

GENERAL TERMS OF USE

TERMS

The Let's Talk Co-op[®] website (the "Website") is the property of Federated Co-operatives Limited (FCL). All rights are reserved.

By accessing this Website, you are agreeing to comply with and be bound by the following terms of use (the "Terms of Use") and all applicable laws and regulations. If you do not agree with any of the Terms of Use, do not use this Website. Any claim related to this Website shall be governed by the Laws of the Province of Saskatchewan. You consent and submit to the jurisdiction of the Courts of the Province of Saskatchewan.

USE OF PASSWORD

If you set up an account on the Website, you are solely responsible for maintaining the confidentiality of your user id and password. Any password, user id, or Website access rights given to you are not transferable.

USE OF THE WEBSITE BY YOU

The Website is intended for your personal use only. Your right to use or gain access to the Website is not transferable.

You agree to not use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner of such rights.

By posting messages on the Website, you agree to publish those messages on this Website and that FCL may use them for FCL's internal market research purposes. By uploading data asked for in our surveys, you agree to FCL using them for internal market research purposes. In addition, please be aware that information and content (including photographs) you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post.

The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary.

WEBSITE PRIVACY AND DATA USE POLICY

For information regarding use of personal information you supply or communicate via the Website, please see our Website Privacy and Data Use Policy.

USE OF WEBSITE BY FCL

FCL provides the content on this Website solely for information and the education of, and communication to, its Let's Talk Co-op[®] panel members and the general public. Reasonable efforts have been made to ensure the accuracy of the content on this Website. Changes to content may be made at any time without prior notice.

TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE

FCL has the right, in its sole discretion and at any time, to terminate or suspend your access to the Website, or may prevent your use of this Website, with or without notice to you. You agree that you do not have any rights in this Website and that FCL will not have any liability to you if this Website is discontinued or your ability to access it is terminated.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless FCL, its subsidiaries, and member retail co-operatives (collectively the "Affiliated Parties"), as well as the employees, directors, and agents of FCL and its Affiliated Parties, from any liability, loss, claim and expense, including costs on a solicitor client basis, which may arise from your use of this Website or your violation of this Agreement.

DISCLAIMER

The content on the Website and access to the Website is provided "as is", without warranty, representation, or condition of any kind. The Website may contain viruses, errors, problems or other limitations. FCL disclaims all warranties, representations, and conditions, including but not limited to all warranties, representations or conditions of merchantability, fitness for a particular purpose, non-infringement of intellectual property or other violation of rights, whether express or implied. Further FCL does not warrant or make any representations concerning the accuracy, likely results, or reliability of the content on the Website. FCL and its Affiliated Parties have no liability whatsoever for any user's use of the Website, including but not limited to viruses, unauthorized use or reproduction of any part of this Website. FCL is not responsible for any direct, indirect, special, incidental or consequential damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the Website or in reliance on the information available on the Website, including any loss of use, lost data, lost business profits, business interruption, personal injury or any other pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action. The limitations set forth above are a fundamental element of the Agreement between you and FCL, and the Website and access to the Website would not be provided without such limitations.

TRADE-MARKS AND COPYRIGHT

All trade-marks, logos, and brand names (trade-marks) displayed on this Website are the registered and unregistered trade-marks of FCL, or are under license to FCL. Nothing contained on this Website should be construed as granting, by implication or otherwise, any license or right to use any trade-marks displayed on this website without the prior written permission of FCL. Any unauthorized downloading, retransmission or other copying or modification of trade-marks and/or the contents herein may be a violation of federal or common law, trade-mark and/or copyright laws and could subject the copier to legal action.

Corporate Identification and Trade-marks

The CO-OP® logo is used by FCL and most retail co-operatives.

CO-OP® logo is a registered trade-mark of TMC Distributing Ltd.

LET'S TALK CO-OP® is a registered trade-mark of Federated Co-operatives Limited