



TERMS AND CONDITIONS FOR ACCESS TO LCBO GATEWAY

The following terms and conditions govern the use of the Liquor Control Board of Ontario's ("LCBO") web-based LCBO Gateway application (the "**Application**").

In these terms and conditions, "**User**" means: (i) an LCBO employee; or (ii) any representative of an LCBO trading partner (e.g. supplier, agent, etc.) (a "**Trading Partner**") who is authorized by the LCBO to access the Application. By using the Application, the User and the Trading Partner agree to be bound by the following terms and conditions (the "**Agreement**").

1. Only Users who receive an invitation from the LCBO to the User's email address to access the Application will be able to access the Application. Each email address is to be used by a single person. Each User will be granted either read-only or write access to the Application, and where applicable, the type of User access will be granted in accordance with an authorized representative of the applicable Trading Partner's written instructions to the LCBO. If a User is granted write access: (i) the applicable Trading Partner acknowledges and agrees that the User will have the authority to legally bind the Trading Partner; and (ii) the User represents and warrants that the User has the right to bind the Trading Partner. The LCBO will consider all actions taken by a User that is granted write access in the Application to be duly authorized by the applicable Trading Partner, and all such actions will legally bind the applicable Trading Partner. The User shall be bound by all information, applications and instructions submitted to the LCBO through the Application.
2. The LCBO reserves the following rights, each of which it may exercise in its sole discretion at any time: (i) to limit the time period during which access to the Application will be made available; (ii) to modify the manner in which it makes information or services available through the Application; (iii) to modify the manner in which it reports and presents data in the Application; (iv) to modify the type of information or services that it makes available through the Application; (v) to discontinue providing information or services through the Application to the User; and (vi) to cancel this Agreement.
3. Each User will access the Application using: (i) the User's email address; and (ii) multifactor authentication (MFA). Each User shall keep its login credentials for the Application confidential. The User is responsible for the security of its login credentials. The User shall follow such procedures, controls, instructions, and guides as the LCBO may reasonably require (in the absence of any such requirement, Users shall use commercially reasonable controls and procedures) in connection with the Application and for safeguarding the User's login credentials.
4. The User is responsible for: (i) all activities that occur using its login credentials; and (ii) immediately notifying the LCBO of any unauthorized use of its login credentials. The User shall notify the LCBO promptly of any changes in the User's information submitted in connection with creating the User's Application account to ensure that it is kept accurate and complete. Without limiting the foregoing, if applicable, an authorized representative of the applicable Trading Partner shall notify the LCBO via written instructions in the Application when a User ceases to be employed by such Trading Partner or if it wishes to revoke or change a User's access to the Application.
5. The User will have access to all of the information of the applicable Trading Partner that is submitted or is accessible through the Application, or that the LCBO may make available from time to time which may include, without limitation, orders, payments made to the Trading Partner, and other transactions between a Trading Partner and the LCBO. The User will be able to make use of all related Application features for which the User is authorized, which features may include managing orders and viewing invoices and payments.
6. The LCBO's records will, except as otherwise agreed by the LCBO, be conclusive evidence of the information the LCBO receives from the User, and the transactions between the LCBO and the User, resulting from the User's use of the Application.
7. Any information provided by the LCBO on the Application is believed to be accurate and reliable. However, the LCBO does not guarantee that such information is accurate or complete or current or error-free at all times. The LCBO is not responsible for any error in such information, and LCBO reserves the right to correct errors and to change or update information at any time without notice. A User's exclusive remedy against the LCBO for any error in such information is limited to the correction of any erroneous information.
8. USE OF THE APPLICATION IS AT THE USER'S SOLE RISK. THE APPLICATION IS PROVIDED STRICTLY ON AN "AS IS", "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LCBO DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATING TO THE APPLICATION (INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE). LCBO DOES NOT WARRANT, REPRESENT, GUARANTEE OR COVENANT THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES THE LCBO MAKE ANY WARRANTY, REPRESENTATION, GUARANTEE OR COVENANT AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE ON THE APPLICATION. THE LCBO SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE ACCESS TO THE APPLICATION OR INFORMATION OR SERVICES AVAILABLE ON THE APPLICATION FOR ANY

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REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, SYSTEMS FAILURE, INTERNET SLOW-DOWN OR FAILURE, OR TECHNOLOGICAL FAILURE OF THE APPLICATION.

9. THE DOWNLOADING OF MATERIALS FROM THE APPLICATION IS DONE AT THE USER'S OWN RISK. THE LCBO DOES NOT GUARANTEE, COVENANT, REPRESENT OR WARRANT THAT SUCH MATERIALS ARE FREE OF VIRUSES, MALICIOUS CODE, MALWARE OR OTHER HARMFUL COMPONENTS. THE USER IS RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS TO PROTECT ITS COMPUTER SYSTEMS AND DATA AND FOR THE ENTIRE COST OF ANY SERVICE, REPAIRS OR CORRECTIONS NECESSARY AS A RESULT OF THE USE OF THE APPLICATION.
10. IN NO EVENT WILL THE LCBO BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES, OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED BUSINESS OPPORTUNITIES, LOSS OF DATA OR BUSINESS INFORMATION, OR LOSS OF OR DAMAGE TO PROPERTY, OR CLAIMS OF THIRD PARTIES, OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE APPLICATION, EVEN IF THE LCBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
11. The User shall not: (i) access or try to access restricted areas of the LCBO's computer systems; (ii) perform or try to perform functions that are not authorized under this Agreement; or (iii) disrupt, impair or interfere with the LCBO's computer systems. If the LCBO becomes aware or reasonably suspects that the User is doing or attempting to do any of the foregoing, or that the User is otherwise in breach of this Agreement or any applicable law, then the LCBO may take such action as the LCBO considers appropriate, without notice to the User, including suspending the User's access to the Application, cancelling the User's access to the Application and cancelling this Agreement.
12. This Agreement in electronic form are the equivalent of a written paper agreement between the User and the LCBO. The User consents to the exchange of information, documents and notices between the LCBO and the User electronically. Without limitation, the LCBO may provide information, documents and notices to the User to any email address provided by the User or through any applications that the User is authorized to access. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the Province of Ontario and the parties agree to submit any disputes arising in connection with this Agreement or arising out of the User's use of the Application to the jurisdiction of the courts of the Province of Ontario.
13. All obligations of the parties and provisions of this Agreement (including without limitation, obligations of indemnification and provisions with respects to disclaimers and limitations of liability) which expressly or by implication should survive the termination of this Agreement, will survive following the termination of this Agreement. In the event the User ceases its access to and use of the Application, this Agreement continue to apply and be binding upon the User with respect to the User's prior use of the Application.
14. The User shall indemnify, defend and hold the LCBO harmless from and against any claims, liabilities, damages, demands, suits, actions, losses or expenses (including legal fees) (collectively, "**Claims**") arising out of: (i) the User's use of the Application; (ii) any act or omission by the User or its employees or agents that results in loss, damages, interference with or disruption to, the Application or the equipment or facilities of the LCBO, or any unauthorized or prohibited access to computer systems or data; or (iii) the User's breach of this Agreement.
15. The LCBO may modify these terms and conditions of this Agreement at any time. Any change shall be effective immediately upon either a posting of such change on the Application or upon notification of the User through the Application or by email. Any use by the User of the Application following the change to this Agreement shall constitute the User's agreement with any such change.
16. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining provisions shall remain in full force and effect. No waiver of a breach of any provision herein shall constitute a waiver of any other breach of such provision or any other provision. LCBO's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right.