WEBSITE TERMS OF USE AGREEMENT

TO PROTECT YOUR OWN INTERESTS YOU MUST READ AND UNDERSTAND THE FOLLOWING IMPORTANT TERMS BEFORE USING OUR SITE AND BEFORE PURCHASING PRODUCTS FROM OUR SITE. If you are uncertain as to your rights under these Terms or you want any explanation about them please e-mail info@qualitypowder.com.

When you buy products from us under these Terms you have legal rights. The law gives you certain legal rights including that the products are of satisfactory quality, as described, and fit for their purpose. Nothing in these Terms affects these legal rights.

1. INTRODUCTION

1.1. These Terms explain how you may use this Website. You should read these Terms carefully before using this Website. By accessing or using this Website or otherwise indicating your consent, you agree to be bound by the terms and conditions contained in this Terms of Use Agreement and the documents referred to within. If you do not agree with or accept any of these terms, you should cease using this Website immediately.

1.2. If you have any questions about these Terms, please contact info@qualitypowder.com.

1.3. We are registered in the Province of Ontario, Canada. We are regulated by the Laws of the Province of Ontario, Canada.

1.4. These Terms are only available in English. No other languages will apply to these Terms.

1.5. This Website is intended for and directed to persons over the age of 18 years.

1.6. Accessibility: we seek to make this Website as accessible as possible. If you have any problems accessing this Site or the content contained on it, please contact us at info@qualitypowder.com.

2. DEFINITIONS

2.1. “Additional Terms” has the meaning given to it in Clause 5.1

2.2. “Content” means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from this Website.
2.3. “Terms” means the terms and conditions set out in this document and any Additional Terms.

2.4. “Website” means the following website: www.qualitypowder.com

2.5. “We, us or our” means Quality Powder Ltd., company registration number 002005383 and whose registered office is at 135 Pony Drive, Newmarket, Ontario L3Y 7B5 Canada.

2.6. “You or your” means the person accessing or using this Website or its Content.

2.7. Other definitions may be found in the body of these Terms.

3. ACCEPTANCE OF TERMS

3.1. We provide Services (as defined below) to you through this Website and access to and use of this Website and the Services are provided to you subject to your acceptance of and compliance with the Terms.

   By indicating your acceptance below, you acknowledge that you have read, accepted, and agreed to these Terms. If you do not agree to these Terms, you will not be able to use this Website.

   In addition, when using the Services, you will be subject to any posted guidelines or rules applicable to such Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. We reserve the right to change these Terms at any time without prior notice and your continued access or use of this Website or the Services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on May 9, 2016.

   If you do not agree with one or more of these Terms, do not access or use this Website or the Services.

4. DESCRIPTION OF SERVICES

4.1. We are offering information regarding Quality Powder Ltd. and its provision of dry food powder toll blending and repackaging services as well as the sale and storage of certain blended food powder products and ingredients (the “Services”). The provision of the Services is subject to these Terms or other terms you accepted when purchasing the Products or utilizing the Services.

5. PRIVACY POLICY

5.1. Your Credentials, Registration Data and any other information that you provide to us through this Website, as well as certain other information about you, is subject to our Privacy Policy. Your privacy is important to us. For more information, please see our Privacy Policy for details. These
Terms include our Privacy Policy which shall be subject to these Terms in the event of any conflict or inconsistency. The Terms may also be supplemented or replaced by additional terms (“Additional Terms”) relating to specific Content, goods or services made available or supplied by us using this Website. Additional Terms will be made available on relevant pages of this Website and will be accessible by you for your acceptance before you place an order. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of these Terms.

6. USE OF THIS WEBSITE

6.1. We authorize you to view, download and print a single copy of the Content on this Website only in connection with your using the Services. You may not remove any trade-mark, copyright or other proprietary notices from such copy nor modify the material or content in any way. Except as otherwise set out in these Terms, any copying or reproduction of this Website's materials or Content, in whole or in part, for commercial purposes or distribution, re-transmission, republication, modification, reverse engineering, sale or other exploitation of this Website or this Website materials or Content without our prior written permission is strictly prohibited. We reserve the right to take such steps as we deem necessary, including legal action, to restrain such unauthorized and prohibited activity and we reserve the right to suspend or terminate your access to any part of this Website or the Services immediately, without prior notice, at our sole discretion. You are solely and fully responsible for all consequences, however remote, resulting from your use of this Website or the Services.

7. TRADE-MARKS AND COPYRIGHT

7.1. This Website and all intellectual property rights in this Website (including without limitation any Content) are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights (which include without limitation all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.

7.2. Nothing in these terms and conditions grants you any rights in this Website other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any intellectual property notices contained on the Site and in particular in any digital rights or other security technology embedded or contained within any Website Content.

7.3. Quality Powder Ltd., this Website domain and our other trade names or trade-marks used on this Website, and related words and logos including the Quality Powder Ltd. Logo, and other brands featured or displayed on this Website and/or sold by us are our trade-marks or trade-names in Canada and other jurisdictions. We are also the owner in Canada as well as other foreign jurisdictions of additional trade-marks, registered and unregistered. Nothing in these Terms or on this Website will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any such marks or names or any other intellectual property right of ours. The names of other companies, products and services referred to on this Website may be trade-marks or trade-names of their respective owners. Any unauthorized use of our trade-marks or trade-names or of third parties is strictly prohibited.
7.4. The Content including, without limitation, all portions of this Website, content, site design, text, graphics and the selection and arrangement thereof, are protected by copyright. All rights reserved. Title to our Content remains with us and any unauthorized use of such Content is strictly prohibited. We reserve the right to take such steps as we deems necessary, including legal action, to enforce our rights under trade-mark and copyright law.

8. HYPERLINKS

8.1. Any hyperlinks on this Website are provided for your convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. We have no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

9. ACCEPTABLE USE AND RESTRICTIONS

9.1. In addition to complying with these Terms, you agree to use this Website, the Services and Content for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

9.2. Potential users of this Website or the Services, in any jurisdiction of the world whose laws would: (i) void these Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing this Website illegal; are unauthorized to use this Website.

9.3. IP, DEFAMATORY You agree not to use the Services, Content or this Website in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

9.4. You agree not to use the Services, Content or this Website in any manner that brings us or any third party into disrepute or causes us to be liable to any third party.

9.5. You agree not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Site or its Content except as permitted by us under these terms or as expressly provided under applicable law and/or under any Additional Terms.

9.6. You agree not to use this Website to distribute viruses or malware or other similar harmful software code.

9.7. You agree that you are responsible for all costs and expenses you may incur in relation to your use of this Website.

9.8. We reserve the right to prevent or suspend your access to this Website if you do not comply with any part of these terms and conditions or any applicable law.
10. SUBMITTING INFORMATION TO THIS WEBSITE

10.1. This Website is not a secure means of communication and any information you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as “Unwanted Submissions”). While we value your feedback, you agree not to submit any Unwanted Submissions. Any submission (including any Unwanted Submission) made to us is deemed to be our property. By transmitting or posting any submission or other material to us, you agree that, subject to our Privacy and Cookie and Other Technologies Use Policy, we are entitled to use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.

10.2. Where our Website enables you to communicate with us and/or other users of this Website, you may not use this Website to transmit harmful or offensive (e.g., violent, obscene, discriminatory, defamatory or otherwise illegal) communications or material which might otherwise bring us or this Website into disrepute. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on this Website from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any Content posted on this Website nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such information. Our right to use submissions or other material provided by you is non-exclusive, freely transferable and worldwide so you shall be entitled to use your own material yourself subject to applicable law.

11. INDEMNITY

11.1. You will defend, indemnify and hold us harmless from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your use of this Website, its Content, or the Services, User Content or Feedback, or your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, we retain the right to participate in the defense of and settlement negotiations relating to any third party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

12. DISCLAIMERS

You understand and agree that:
12.1. Use of this Website and the Services is at your sole risk. This Website and the Services are provided on an "as is", "as available" basis. Neither us, our parent, subsidiaries, affiliates, nor any of their respective employees, agents, officers, directors or third party service providers (collectively, "Company Parties") make any warranty or condition of any kind, whether express or implied, regarding this Website or the Services and Company Parties specifically disclaim the implied warranties and conditions of merchantable quality, fitness for a particular purpose and non-infringement of third party rights, to the maximum extent permitted by law.

12.2. The Company makes no warranties or conditions regarding the quality, reliability, timeliness or security of the Services or that the Services will be uninterrupted or error-free. Company Parties assume no responsibility or liability for the deletion or failure to store or access, or to store or access properly, email messages and electronic files. You assume the entire risk in downloading or otherwise accessing any data, files or other materials obtained from third parties as part of the Services, even if you have paid for virus protection services.

12.3. The access to Content is done at your own risk. We make reasonable efforts to ensure that this Website is virus-free, but we do not at any time guarantee or warrant that such materials on the Website, the Website or Contents are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect your computer system and data and you are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Website or the Services.

12.4. While we use reasonable efforts to include accurate and up-to-date information on this Website, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on this Website is at your own risk and we may suspend or terminate operation of this Website at any time at our sole discretion. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

12.5. While we make commercially reasonable efforts to ensure that this Website is available, we do not represent, warrant or guarantee in any way the Site’s continued availability at all times or uninterrupted use by you of this Website.

13. LIMITATIONS OF LIABILITY

13.1. You agree that your use of this Website is on an “as available” basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of this Website, including without limitation as to completeness, accuracy and
currency or any Content on this Website, or as to satisfactory quality, or fitness for particular purpose.

**13.2.** To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of any error or inaccuracies in any Content, the unavailability of this Website for whatsoever reason, and any representation or statement made on this Website.

**13.3.** Except for fraud or fraudulent misrepresentation and to the extent permitted by law we will only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of these Terms. Losses are foreseeable where they could be contemplated by you and us at the time these Terms are entered into. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

**13.4.** Under no circumstances shall our aggregate liability to you for any and all claims arising from your use of this Website (including the downloading or use of any Content) exceed to the extent permitted by law the amounts paid by you to us in relation to your use of this Website or its Content; confirm what would be a reasonable limitation of liability.

**13.5.** Notwithstanding any other provision of these terms and conditions, we do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on this Website or for any other statutory rights which are not capable of being excluded.

**13.6.** Any exclusions and limitations of liability in these terms shall be subject to the Additional Terms in respect of matters covered by those Additional Terms and as otherwise required by law.

**13.7.** You acknowledge and agree that these Terms present a fair allocation of risk and liability, and that this Section 13 is an essential part of the bargain between the Parties, a controlling factor in setting any fees or other charges, and an inducement to the Parties to enter into these Terms.

**14. GENERAL**

**14.1.** These Terms, the Privacy Policy and all other notices, policies and statements contained on this Website (all as may be amended by us from time to time without prior notice) constitute the entire agreement between us and you. These Terms cannot be modified except as described herein. Anything in this Website inconsistent with these Terms is superseded by these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such Term or any other Term.

**14.2.** This Website may contain hyperlinks or references to third party websites other than this Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content,
material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party’s website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

14.3. The relationship between us and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms or this Website.

14.4. These Terms and the subject matter of these Terms and all related matters will be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada and the laws of Canada applicable in Ontario, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods or the United States Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Subject to the following paragraph 14.5, you submit to the exclusive jurisdiction of the courts of the Province of Ontario.

14.5. To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the Services, this Website, these Terms or the Privacy Policy, will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. The foregoing does not, however, preclude us from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

14.6. Unless otherwise expressly stated in these Terms, all notices from you to us must be in writing and sent to our contact address at info@qualitypowder.com and all notices from us to you will be displayed on our Website from time to time.

14.7. We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

14.8. If any part of these terms and conditions is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these terms and conditions will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.
14.9. These Terms have been drawn up in the English language at the express request of the parties. The parties acknowledge that they have required that these terms and conditions and all related documents be prepared in English.

15. CONTACT US

15.1. We value your visit to this Website and welcome any questions or comments you might have about this Website, these Terms, or any of the products or services offered by Us. Please refer to the Contact section of this Website for phone, email addresses and other ways to contact us.

[†] I accept and agree to be bound by these Terms with respect to the Services being offered and have read and understand the Privacy Policy.