

TERMS OF USE

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1. INTRODUCTION AND ACCEPTANCE

Welcome to www.localline.ca (the “**Website**”). The Website is owned and operated by Local Line Inc. (“**Local Line**”, “**our**”, “**us**” or “**we**”). These terms of use (the “**Terms of Use**”) contain the legal terms and conditions that govern your use of this Website, all other sites owned and operated by Local Line that redirect to this Website, and all subdomains of this Website (collectively, the “**Websites**”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE, AS THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU.

BY USING THE WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, FULLY UNDERSTAND, AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE IN FULL, THEN YOU MUST DISCONTINUE ACCESSING AND/OR USING THE WEBSITE.

Local Line reserves the right to modify, supplement or amend the Terms of Use at any time and from time to time and in our sole discretion and for any reason, and each such modification shall be effective upon posting on the Website. If we do this, we will post the changes to the Terms of Use to the Website and indicate the date that these Terms of Use were last revised. In addition, if you have provided us with contact information, where required by law or at our discretion, we will provide you notice of the changes. Your continued use of the Website following any such modification constitutes your agreement to be bound by and your full acceptance of the Terms of Use as so modified. It is therefore important that you review the Terms of Use regularly. If you do not agree to be bound by such modified Terms of Use, you must discontinue accessing and/or using the Website immediately.

2. DEFINITIONS:

“**User**” means an individual or business that has registered on the Website and has agreed to be bound by the Terms of Use and any additional terms, conditions, rules, policies or agreements that are applicable to the use of such Local Line features or services.

“**Supplier**” means a business that has registered on the Website primarily to sell products or services to Consumers.

“**Food Hub**” means a business that has registered on the Website primarily to source products and sell products or services to their customers.

“**Customer**” means individual or entity that has registered on the Website primarily to purchase products from Suppliers.

“**Market**” means a farmers market or similar business that uses the “Food Markets” feature on the Website to, among other things, host vendors who sell products or services.

3. OWNERSHIP

The Website, its design, all text, graphics, content, video, audio and the selection and arrangement of the Website are the property of Local Line, and/or its various subsidiaries, affiliates, third party providers

and distributors (collectively, “**Third Parties**”), and are protected under the copyright laws of Canada and other countries. None of the content found on the Website may be reproduced, republished, distributed, displayed, sold, transferred, posted, stored, downloaded, broadcast, transmitted, altered or modified without the express written permission of Local Line or the applicable Third Parties.

The Website, and all other related trademarks and design marks displayed on the Website (collectively, the “**Trademarks**”) are registered and common law trademarks of Local Line. Other trademarks and design marks appearing on this website are trademarks of their respective owners. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with the express written permission of Local Line or the other party that may own the applicable trademarks.

4. COPYRIGHT

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, and including the “look and feel” of the Website is the property of Local Line or its content suppliers and protected by Canadian and international copyright laws. The compilation of all content on this website is the exclusive property of Local Line and protected by Canadian and international copyright laws. All software used on the Website is the property of the Local Line or its software suppliers and protected by Canadian and international copyright laws. Nothing in these Terms of Use shall be construed as conferring to You any license or intellectual property right unless expressly stated otherwise. Any use of any intellectual property without the express of the owner is strictly prohibited.

5. USE OF WEBSITE

You may use the Website only if you have reached the age of majority where you live and/or you can form legally binding contracts under applicable law. You may not use the Website if you live in a jurisdiction where access to or use of the Website or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Website is lawful, and you must comply with all applicable laws.

Local Line grants you a personal, non-exclusive, royalty-free, revocable, non-transferable, limited right to access and use the Website in accordance with the Terms of Use.

You agree that you will not use the Website to: (i) misappropriate the intellectual property rights of Local Line or its licensors; (ii) attempt to deface, modify or manipulate any of the Website or employ any tactic to defeat or evade any security feature employed by the Website; (iii) misappropriate the identity of, or obtain any personal information about any other User of the Website, or any customer, vendor, supplier or employee of Local Line; and/or (iv) modify, erase or damage any information contained on the Website or any computer hardware or information storage device owned or used by Local Line. As an additional term and condition of use of the Website, you agree not to use any process, research method or tactic to recreate or replicate the features, functions or design of the Website through reverse engineering. Doing so is in strict violation of the Terms of Use.

You are prohibited from contributing, posting or transmitting to this website any infringing, unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane content or any content that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Local Line reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

Subject to these Terms of Use, you may use the Website either as a **"Visitor"** (which means you are just browsing the Website and are not accessing features or services that require you to have an account registered with Local Line) or as a User. In either case, you are bound by all the terms applicable to Your use of the Website.

Any attempt to obtain unauthorized access to any portions of this Website that you are not authorized by us to access, or to directly or indirectly interfere with, disrupt or damage this Website, the server(s) on which it is hosted, the networks connected to them or any other user's account or access to this Website is strictly prohibited. Violations of system or network security may result in civil or criminal liability.

In Our discretion, in addition to any other rights or remedies available to Us and without any liability whatsoever, We may at any time and without notice terminate or restrict your access to any portion of the Website.

6. MODIFICATION OF THE WEBSITE

Local Line reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Website or any part thereof, with or without notice. Local Line shall not be liable to you or to any third party for any such modification, suspension or discontinuance of such Website. Local Line may establish general practices and limits concerning use of the Website.

7. USER NAME AND PASSWORD

If you are a User, your account may be accessed only by use of your login name and password. You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized representative of Local Line. Local Line recommends that you choose a password that is unique to you and cannot be easily guessed by others. You should change your password on a regular basis, and you must log out at the end of each session.

All login names and passwords remain the property of Local Line, and may be cancelled or suspended at any time by Local Line without any notice or liability to you or any other person. Local Line is not under any obligation to verify the actual identity or authority of the user of any login name or password.

You must immediately notify Local Line of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised. Use of your login and/or password by any person that is not you is expressly prohibited and should this occur for any reason whatsoever you are wholly and fully responsible for all activities of such person, including any omissions by such person, when so logged-in or accessing password protected portions of the Website. You agree to indemnify Local Line for any such activities by any such person.

8. PRICING

For Customers: There is no service fee to use Local Line. Unless otherwise stated on the Website, all prices quoted for products are payable in the currency of their country of sale and do not include shipping charges or any applicable duty charges or taxes. Shipping charges may be added to your order during the checkout process by the Supplier. Tax and duty charges, if any, are based on applicable tax rates based on the delivery address associated with your order. If you have questions about the sales taxes or shipping charges on your order, contact your Supplier directly.

For Suppliers: Suppliers are billed a monthly subscription fee for access to the Website. Subscription prices depend on variables such as products, catalogs, and account users. Local Line reserves the right to change this pricing for any reason at any time, effective upon Local Line providing you with notice of the change in your subscription fee. If you currently belong to a pricing plan your pricing plan will be honoured without change until the end of the calendar year. Unless otherwise stated on the Website, all subscription prices quoted are payable in Canadian Dollars. Applicable taxes are not included in the monthly subscription packages and will be added at purchase. If you have questions about the prices or taxes on your subscription please contact Local Line at info@localline.ca.

For Hubs: Hubs are billed a monthly subscription fee for access to the Website. Subscription prices depend on variables such as products, catalogs, and account users. Local Line reserves the right to change this pricing for any reason at any time, effective upon Local Line providing you with notice of the change in your subscription fee. If you currently belong to a pricing plan your pricing plan will be honoured without change until the end of the calendar year. Unless otherwise stated on the Website, all prices quoted are payable in Canadian Dollars. Applicable taxes are not included in the monthly subscription packages and will be added at purchase. If you have questions about the prices or taxes on your subscription please contact Local Line info@localline.ca.

For Markets: Markets are billed a monthly subscription fee for access to the Website. Subscription prices depend on variables such as products, catalogs, and account users. Local Line reserves the right to change this pricing for any reason at any time, effective upon Local Line providing you with notice of the change in your subscription fee. If you currently belong to a pricing plan your pricing plan will be honoured without change until the end of the calendar year. Unless otherwise stated on the Website, all prices quoted are payable in Canadian Dollars. Applicable taxes are not included in the monthly subscription packages and will be added at purchase. If you have questions about the prices or taxes on your subscription please contact Local Line info@localline.ca.

Although great care is taken in the production of the Website, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time. With respect to product or service sold by Local Line, we cannot confirm the price of an item until you order; however, we do NOT charge your Payment Method (as defined below) until after your order has entered the shipping process. If the price of any product you order was incorrectly displayed on the Website, we will provide you with an opportunity to place an order at the correct price.

9. PURCHASE TERMS OF USE

Your order is subject to acceptance or cancellation by your Supplier, Hub or Market. Your order will be deemed to be submitted only at the point when Local Line sends an order placement confirmation e-mail to the e-mail address you provided. Each accepted order will be interpreted as a single agreement between you, your Supplier, Hub, or Market, and Us, independent of any other orders. All orders are subject to availability and are cancellable by your Supplier or Hub. Orders are cancellable by you prior to any specified order cut off time. Once an order cut off time has passed, orders are non-cancellable by you.

Advertisements on the Website are invitations to you to make offers to purchase products and services on the Website and are not offers to sell. Your properly completed and delivered order form constitutes your offer to purchase the products or services referenced in your order. Your order will be deemed to be accepted only if and when We send a shipping notice e-mail to your e-mail address. That shipping notice e-mail constitutes Our acceptance of your order and forms a legally binding contract with Local Line. The total price of your order will be charged to your Payment Method when Our shipping notice e-mail has been sent to your e-mail address.

Suppliers, Hubs, and Markets reserve the right to limit quantities, reject, correct, cancel or refuse orders. Local Line reserves the right to terminate User accounts, in its discretion, including, without limitation, if

Local Line believes that customer conduct violates applicable law or is otherwise harmful to the interests of Local Line or any other party.

Distribution and delivery of products lies as a sole responsibility of the Supplier, Hub, or Market. Local Line will not be responsible for any delays in delivery or for failure to deliver the products.

In order to protect you and Local Line from fraudulent transactions, Local Line may provide your transaction-related information to a reputable third party organization to perform address verification. This address verification is intended to ensure that the "bill to" address that you provide matches your Payment Method address.

10. PAYMENT

Subscriptions may be paid for by providing a valid credit card or such other payment methods that We may accept from time to time (a "**Payment Method**"). Confirmation of an order will be sent to the e-mail address associated with your order and/or account. Payments are processed by Our third party billing and payment processing provider. By submitting an order to Us, You authorize Local Line to charge the designated Payment Method for the total amount of the purchase. When You provide Us with Your information about Your Payment Method, that information, potentially along with other personal information about You, will be shared with the payment processing provider for the purposes of processing Your payments. You hereby consent to Our disclosure of Your information (including, but not limited to, personal information) to the payment processing provider for the foregoing purposes. You further acknowledge and agree that the payment processing provider may also collect information about You and the collection and use of such information will be subject to the terms of any policies put in place by such payment processing provider, which may be made available to You during the payment information registration process. You acknowledge and agree that Local Line shall have no liability to You in connection with the use and disclosure of Your personal information when collected by the payment processing provider. Your Payment Method on file must be kept current and valid. We are not obligated to provide You with the services or to complete Your transaction in the event that Your payment information is incorrect.

11. ACCURACY OF INFORMATION

We rely on the information you provide through the Website, including registration information (name and e-mail address), payment information (credit card numbers and expiration dates), and transaction-related information, which must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, We or any other party may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within 30 days of any change.

12. INDEMNIFICATION

You agree to indemnify and save harmless Local Line and its respective officers, directors, employees, from and against any and all claims, demands, expenses (including, but not limited to, reasonable legal fees, accounting and other professional fees), damages, causes of action, obligations, liabilities, losses and costs or debt arising out of, or asserted in connection with: (i) Your use of the Website; (ii) Your violation of these Terms of Use; or (iii) Your violation of applicable laws or the rights of any other person or entity.

13. DISCLAIMER

Except as explicitly provided in these Terms of Use as amended from time to time, Local Line makes no representations or warranties of any kind, express or implied, regarding the Website and/or any content, products or services provided on the Website, all of which are provided on

an “as is” and “as available” basis. Local Line does not warrant the accuracy, completeness, currency, reliability or suitability of the operation of the Website, or any of the content or data found on the Website, and expressly disclaim all warranties and conditions in respect of the Website, its content or data, and any products or services offered for sale on the Website, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

While products provided on the Website or sold by Suppliers, Hubs, or Markets are purchased from reputable suppliers, due to the perishable nature of the products provided on the Website or sold by Local Line, Local Line cannot and does not represent, warrant or guarantee the quality, integrity, size and/or freshness of such products. As well, Local Line cannot and does not represent, warrant or guarantee that products sold by Local Line will conform to the standards of any designation or labeling, such as “organic”, “fair trade”, “GMO free” or the like. Any warranty or quality claims are that of Our Suppliers.

Local Line assumes no responsibility, and will not be liable for, any damages resulting from any loss, illness, personal injury or death resulting from products purchased or sold through the Website and Local Line.

Local Line is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

Local Line assumes no responsibility, and will not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any materials, data, text, images, video or audio from the Website.

14. LIMITATION OF LIABILITY

If Local Line should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of the Website or its content, or any of the products or services offered on the Website, the liability of Local Line will in no event exceed in the aggregate the subscription price paid by you under these Terms of Use.

Local Line shall not be liable for your interactions with any Users, organizations or individuals found on the Website or through the services offered by Local Line. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings. All dealings between you and such organizations or individuals are solely between you and such organizations or individuals and we are not a party to such dealings. You agree that Local Line will not in any event be liable for any damage or loss of any kind incurred as a result of any dealings. Local Line is under no obligation to become involved in disputes between you and any other participants or Users on the Website, or between you and any other participants or users and any third party. In the event of a dispute, by agreeing to these Terms of Use, you agree to release us, our officers, employees, agents and successors from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the Website and the services offered by Local Line.

In no event will Local Line be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not

limited to economic loss, lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any products or services provided on the Website or otherwise sold by Local Line, any use of the Website or its content, the operation of the Website or any failure or delay in the operation of the Website (including, but not limited to, the inability to use any component of the Website for purchases), or any of the products or services offered on the Website, even if advised of the possibility of damages.

15. SURVIVAL

The provisions above that follow the heading "Limitation of Liability" will survive the termination of your access to the Website.

16. THIRD PARTY WEBSITES AND LINKS

The Website may contain links to other Websites or webpages, or social networking sites or accounts. We do not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such other websites or webpages, or social networking sites or accounts, and when you access such other websites or webpages, or social networking sites or accounts, you are doing so at your own risk. In providing links to the other websites or webpages, or social networking sites or accounts, Local Line is in no way acting as a publisher or disseminator of the material contained on those other websites or webpages, or social networking sites or accounts, and does not seek to monitor or control such other websites or webpages, or social networking sites or accounts. A link to another website or webpage, or social networking site or account, should not be construed to mean that Local Line is affiliated or associated with same. WE DO NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPER-LINKS TO OR CONTENT FOUND ON, OTHER WEBSITES OR WEBPAGES, OR SOCIAL NETWORKING SITES OR ACCOUNTS. The mention of another party or its product or service on this Website should not be construed as an endorsement of that party or its product or service.

17. LEGAL COMPLIANCE

Note that all of the Terms of Use herein are subject to the laws of the place where you live, and some of them might not be binding on you under those laws.

You agree to comply with all applicable laws, rules and regulations regarding your use of the Website. Local Line reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate, including, but not limited to, termination any account that you may have as a User, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge and agree that Local Line may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting you in this regard.

18. SUBMISSION OF IDEAS OR SUGGESTIONS

At Local Line, We are always looking to improve the Website, Our products and Our services. If you have ideas or suggestions, Local Line would like to hear them; however, any submission will be subject to these Terms of Use. Local Line does not, however, desire that you send post or upload any information that is confidential or proprietary to you or to any other person or company. By submitting comments, messages, suggestions, ideas, concepts or other information (collectively, "**Submissions**") to Local Line, you thereby and hereby: (a) represent and warrant that none of the Submissions are confidential or proprietary to you or to any other party; (b) represent and warrant that none of the Submissions breach any agreement to which you are a party; and (c) grant Local Line an exclusive fully

paid-up, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, worldwide right and license to the right to use, share and commercialize your Submissions in any way and for any purpose. You also grant the Local Line the right to use the name you submit with the Submission, if any, in connection with Local Line's rights set out in this section. You also waive, in favour of Local Line and its successors and assigns, any and all of your moral rights in and to all Submissions. Furthermore, you agree that Local Line is not responsible for the confidentiality of any Submissions. These rights survive this agreement.

19. ANONYMIZED USER DATA

In using the services offered by Local Line, you hereby grant Us full rights to anonymize your data and information so that it does not identify you as a User, identify specific transactions carried out by you, or contain any other confidential user information ("**Anonymous Data**"). You agree that We: (i) have full ownership over Anonymous Data; (ii) have full license to create derivative works and extract information from Anonymous Data; (iii) have full license to combine Anonymous Data (hereafter "**Aggregate Data**"); (iv) have the right to use the Aggregate Data on an Aggregate Basis only in the furtherance of Our business; and (v) may disclose, sell and publish Aggregate Data on an Aggregate Basis to any party through any means. "**Aggregate Basis**" refers to the combination of parts of information collected or processed from the User, not containing the User's name, with other information from any or all other Users of the services provided by Local Line.

We are prohibited from disclosing User personal information other than on an Aggregate Basis except in accordance with the Privacy Policy or with your express consent.

20. AMENDMENTS

We reserve the right, in Our discretion, to amend these Terms of Use at any time by posting amendments on the Website. You are responsible for periodically reviewing the amendments on this Website and you are deemed to be aware of such amendments. If you do not agree to the amended terms and conditions, you shall immediately stop using the Website. Access to the Website or use of the Website after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions of the Terms of Use. No supplement, modification or amendment to the Terms of Use shall be binding on Local Line unless executed by Us in writing.

21. GENERAL TERMS

The Terms of Use shall be treated as though it were executed and performed in Ontario, Canada and shall be governed by and construed in accordance with the laws of Ontario, Canada without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

The Terms of Use will be severable. Should any part of the Terms of Use be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Certain parts of the Terms of Use will survive even if this agreement is terminated.

The Terms of Use, and any rights or licenses granted or waived herein, may not be transferred or assigned by you. The Terms of Use and the rights, benefits and obligations contained herein are fully assignable by Local Line and will be binding upon and inure to the benefit of our successors and assigns.

To the extent that any content in the Website conflicts or is inconsistent with the Terms of Use, the Terms of Use shall take precedence.

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

Our failure to enforce any provision of the Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of Local Line under the Terms of Use shall survive the termination of the Terms of Use.

The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms of Use.

22. ENTIRE AGREEMENT

The Terms of Use, together with those incorporated or referred to in the Terms of Use, constitute the entire agreement between you and Local Line pertaining to the subject matter of these Terms of Use, and supersede any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding the subject matter of the Terms of Use, and may not be amended or modified except by Local Line as set out above. There are no representations, warranties or other agreements between you and Local Line, express or implied, in connection with the subject matter of the Terms of Use, except as specifically set out in the Terms of Use or in those incorporated or referred to in the Terms of Use. No party has been induced to enter into the Terms of Use, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included in the Terms of Use or in those incorporated or referred to in the Terms of Use.

23. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

24. ONLINE PRIVACY STATEMENT

You have read Local Line's Privacy Policy, the terms of which appear on localline.ca and are incorporated into these Terms of Use, and you agree that the terms of that policy are reasonable. You consent to the collection, use and disclosure of your personal information by Local Line in accordance with the terms of and for the purposes set out in the Local Line's Privacy Policy.

25. HOW TO CONTACT US

The legal business name of Local Line is Local Line Inc. Any questions about these Terms of Use should be directed to: info@localline.ca.