

**RUSSELL A. FARROW LIMITED**  
**TERMS AND CONDITIONS OF USE**

**I. Acknowledgement and Acceptance of Terms and Conditions of Use**

A. These Terms and Conditions of Use are a legal agreement (“Agreement”) between you, together with any entity you are representing, if any (jointly and severally, the “User”), and Russell A. Farrow Limited, Russell A. Farrow (U.S.), Inc. and Cortez Customhouse Brokerage Company, together with their affiliates and related companies and entities (collectively “Farrow”). This Agreement governs the access to and use of all functions for which User registers on, and which are provided by or through, the Farrow Website and the Farrow online resources (collectively, the “Solutions”), including, without limitation, the facilities, equipment, and software, and the Farrow Website hosting the Solutions. If you do not agree to or understand the terms of this Agreement, do not use or access the Solutions.

B. The access to the Solutions is offered to User conditional upon User’s acceptance without modification of this Agreement and other terms and conditions required for any specific Solutions and the payment of required fees, if any. Acceptance occurs upon registration or other activity providing for acceptance and automatically applies to every access. User acknowledges that, from time to time, it may be necessary for Farrow to update or revise certain provisions of this Agreement effective as of the date of posting on Farrow’s Website. User agrees that Farrow may change the terms of the Agreement in its sole discretion without specific notice to User, but Farrow agrees to have the updated terms posted on Farrow’s Website within reasonable time. If User does not agree to the changes proposed or posted by Farrow, or to any terms in this Agreement, User’s sole and exclusive remedy is to cancel User’s account and receive a pro-rata return of fees based on any unexpired portion of limited time subscription. Otherwise there will be no refunds.

**II. General**

A. The Solutions are Internet-based applications owned or licensed by Farrow and are provided through the Farrow Website. The purpose of the Solutions is to permit registered clients of Farrow to view information related to some of the electronically stored records related to the client’s business relationship with Farrow, to correct records, to supplement records, to complete forms, and to generally assist Farrow in providing its services to its clients (“Services”). All other Farrow terms and conditions related to Services continue to apply to Services requested or assisted by use of the Solutions and are available on the Farrow Website and/or on written request to Farrow at the address provided below.

B. Farrow may in its sole discretion change, modify, suspend, make improvements to or discontinue any aspect of the Solutions, temporarily or permanently, at any time and without notice to User. Under no circumstance will Farrow be liable for any such change, modification, suspension, improvement or discontinuance. Without limiting the foregoing, and notwithstanding anything contained in this Agreement, Farrow has the right to change fees from time to time or to institute additional fees relating to Solutions.

C. The Solutions may contain inaccuracies or typographical errors. Farrow makes no representations about the accuracy, reliability, completeness, or timeliness of Solutions or any content thereon. Information and data may be used in filings with government agencies. User shall take great care in posting information and data. User is responsible for the accuracy and completeness of information or data posted by User and Farrow may rely on it without checking for errors. A purpose of the Solutions is to give users the opportunity to have more control of and facilitate prompt filing. The use of the Farrow Website is at User's own risk. Changes are periodically made to the Farrow Website and may be made at any time.

### **III. Registration and Fees**

A. User must: (a) provide true, accurate, current and complete information on the Solutions' registration form; and (b) maintain and promptly update the registration data as necessary. If Farrow has reasonable grounds to suspect that User's information is untrue, inaccurate, not current or incomplete, Farrow may suspend or terminate that User's account and prohibit any and all current or future use of the Solutions (or any portion thereof) by that User.

B. The individual completing the registration of the client with Farrow and thereby accepting this Agreement represents and warrants that: (i) he or she is eighteen (18) years of age or older and has the right, implied, actual or apparent authority, and capacity to enter into and comply with this Agreement for the User; and (ii) the information provided to Farrow during the registration process is accurate, and the individual will promptly notify Farrow if any of that information changes. Farrow may use the information provided during the registration process, in particular email addresses: (a) to communicate about the Farrow Website, including, without limitation, any changes to this Agreement or Farrow Privacy Policy or other policies; (b) providing services for the client; and (c) for all other purposes stated in Farrow's Privacy Policy.

C. Farrow may charge fees for using the Farrow Website in accordance with the fee schedules and payment terms to be provided by Farrow pursuant to postings on the Farrow Website or other means reasonably calculated to provide notice thereof, the terms of which are incorporated by reference herein. User is responsible for paying all applicable fees. Farrow does not owe to User, and User specifically waives and releases Farrow from, any fiduciary duty. Farrow's only obligations are as set forth in this Agreement.

D. User will receive a User name and password upon completing the Solutions' registration process and is wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring thereunder. Farrow cannot and will not be liable for any loss or damage arising hereunder or those arising from any User's failure to: (a) immediately notify Farrow of any unauthorized use of User's password or account or any other breach of security; and (b) ensure that User exits from User's account at the end of each session. Without limiting other disclaimers of liability set out in this Agreement, Farrow cannot and will not be liable for any loss or damage arising from any use of Solutions conducted using the User's name and password and/or User's failure to comply with this Section.

E. User shall:

1. Not use the Solutions, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement;

2. Not use the Solutions in any manner that could damage, disable, overburden, or impair the Solutions or interfere with any other person's use of the Solutions;

3. Not upload, post, or otherwise transmit through the site any viruses or other harmful, disruptive or destructive files; [ntd: the website is referred to in this document as the "Farrow Website", the "Website" and simply the "site" – should be one consistent reference throughout]

4. Not create a false identity;

5. Not use or attempt to use another's account and/or User name, password without authorization from Farrow to access the Solutions;

6. Not access or attempt to access any design content which User is not authorized to access;

7. Not disrupt or interfere with the security of, or otherwise cause harm to, the site, or any Solutions, materials, system resources, accounts, passwords, servers or networks connected to or accessible through the site or any affiliated or linked sites;

8. Not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other website, transfer, or sell any information, software, lists of Users, databases or other lists, or Solutions provided through or obtained from the Solutions other than for internal business use of the User in accordance with this Agreement;

9. Not engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of Users or other information;

10. Not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Solutions;

11. Not post personal information;

12. Not attempt to decipher, decompile, disassemble or reverse engineer any of the software embodied in the Solutions; and

13. Not post any fictitious material whatsoever.

F. User, and not Farrow, is entirely responsible for all content that User uploads, posts, emails or otherwise transmits via the Solutions. User shall not transmit content or otherwise conduct or participate in any activities on the Farrow Website and/or any Solutions which, in the opinion of Farrow's counsel, are prohibited by law in applicable jurisdictions, including laws governing the encryption of software, the export of technology or the permissible uses of intellectual property. The content may be used solely for business, informational and internal purposes related to the relationship between User and Farrow and to the Services. The

rights granted to User constitute a terminable license not subject to assignment or sublicense and is not a transfer of title to the Solutions.

G. Farrow has the right (but not the obligation) in its sole discretion to refuse or delete any content that it reasonably considers to violate the terms of usage or be otherwise illegal or improper. Farrow, in its sole and absolute discretion, may preserve content and may also disclose content if required to do so by law or judicial or governmental mandate or as reasonably determined necessary by Farrow to protect the rights, property or safety of Farrow or its Users.

H. The personal information that Farrow asks you to provide is collected and used by us in accordance with this Agreement, which includes by reference our “Privacy Policy” [click here], and by agreeing to these Terms and Conditions you hereby consent to that collection and use. Without limiting uses permitted by our “Privacy Policy” [click here] or otherwise in accordance with applicable laws, by accepting this Agreement, the User accepts that all information or data input, transmitted to and/or stored within the Solutions may be used by Farrow to directly or indirectly provide Services for the client and may aggregate with information of other clients to assist Farrow in developing, analyzing, and implementing marketing programs. Subject to the conditions of its “Privacy Policy” [**click here**] and legal requirements, Farrow is granted a license and reserves the right to use this data or information for internal purposes as it deems appropriate and without obtaining prior consent from the User. To learn how Farrow protects User information, refer to the Farrow online privacy policy.

#### **IV. Compensation for Solutions**

The User may be required to pay a fee for all or any part of the Solutions for which User has chosen to register. User acknowledges that Farrow reserves the right to change any fees (which includes but is not limited to, increasing prices and charging a fee for upgrades and/or a Solutions for which Farrow does not currently charge a fee) at any time; provided, however, that Farrow gives the User reasonable notice prior to making any fee changes. In addition, Farrow shall also give the User reasonable notice before any modification to the Solutions that could adversely impact the User. The terms of payment are 30 days from the invoice date. If the User finds any change to the Solutions to be unacceptable, the User is free to cancel any part of the Solutions or the User account at any time, but Farrow will not refund any remaining portion of User’s pre-paid fees when User cancels any part of the Solutions or User’s account, unless the cancellation is because the change adversely impacts User or an increase of fees or notice of cancellation is given by User to Farrow within 14 days of receipt of notice of the change.

#### **V. Termination of Access to Solutions**

User’s account access and use of Solutions may be terminated for any reason including, but are not limited to, the following: (a) violation or other breach of this Agreement; (b) abuse of Farrow Website resources or attempt to gain unauthorized entry to the Solutions or the Solutions’ resources; (c) use of Solutions in a manner inconsistent with the intended purpose; (d) a User’s request for such termination; (e) requirement of applicable law, regulation, court or governing agency order; (f) non-compliance with the terms of payment; or (g) unilateral decision of Farrow. Farrow’s termination of any User’s access to the Solutions may be effected without notice and, on such termination, Farrow may immediately deactivate or delete User’s account

and/or bar any further access to such files. However, if the termination is pursuant to (g) and the User is otherwise in compliance with these Terms, Farrow shall continue to provide, at User's request, access solely to copy client's data for a period of 90 days without charge. In all other cases Farrow shall upon User's cure of any defaults and User's request, arrange for access for a limited period after the effective date of the termination of User's access for a fee established by Farrow to permit User to view its information. Farrow shall not be liable to any User or third party for any termination of that User's access or account hereunder.

## **VI. Disclaimers and Limitation of Liability**

A. Disclaimers of Warranty. Each User's use of the Solutions is at his or her sole risk. Each User will be solely responsible for any damage to his or her computer system or loss of data that results from the entry or download of any material or other use. Without limiting the generality of the foregoing, Farrow shall have no responsibility or liability for any damages caused to computer systems, software or electronic files by computer viruses, "worms", "trojan horses" or other items or forces of an intrusive, disruptive or destructive nature. Farrow makes no warranty that: (a) the Solutions will meet the User's requirements; (b) the Solutions and access thereto will be uninterrupted, timely, secure or error-free; (c) the results that may be obtained from the use of the Solutions will be effective, accurate, or reliable; (d) the quality of any products, Solutions, or materials purchased or accessible by the User through the site will meet the User's expectations; and (e) any errors in the software obtained from or used through the site or any defects in the site, its Solutions or materials, will be corrected.

B. Release of Liability. IN CONSIDERATION OF THE PRIVILEGE OF UTILIZING THE FARROW WEBSITE AND THE PROMISES MADE HEREIN, USER RELEASES AND FOREVER DISCHARGES FARROW AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, INSURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES") FROM ALL CLAIMS, CAUSES OF ACTION, COSTS, CHARGES, DAMAGES OR LIABILITIES OF EVERY KIND AND DESCRIPTION WHATSOEVER, WHETHER NOW KNOWN OR WHICH MAY HEREAFTER BECOME KNOWN, INCLUDING, BUT NOT LIMITED TO ALL SUITS, CLAIMS, CAUSES OF ACTIONS AND DAMAGES ACCRUING FROM OR RELATED TO USE-BASED DAMAGES UNDER ANY THEORY OF LIABILITY AVAILABLE TO USER WHATSOEVER. USER FURTHER COVENANTS NOT TO SUE OR AUTHORIZE A SUIT AGAINST THE RELEASED PARTIES WHERE SUCH SUIT, CLAIM OR CAUSE OF ACTION ARISES FROM OR RELATES TO USE-BASED HARMS.

C. Limitations of Damages. Farrow's total cumulative liability for direct damages under this Agreement shall be limited to CAD\$1,000 even if such damages arise out of Farrow's gross negligence or willful misconduct or even if Farrow has been advised of the possibility of such damages. FARROW SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF FARROW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY USER'S USE OR INABILITY TO USE THE SOLUTIONS; UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S

TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOLUTIONS; OR ANY OTHER MATTER RELATING TO THIS AGREEMENT OR ANY SOLUTIONS.

D. Disclaimer of Implied Warranties. USER AGREES THAT ITS ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE, SOLUTIONS AND/OR THE FARROW WEBSITE IS AT USER'S SOLE RISK. SOLUTIONS AND THE FARROW WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND FARROW AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. USER SPECIFICALLY ACKNOWLEDGES THAT USER'S USE OF SOLUTIONS OR THE FARROW WEBSITE IS A CONVENIENCE, AND THAT USER HAS NOT RELIED UPON THE ONGOING OR ERROR-FREE OPERATION, USE OR INFORMATION IN THE FARROW WEBSITE FOR ANY REASON WHATSOEVER. WITHOUT LIMITING THE FOREGOING, FARROW AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATION OR WARRANTY THAT USER'S ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER FARROW NOR ITS CONTRACTORS OR LICENSORS MAKE ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE EXISTENCE OR INTEGRITY OF BACKUPS, IF ANY, OF CONTENT OR MATERIALS STORED ON THE WEBSITE. IT IS USER'S RESPONSIBILITY TO MAINTAIN LOCAL COPIES OF ITS POSTINGS.

E. Legal Limitations of Liability and Warranties. SOME JURISDICTIONS MAY NOT ALLOW FOR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OF DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO USER AND ONLY THOSE LIMITATIONS WHICH ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF USER'S CLAIMS AGAINST RELEASED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USER'S ACCESS TO OR USE OF THE SOLUTIONS EXCEED THE GREATER OF CAN\$100.00 OR FEES PAID FOR USE OF THE SOLUTIONS DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE A CLAIM IS MADE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY AND THE WAIVERS, RELEASES AND COVENANTS MADE HEREIN REPRESENTS A REASONABLE ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

F. Indemnity. User agrees to indemnify and hold Farrow harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of User's breach of this Agreement, including without limitation User's violation of any applicable laws or the rights of a third party.

## **VII. Trademark and Copyright Information**

A. The trademarks and logos (“Marks”) displayed in the Solutions are the property of Farrow. User is not permitted to use the Marks without the prior written consent of Farrow. “TradeSmart” and “TradeSmart Plus” are registered Canadian trademarks of Farrow.

B. The Farrow Website and the materials contained on the Farrow Website (“Contents”) and the collection, arrangement and assembly of the Contents are the exclusive property of Farrow and are protected by international, Canadian and United States copyright laws. Farrow product names mentioned or shown at the Farrow Website are registered trademarks or trademarks of Farrow in Canada, the United States and other countries. Farrow trademarks may not be used in connection with any product or service that is not a Farrow product or service, in any manner that is likely to cause confusion among customers, or in any manner that refers to Farrow in a negative way. Farrow acknowledges the rights of third parties whose trademarks or registered trademarks are referenced at the Farrow Website.

## **VIII. Language**

It is the express wish of the parties that this Agreement and all related documents are in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

## **IX. Law and Jurisdiction**

The Farrow Website is controlled, operated and administered by Farrow from its offices in Ontario, Canada. Unless otherwise expressly agreed to in writing, this Agreement and the Solutions and all disputes or other matters arising out of each shall be governed by the laws of Ontario, Canada, without regard to conflict of law principles, and shall be dealt with solely by a court of competent jurisdiction in Windsor, Canada or such other location as the parties may mutually agree. Farrow makes no representation that the Contents are appropriate or available for use at other locations and access to them from jurisdictions where the Contents are illegal is prohibited. User shall not import, export or use the Contents in violation of any applicable laws. In accessing this Website, User is solely responsible for compliance with all applicable local laws.

## **X. Miscellaneous**

A. Geographical Limitations. Farrow makes no claims that the Farrow Website may be lawfully viewed or accessed outside of the United States or Canada. Access to the Website may not be legal by certain persons or in certain countries. If User accesses this Website from outside of the United States or Canada, User does so at its own risk and is responsible for compliance with the laws of User’s jurisdiction. This Agreement constitutes the entire agreement between Farrow and User concerning the subject matter hereof, and it may only be modified by notice signed by an authorized executive of Farrow and User. If any part of this Agreement is held invalid or unenforceable, that part will be altered and construed to reflect as nearly as possible the parties’ original intent, and the remaining portions will remain in full force and effect. User and Farrow are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. A waiver

by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. User may assign its rights under this Agreement only with the express written permission of Farrow exercising its sole discretion. Farrow may assign its rights under this Agreement without restriction. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

B. Responsibility for Content. User is entirely responsible for the content and data User posts to the Farrow Website. When User posts content to the Farrow Website, User thereby represents and warrants that: (i) the posting does not and will not infringe the proprietary rights, including but not limited to all intellectual property rights, of any third party; (ii) the posting does not contain false, misleading or incomplete address or information; (iii) the posting does not otherwise violate any provision of this Agreement or any applicable law or regulation, including, without limitation, any laws or regulations related to labor and employment; (iv) User will maintain the secrecy of its username and password and that no person other than User or its authorized representative will use the username or password; and (v) access to and use of the Website will be in accordance with this Agreement and with any applicable laws or regulations.

C. Security. User shall not violate or attempt to violate the security of the Farrow Website, including, without limitation, via the following activities: (i) accessing data not intended for User or logging into a server or account which User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Farrow Website, overloading, “flooding”, “spamming”, “mail bombing” or “crashing”; or (iv) forging any TCP/IP packet header or any part of the header information in any email. Violations of system or network security may result in civil or criminal liability.

Communications with Farrow. Except as herein expressly provided, all notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier or telefax or mailed, first class, by registered or certified mail return receipt requested, addressed as follows, and shall be effective when received. All notices and other communications to Farrow required under this Agreement shall be directed to: Chief Privacy Officer, 2001 Huron Church Road, Windsor, Ontario N9C 2L6 CANADA. All notices and other communications required under this Agreement shall be directed to the email address User has provided during this registration process. All comments submitted to Farrow will belong to Farrow, and User agrees to assign, and hereby does assign, to Farrow, to the fullest extent permitted by law, all right, title and interest, including all intellectual property rights, in and to such comments. Farrow will be free to use all comments, all ideas, concepts, methods or techniques embodied in all comments (“Commentary”), for any purpose whatsoever. User shall assign, and hereby does assign all right, title and interest in and to such Commentary to Farrow.