

## TERMS OF USE

Last revised: February 10, 2017

### 1. INTRODUCTION AND ACCEPTANCE

Welcome to [\[www.localline.ca\]](http://www.localline.ca), a website owned and operated by Local Line Inc. ("**Local Line**", "**Our**", "**Us**" or "**We**"). These website terms of use ("**Terms of Use**") contain the legal terms and conditions that govern your use of [\[www.localline.ca\]](http://www.localline.ca), all other sites owned and operated by Local Line that redirect to [\[www.localline.ca\]](http://www.localline.ca) and all subdomains of [\[www.localline.ca\]](http://www.localline.ca) (collectively, the "**Website**").

#### **Definitions:**

User: A business who has registered on Local Line.

Supplier: A business who has registered on Local Line as a Supplier, primarily to sell products or service to their customers.

Hub: A business who has registered on Local Line as a Hub, primarily to source products and sell products or services to their customers.

Distributor: A business who has registered on Local Line as a Distributor, primarily to connect with Suppliers and distribute products to customers.

Buyer: A business who has registered on Local Line as a Buyer, primarily to purchase products or services from their suppliers.

Consumer: An individual who has registered on Local Line as a Consumer, primarily to purchase products from suppliers.

**YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE.**

*By using the Website, you agree, without limitation or qualification, to be bound by these Terms of Use and such other additional or alternative terms, conditions, rules and policies that are displayed, or to which you may be directed in connection with any particular Website or any of the services available on the Website, all as may be modified by Us from time to time in Our sole discretion. **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 the Terms of Use at any time and from time to time and in its sole discretion, and each such modification shall be effective upon posting on the Website. Your continued use of the Website following any such modification constitutes your agreement to be bound by and your 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. USE OF WEBSITE**

You may use this 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 Service.

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 Us) or a "Registered User" (which means you have registered for an account to use certain features or services available from Website and have agreed to be bound by any additional terms, conditions, rules, policies or agreements that are applicable to your use of such features or services).

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.

## **3. 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.

#### 4. USER NAME AND PASSWORD

If you are a Registered 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 not 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 Us for any such activities by any such person.

#### 5. PRICING

**For Buyers:** There is no service fee to use Local Line. Unless otherwise stated on the Website, all prices quoted for products are payable in their country of sale currency 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 or hub. 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 on your order, contact your supplier directly.

**For Consumers:** There is no service fee to use Local Line. Unless otherwise stated on the Website, all prices quoted for products are payable in their country of sale currency 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 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. 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 at [info@localline.ca](mailto: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. 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 at [info@localline.ca](mailto: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 items 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.

## 6. PURCHASE TERMS OF USE

Your order is subject to acceptance or cancellation by your Supplier or Hub. 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 or hub 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 defined order cut off time. Once an order cut off time has passed, orders are non-cancellable by you.

Advertisements on Our 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 and Hubs reserve the right to limit quantities, reject, correct, cancel or refuse orders. Local Line reserves the right to terminate accounts, in its discretion, including, without limitation, if Local Line believes that customer conduct violates applicable law or is harmful to the interests of Local Line or any other party.

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

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.

## 7. 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 ("**Cheque or direct transfer**"). 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 ("**Stripe**"). 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 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 Provider for the foregoing purposes. You further acknowledge and agree that the Payment Provider may also collect from Your information about You and the collection and use of such information will be subject to the terms of any terms of policies put in place by such Payment 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 Provider. Your Payment Method on file must be kept current and valid. We are not obligated to provide you with the Services in the event that your payment information is incorrect.

## 8. LOCAL LINE INTELLECTUAL PROPERTY

The names, images and logos identifying Local Line, all associated companies or third parties and any products and services are proprietary marks of these parties. Nothing in the Terms shall be construed as conferring to you any license or right under any intellectual property right of any of the above parties unless expressly stated otherwise.

All content accessible within Website (e.g., the "look and feel" of the Website, all text, formatting, graphics, designs, animation, images, audio, and other content, as well as any trademarks and service marks) is proprietary to us or other parties who consent to our use of it. The intellectual property on the Site is protected by Canadian and international trade mark and other laws. Any use of any intellectual property without the express of the owner is strictly prohibited

Unless otherwise stated, you may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, commercially exploit, alter, publish, create derivative works from, or modify in any way, any of the Website's material or content or any advertising or sponsorship or permit or assist any third party to do the same.

## **9. 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.

## **10. INDEMNIFICATION**

You agree to indemnify and hold 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), 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; and/or (iii) your violation of the rights of any other person or entity.

## **11. 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 Local Line 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.

## **12. 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 amount paid by you under these Terms of Use for the specific product or service to which the loss or damage relates.

Local Line shall not be liable for your interactions with any Users, organizations or individuals found on the Website or through the Service. 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 We will not in any event be liable for any damage or loss of any kind incurred as a result of any dealings. We are 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 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 Site and the Service.

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.

### 13. **THIRD PARTY WEBSITES AND LINKS**

This 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, We are 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 We are 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.

### 14. **LEGAL COMPLIANCE**

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 Registered 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.

### 15. **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



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.

## 16. ANONYMIZED USER DATA

In using the Services 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. We assert that user information used on an Aggregate Basis will not be used in a manner that discloses any individually identifiable information about the user or any specific transactions in which the user has engaged.

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

## 17. AMENDMENTS

We reserve the right, in Our discretion, to amend this Agreement at any time by posting amendments on this 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 this Website. Access to this Website or use of this Website after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions of this Agreement. No supplement, modification or amendment to this Agreement shall be binding on Us unless executed by Us in writing.

## 18. 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.

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 these Terms will survive even if this agreement is terminated.

These Terms and the rights, benefits and obligations contained herein are fully assignable by Us 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 these Terms.

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.

These Terms of Use, and any rights or licenses granted or waived herein, may not be transferred or assigned by you, but may be assigned by Local Line without restriction.

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

#### **19. ONLINE PRIVACY STATEMENT**

With respect to your privacy, please read our Online Privacy Statement located on [localline.ca](http://localline.ca), carefully since it describes, among other things, how we collect, use, share, transmit, process, transfer, store and secure information obtained when you access and use our Site. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information and you agree to keep it up to date.

#### **20. HOW TO CONTACT US**

Any questions about these Terms of Use should be directed to:

[info@localline.ca](mailto:info@localline.ca)