by the Participant and approved by BIXS to access, enter and modify data in FINS;
- q) **"Third Party Provider"** means a person or organization authorized by the Participant and approved by BIXS to provide Identification Information, Required Information, Optional Information and CBBC Information to BIXS on behalf of Participants;
- r) **"Third Party User"** means a person approved by CCIA to provide Identification Information and Required Information to CLTS on behalf of a Participant;
- s) **"Transmission"** means to supply information and data or input information and data into the BIXS database and integrated systems using the recommended methods.

## 2. Participant relationship with BIXS

2.1 Participants' use of the Services is voluntary and subject to the Terms set out in this document as may be amended from time to time.

2.2 By accepting these Terms and using the Services, the Participant is authorizing BIXS:

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

## 3. Accepting the Terms

3.1 To use the Services, Participants must first agree to the Terms. Participants may not use the Services unless they accept the Terms.

3.2 Participants can accept the Terms by:

- a) clicking to accept or agree to the Terms, electronically, where this option is made available to you by BIXS;
- b) indicating your acceptance or agreement with the Terms by your signature on this document or any other document incorporating the Terms by reference; or,
- c) by accepting or agreeing to the Terms, where this option is made available to you through a Third Party Provider, or Third Party Associate and where record of such acceptance is kept by the Third Party Provider, or Third Party Associate.

3.3 A person who is not able to form a contract because they are not of legal age, lack capacity, or for any other reason, may not use the Services and may not accept these Terms.

## 4. Language of the Terms

4.1 The English language version of the Terms governs Participants' relationship with BIXS.

4.2 Where BIXS has provided a French translation of the English language version of the Terms, the translation is provided for convenience only.

4.3 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

5.1 Registering with BIXS by providing the mandatory Identification Information requested on the BIXS registration page is required to participate in BIXS.

5.2 Currently there are no fees for Participant to register, enter or retrieve Individual Animal Information for livestock owned or managed by Participants.

5.3 Required Information – to participate in the BIXS program, the following Required Information must be Submitted

a) by Participant Cow-Calf Producers (commercial and purebred):

i) Individual animal RFID tag numbers; animal birthdates either as actual individual animal birthdates or a calving start date.

ii) While not required, it is highly recommended that Participants acquire and provide their premises ID. BIXS will accommodate all regional premises ID programs as well as the CLTS.

iii) by Participant Feedlots and Backgrounders:

iv) individual animal RFID tag numbers; date of animal's move-in to feedlot; weight in pounds of individual animal at move-in to feedlot; date at individual animal move-out of feedlot;

v) While not required it is highly recommended that Feedlot and Backgrounder Participants acquire and provide their Premises ID. BIXS will accommodate all regional Premises ID programs as well as the CLTS.

vi) by Participant Abattoirs:

vii) electronic carcass measurements or equivalent data derived manually; premises ID; individual animal RFID tag number; animal's slaughter date; 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 etc).

5.4 Optional Information – the BIXS database is set up to collect the following Optional Information, which Participants may enter at their discretion:

a) from Participant Cow-Calf Producer: sex, management tag, DNA tag, birth weight, calving assist, breed / cross, colour, sire ID#, Dam ID#, move-in information, move-out information, production information, vaccination and health management information, calving information, tag retirement, retagging, and value-added information;

b) from Participant 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;

i) from Participant Abattoirs: management tags and additional carcass data.

d) from Participant Livestock Dealers: individual animal RFID tag number; animal's move-in or move-out date and premises ID.

ii) 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.

5.5 All Required Information, Optional Information and CBBC Information submitted to the BIXS database is available to the BIXS Program Administrators and is housed in the BIXS database.

5.6 Information becomes shareable in the system in accordance with these Terms as radio frequency identification (RFID) tag numbers are reported / uploaded to the BIXS database.

## 6. BIXS Platform Partners

6.1 The Platform Partners will be able to request reports from the BIXS Program Administrators on a fee for service basis to analyze the data submitted by or on behalf of their members against the whole BIXS aggregate population data, or a sorted portion of the data set at the discretion of the BIXS Program Administrators. Platform Partners are not permitted to access the BIXS database to download any data or to mine the data. No Identification Information of any Participant will be included in any reports provided to BIXS Platform Partners.

6.2 BIXS may function as a platform for other data sharing programs and subsequent information sharing agreements may be developed between BIXSco Inc. and other beef value chain participants, which will entail some sharing of information located on BIXS and other databases.

## 7. Required Information – Automatic Data Sharing Consent

7.1 By registering with BIXS, the Participant consents to

- a) the disclosure by BIXS of all Required Information to other BIXS Participants on the following conditions:
  - i) the BIXS Participant is an approved, registered Participant in the BIXS program;
  - ii) only data / information pertaining to RFID tag numbers registered within the BIXS Participant's inventory is viewable by that Participant;
  - i) data / information pertaining to RFID tag numbers in the BIXS database can only be viewed if that BIXS Participant has performed an "event" identified in the data fields on BIXS for the applicable animal(s); and
  - ii) in the case of carcass data, only if the BIXS Participant is not a Livestock Dealer;
- b) the disclosure of all Required Information with ALL the BIXS Participants that meet the criteria as outlined above and not selectively with only some of the BIXS Participants;
- c) the disclosure by the BIXS Program Administrators of all information required to be reported under the federal *Health of Animals Regulations*, or relevant provincial legislation, to the Canadian Cattle Identification Agency (CCIA)
  - iii) the collection and the submission of the Participant's CCIA Account number, Operation or Participant name and phone number to CCIA for the purpose of the CLTS validating Participant's CCIA Account number and assigning the BIXS CCIA account as a third party to your CLTS account to enable BIXS to submit the Required Information to CLTS on your behalf and to retrieve Information and animal information including RFID number and Birthdate where available from your CLTS account;
  - iv) the extraction of information pertaining to Participants' animals from the CLTS, if it has already been entered in the CLTS system, including date of birth, DOB Method, Colour, Species, Sex, Breed, Account ID; and,
  - v) the use of all Required Information by the BIXS Program Administrator(s) to:
    - i) carry out the role of the BIXS Program Administrator(s);

- ii) perform BIXS database queries for BIXS' Participants in accordance with these Terms; and
- iii) generate reports for use by the BIXS Program Administrator(s) and the Platform Partner(s).

7.2 BIXS 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.

7.3 The Participant is 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 BIXS following entry of the Required Information into BIXS. You are required to notify the BIXS 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 BIXS to CLTS.

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

8.1 Participants do not automatically consent to the disclosure of any Optional Information entered into the BIXS system by registering with BIXS.

8.2 Participants must choose one of the following options as it pertains to sharing Optional Information in BIXS:

- a) share ALL Optional Information the Participant submits to BIXS with ALL other Participants according to the conditions noted in paragraph 5.4; or
- b) share NONE of the Optional Information Participants submit to BIXS with any other Participant.

8.3 By registering with BIXS, the Participant does not automatically consent to the disclosure of any CBBC Information entered in the BIXS 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 BIXS.

8.4 If the Participant chooses to share Optional Information or CBBC Information with other BIXS Participants, the Participant has the following choices as it pertains to sharing Identification Information (other than the Participant's CCIA Account Number) with other BIXS Participants:

- a) share Identification Information including: contact name, company / ranch / operation name, phone numbers and e-mail address in query reports generated by the BIXS Program Administrator(s); or,
- b) share no Identification Information.

8.5 Participants must choose one of the options listed in paragraph 8.2 and one of the options listed in paragraph 8.4 upon registering with BIXS.

8.6 Participants can change their selection under articles 8.2 and 8.4 at any time.

8.7 Notwithstanding the Participant's choice with respect to sharing Optional Information and CBBC Information with other Participants, Optional Information and CBBC Information will be used by the BIXS Program Administrator(s) to:

- a) carry out the role of the BIXS Program Administrators;
- b) perform BIXS database queries for BIXS' Participants in accordance with these Terms; and
- c) generate reports for use by CCIA, CBBC and the BIXS Program Administrator(s) and the Platform Partners.

8.8 Notwithstanding the Participants choice with respect to sharing Identification Information with BIXS Participants, Participants' Identification Information will be used by BIXS, and the Participant hereby

consents to its Identification Information being used by BIXS in order to:

- a) verify the Participant's CCIA Account number, membership in a Platform Partner program / organization and participation in any value chain;
- d) notify the Participant of specific issues or anomalies that arise in relation to the data you submit;
- c) contact the Participant if the Participant's animals are the subject of a database query submitted by another BIXS Participant; and
- d) contact the Participant for any other purpose relating to participation in BIXS, the Services provided by BIXS, new product offers, promotions and other matters.

## **9. BIXS Program Administrators**

9.1 By registering with BIXS, the Participant agrees that the BIXS Program Administrators

:

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

## **10. BIXS Queries**

10.1 The BIXS Program Administrators will, subject to paragraph 10.3, query the database to develop lines of communication and business relationships across the beef chain.

10.2 The BIXS Program Administrators, at their sole discretion, maintain the right to refuse and / or limit database query requests from any BIXS Participant.

10.3 The terms and conditions for queries to the BIXS database are as follows:

- a) the BIXS Program Administrators maintain the right to approve or deny any query request;

b) unless an exception is granted at the discretion of the BIXS Program Administrator upon the direction of the CCIA, only registered BIXS Participants in good standing may submit a query to the BIXS Program Administrators;

c) notwithstanding start-up phase limitations, and based upon terms and conditions established by the BIXS Program Administrators, those BIXS Participants submitting a query request must have a proven record of having uploaded event data on BIXS cattle registered within their inventory before their query will be processed;

f) a query based upon a RFID tag number, or range of RFID tag numbers, can be requested by a BIXS Participant in good standing and acting upon that request, or refining the request, is the sole discretion of the BIXS Program Administrators;

g) 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;

x) the BIXS Program Administrators analyze the database according to the query parameters;

xi) the BIXS Program Administrators will not provide the Participant submitting the query request

with the contact information for those producers or feedlots with animals in the BIXS 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 BIXS Program Administrators;

xii) those consenting BIXS 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;

xiii) it is in the sole discretion of the Participants whose animals match the query whether or not to make

contact with the person submitting the query request regarding the specific query report details;

xiv) initially, queries will be limited to the following attributes: RFID tag number(s), Birth date (age) records:

date range, Breed / crossbreed: specific breed / crossbreed, Colour: specific colour, 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.

10.4 To maintain Participant confidentiality, those launching a query of the BIXS 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 BIXS Program Administrators' analyses of the database regarding the query parameters.

10.5 Participants are solely responsible for any interaction with other BIXS Participants as a result of an introduction through the BIXS database query system.

10.6 Participants acknowledge and understand that BIXS has not, and does not, in any way:

a) screen Participants,

b) inquire into the backgrounds of the Participants, or

c) review or verify the information provided by the Participants.

10.7 Participants agree to exercise reasonable precautions in all interactions with other Participants, particularly when meeting in person or doing business.

10.8 BIXS does not represent, warrant, endorse or guarantee the conduct of any Participant in any personal or business relationship with other Participants.

10.9 In no event will BIXS 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. Information Entered in BIXS by Third Party Providers**

11.1 Participants may apply to authorize another individual or company (known as a "Third Party Provider") to act as their agent to enter information into the BIXS database on their behalf.

11.2 The Participant's authorization appointing a Third Party Provider as an agent must be in writing and on the forms supplied by BIXS.

11.3 An agent cannot act as a Third Party Provider until the Participant's application is approved by BIXS.

11.4 By appointing a Third Party Provider as an agent, the Participant is, at the same time, appointing BIXS as a Third Party User for the purpose of reporting animal birth date information on the Participant's behalf to the CLTS.

11.5 Approval of a Third Party Provider is conditional upon the Participant and the Third Party Provider accepting these Terms. When a Third Party Provider is approved, both the Participant and the Third Party Provider, as the agent for the Participant, are jointly bound by these Terms.

11.6 Notwithstanding that a Third Party Provider is bound by these Terms, the Participant shall be responsible for the Third Party Provider'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 BIXS database by the Third Party Provider on the Participant's behalf.

11.7 Third Party Provider Application forms are available from the BIXS Program Administrators and on the BIXS website at <http://www.bixsco.com>.

11.8 The Participant shall retain copies of any Third Party Provider Application forms submitted to BIXS.

## **12. Computer Requirements**

12.1 BIXS will function for those systems with at least 256 megs RAM utilizing XP, Vista Operating Systems, or Windows 7 and Internet Explorer 7.0, 8.0 and 9.0, the newest Firefox, Safari on the PC, and Chrome browser versions. Other browsers such as Explorer 6.0 and 9.0 and operating systems may work but are not officially supported at this time.

12.2 Testing is underway for the Mac Operating System using the Safari web browser. Testing results to date have not revealed any issues, but users should be aware that use of Mac is not officially supported at this time. BIXS will provide further updates for Mac users as they become available.

12.3 At a minimum, a dial-up connection that allows you to connect to the Internet via a local server using a standard 56k modem will be required to access the BIXS system. However, a high speed internet connection is highly recommended when accessing BIXS to take advantage of all the features. If you have a high-speed Internet connection, you can access the BIXS portal directly via the BIXS website.

## **13. Provision of the Services by BIXS**

13.1 Several organizations partner with BIXS and, if you are a member of any of the Platform Partners, these organizations will be providing the Services to you on behalf of BIXS itself and will be sharing information you provide to them with BIXS. You acknowledge and agree that these organizations will be entitled to provide the Services to you and share your information with BIXS

13.2 BIXS endeavours to make the Services available to Participants at all times, but shall not, in any event, be liable for interruptions of Service.

13.3 BIXS is constantly innovating in order to provide the best possible experience for its users. Participants acknowledge and agree that the form and nature of the Services which BIXS provides may change from



time to time without prior notice.

13.4 As part of this continuing innovation, the Participant acknowledges and agrees that BIXS may stop or suspend provision of the Services or any aspect of the Services to Participants or any other party at BIXS's sole discretion, without prior notice. You may stop using the Services at any time, in accordance with the Terms.

13.5 The Participant acknowledges and agrees that if BIXS disables access to the Participant's account, the Participant may be prevented from accessing the Services, including account details, any files, or any other content which is contained in the Participant's account.

13.6 The Participant acknowledges and agrees that while BIXS does not currently set a fixed upper limit on the information the Participant 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 BIXS at any time, at BIXS' discretion.

13.7 BIXS may set fees for alternative services, such as FINS (Financial Interest Notifications Services), or any other VAS (Value Added Services) which BIXS may implement.

#### **14. Use of the Services by Participant**

14.1 In order to access certain Services, the Participant is required to provide information as part of the registration process for the Service, and as part of your continued use of the Services. The Participant agrees that any registration information given to BIXS is accurate, complete and up to date. The Participant agrees to maintain and promptly update the Participant's registration information as required to keep it accurate, complete and up to date.

14.2 In order to participate in BIXS, the Participant is required to provide certain Required Information relating to the Participant's animals and may provide certain Optional Information and CBBC Information. The Participant agrees that all Required Information, Optional Information and CBBC Information the Participant submits to BIXS is accurate and current. The Participant agrees to maintain and promptly update Required Information, Optional Information and CBBC Information as required to keep it accurate, complete and up to date.

14.3 If the Participant provides any information that is untrue, inaccurate or incomplete, or if BIXS has reasonable grounds to believe that such information is untrue, inaccurate or incomplete, the BIXS Program Administrators may suspend or terminate the Participant's account and refuse any and all current or future use of the Services.

14.4 The Participant agrees to use the Services only for the purposes permitted by the Terms and any applicable law, regulation or statutorily delegated authority.

14.5 The Participant agrees not to access or attempt to access the Services by any means other than through the interface provided by BIXS or the Platform Partners, except as may be provided by a subsequent mutual, written agreement with BIXSco Inc.

14.6 The Participant shall not access or attempt to access any of the Services, or collect or aggregate information, data or metadata from the Services through any automated means, including the use of scripts, web crawlers, or any other method.

14.7 The Participant will not engage in any activity that interferes with or disrupts the Services.

14.8 The Participant will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

14.9 You agree that you are solely responsible for (and that BIXS 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 BIXS may suffer) of any such breach.

14.10 The Services provided to you and your account with BIXS 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.

14.11 Participants are prohibited from transferring accounts to another party. BIXS Program Administrators may cancel Participant accounts and terminate the Participant's access to the Services for such activity.

14.12 Participants are solely responsible for maintaining copies and back-ups of any information entered in BIXS. Participants acknowledge that BIXS is not, nor is it intended to be, the sole method Participants use to record and maintain Individual Animal Information.

## **15. Passwords and account security**

15.1 Participants are responsible for maintaining the confidentiality of passwords associated with any account Participants use to access the Services.

15.2 The Participant agrees to be solely responsible to BIXS for all activities that occur under the Participant's account.

15.3 If the Participant becomes aware of any unauthorized use of the Participant's password or account, the Participant agrees to notify BIXS immediately at [support@bixsco.com](mailto:support@bixsco.com).

## **16. Privacy and your personal information**

16.1 BIXS complies with the personal information and privacy protection laws of Canada and its provinces, as applicable. For information about BIXS' personal information protection practices, please read BIXS's Personal Information Protection Policy.

16.2 By agreeing to these Terms, you acknowledge reading and agreeing to the BIXS Personal Information Protection Policy.

16.3 If there is any contradiction between BIXS' Personal Information Protection Policy and these Terms, then these Terms shall take precedence.

## **17. Quality of Participant Information**

17.1 All Required Information, Optional Information and CBBC Information submitted to BIXS by Participants or Third Party Providers, is the sole responsibility of the Participants or Third Party Providers that provided the information.

17.2 BIXS does not control the information entered into BIXS and, as such, does not guarantee the accuracy, integrity or quality of the Required Information, the Optional Information or the CBBC Information.

17.3 Participants may not modify, sell or distribute information provided in the Services, either in whole or in part, except as may be provided by a subsequent written agreement with BIXS.

17.4 BIXS reserves the right to pre-screen, review, flag, filter, modify, refuse or remove any or all information from any Service.

17.5 The Participant relies upon and uses the Services or information provided in the Services at the Participant's own risk.

17.6 Participants are solely responsible for any information that Participants create, transmit, display, retrieve or download while using the Services and for any damages resulting from the use of Services or information provided or obtained from the Services.

## **18. Proprietary rights**

18.1 You acknowledge and agree that BIXS (or BIXS's licensors) own 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 BIXS and that you shall not disclose such information without BIXS's prior written consent.

18.2 Unless you have agreed otherwise in writing with BIXS, nothing in the Terms gives you a right to use any of BIXS's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

18.3 You hereby grant to BIXS a nonexclusive, nontransferable, royalty-free, worldwide license to use your Individual Animal Information in connection with the Services provided by BIXS to the BIXS Participants and the Program Partners.

18.4 BIXS 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. BIXS further reserves the right to grant other parties access to the Individual Animal Information for the same purposes and on the same condition.

18.5 BIXS retains all intellectual property rights and interests in the Individual Animal Information and Services provided by BIXS, including but not limited to all patents, copyrights, and trademarks.

18.6 Any income BIXS 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 BIXS in the best interest of the Canadian beef industry;
- b) assisting BIXS Participants in understanding and fully utilizing the data provided back through BIXS.

## **19. Ending the Participant Relationship with BIXS**

19.1 If you want to terminate your legal agreement with BIXS, you may do so by

- a) notifying BIXS at any time, in writing and
- b) closing your accounts for all of the Services which you use, where BIXS has made this option available to you.

19.2 BIXS 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);
- b) BIXS is required to do so by law (for example, where the provision of the Services to you is or becomes unlawful);
- c) the Platform Partner with whom BIXS offered the Services to you has terminated its relationship with BIXS or ceased to offer the Services to you;
- d) BIXS is transitioning to no longer providing the Services; or
- d) the provision of the Services to you by BIXS is, in BIXS' opinion, no longer commercially viable.

19.3 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and BIXS have benefited from and been subject to shall be unaffected by this termination of your relationship with BIXS, and the provisions of paragraphs 18, 20, 21 and 22 of these Terms shall continue to apply to such rights, obligations and liabilities indefinitely.

19.4 On termination of your relationship with BIXS:

- a) your Required Information, Optional Information and CBBC Information will remain in the BIXS database;

- b) your Required Information will continue to be shared with other BIXS Participants in accordance with paragraph 6;
- c) your Optional Information and CBBC Information, regardless of sharing option selected, will remain in the BIXS 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 BIXS; and;
- d) your Identification Information will not be used by BIXS except for the purposes to which you have consented to the continued use of this information on termination of your relationship with BIXS.

## **20. Indemnity**

20.1 The Participant indemnifies BIXS and holds BIXS harmless for any breach of these Terms by the Participant or any claim brought against BIXS by a third party resulting from the provision of Services by BIXS to the Participant including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred as a consequence of the Participant's breach or non-observance of these Terms.

## **21. Exclusion of Warranties**

21.1 Nothing in these Terms shall exclude or limit BIXS' 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 limitations permitted by the law governing these Terms will apply and BIXS' liability will be limited to the maximum extent permitted by these Terms or the law governing these Terms, as applicable.

21.2 The Participant expressly understands and agree that the use of the Services is at the Participant's sole risk and that the Services are provided 'as is' and 'as available'.

21.3 In particular, BIXS do not represent or warrant to the Participant that:

- a) the Participant's use of the Services will meet your requirements;
- b) the Participant's use of the Services will be uninterrupted, timely, secure or free from error;
- c) any information obtained by the Participant as a result of the Participant's use of the Services will be accurate or reliable; and
- d) that defects in the operation or functionality of any software provided to the Participant as part of the Services will be corrected.

21.4 Anything downloaded or otherwise obtained through the use of the Services is done at the Participant's own risk and the Participant will be solely responsible for any resulting damages from the use of the Services.

21.5 No advice or information, whether oral or written, obtained by the Participant from BIXS or through or from the Services shall create any warranty not expressly stated in the Terms.

21.6 BIXS 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.

## **22. Limitation of Liability**

22.1 The Participant expressly understands and agrees that BIXS shall not be liable to the Participant for:

- a) any direct, indirect, incidental, special, consequential or exemplary damages, which may be incurred by the Participant, 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 the Participant, including, but not limited to, loss or damage as a result of:

i) any reliance placed by the Participant on the completeness, accuracy or existence of any Required Information or Optional Information, or as a result of any relationship or transaction between the Participant and any BIXS Participant or advertiser whose advertising appears on the Services;

i) any changes which BIXS may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through the Participant's use of the Services;

iii) the Participant's failure to provide BIXS with accurate account information; or

iv) the Participant's failure to keep password or account details secure and confidential.

22.2 The limitations on BIXS' liability to the Participant shall apply whether or not BIXS has been advised of or should have been aware of the possibility of any such losses arising.

### **23. Advertisements**

23.1 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 BIXS, queries made through the BIXS Program Administrator(s) or other information.

23.2 The manner, mode and extent of advertising by BIXS on the Services are subject to change without specific notice to you.

23.3 In consideration for BIXS granting you access to and use of the Services, the Participant agrees that BIXS may place such advertising on the Services.

### **24. Other content**

24.1 The Services may include hyperlinks to other web sites or content or resources. BIXS may have no control over any web sites or resources which are provided by companies or persons other than BIXS.

24.2 The Participant acknowledges and agrees that BIXS 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.

24.3 The Participant agrees and acknowledges that the BIXS 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.

24.4 The Participant acknowledges and agrees that BIXS is not liable for any loss or damage which may be incurred as a result of the availability of those external sites or resources, or as a result of any reliance placed by the Participant on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

### **25. Changes to the Terms**

25.1 BIXS may make changes to the Terms from time to time. When these changes are made, BIXS will make a new copy of the Terms available at / on the BIXS website or portal.

25.2 The Participant understands and agrees that by using the Services after the date on which the Terms have changed, such use will be construed as acceptance of the new Terms by the Participant.

## **26. General legal terms**

26.1 The Terms constitute the whole legal agreement between the Participant and BIXS and governs the Participant's use of the Services and completely replaces any prior agreements between the Participant and BIXS in relation to the Services.

26.2 The Participant agrees that BIXS may provide the Participant with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

26.3 The Participant agree that if BIXS does not exercise or enforce any legal right or remedy which is contained in the Terms (or which BIXS has the benefit of under any applicable law), this will not be taken to be a formal waiver of BIXS's rights and that those rights or remedies will still be available to BIXS.

26.4 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.

26.5 Headings are included in these Terms for convenience only and shall not affect the construction or interpretation of these Terms.

26.6 The Terms, and the Participant's relationship with BIXS under the Terms, shall be governed by the laws of the Province of Alberta without regard to its conflict of laws provisions. You and BIXS 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 BIXS shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **27. Notices**

27.1 Any notice to be given by either party to the other may be sent by email, fax or recorded delivery to:

a) BIXSco Inc.  
2<sup>nd</sup> Floor, 10607 82 Street, Edmonton, AB T6A 3N2  
1 (866) 456-2207  
[admin@bixsco.com](mailto:admin@bixsco.com)

c) to the Participant at the last known address, fax or e-mail provided to BIXS.

27.2 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 calendar 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.

## **28. Comments or Questions**

28.1 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 BIXS is handling personal information, please contact us at [admin@bixsco.com](mailto:admin@bixsco.com).