



EGG FARMERS OF ALBERTA PORTAL USER AGREEMENT

Portal Agreement

Last Updated:

July 12, 2021

As a registered and licensed egg producer or hatcheryperson associated with the Egg Farmers of Alberta (“EFA”), you are authorized to access and use this portal managed by the EFA (the “Portal”) which supports the operations and administration of the EFA. The Portal is a web-based portal that allows EFA to provide important and helpful information to you and allows you to provide to the EFA information regarding your production and marketing of eggs, pullets or hens that is required by regulation or the bylaws and policies of the EFA as well as other information requested by the EFA from time to time.

Your authorization to access and use the Portal is subject to this Agreement. By setting up a log-in account to access and use the Portal, you have acknowledged that you agree to accept the terms and conditions for the use of the Portal set forth below.

Accessing the Portal

To access the portal use either Microsoft Edge or Google Chrome. Go to this website address: <https://portal.eggs.ab.ca>

Sign in with the email/username and password that was provided to you. If it is the first time you are logging in, change your password per the instructions below.

following the password rules above.

1 Acceptance of Terms

1.1 By accessing and using the Portal, you agree that such access and use of the Portal is subject to this Agreement.

2 Acceptable Use

2.1 You agree that the Portal is intended to be used for EFA’s regulatory requirements and activities for the purpose of managing the production and marketing of eggs, pullets or hens under Canada’s supply management system, and for communications and information gathering and sharing regarding Alberta egg farmers, hatcherypersons and other egg industry participants in a responsible, ethical and legal manner.

2.2 This Agreement incorporates by reference the EFA policies regarding the gathering, use and sharing of producer information posted to or available from the Portal, particularly Operating Policy 3.18 Producer Information Sharing Policy. You confirm that you have reviewed, and that you understand and will comply with, those policies as they relate to your access to and use of the Portal.

2.3 The Portal may not, directly or indirectly, be used for any of the following purposes:

- (1) to violate the privacy or rights of other users;
- (2) in breach of copyright law or other intellectual or industrial property rights;
- (3) in any manner or for any purpose which is unlawful;
- (4) in breach of this Agreement;



- (5) in any manner which violates any right of EFA and its Board members, employees or agents, egg producers or any other party involved in the production or marketing of eggs, pullets or hens;
 - (6) for threatening, harassing or unlawfully discriminating against others, including posting any materials to the Portal where permitted that is considered objectionable as determined in the sole discretion of EFA;
 - (7) to attempt to deliberately introduce any damaging computer code or virus or other harmful components in any form or by any means in whole or in part by any process; or
 - (8) to attempt to alter hardware or software configurations at the Portal website.
- 2.4 EFA may remove any materials that it considers, in its sole discretion, may be illegal, may subject it to liability, or which may breach condition 2.3 above.
- 2.5 EFA will cooperate with legal authorities in the investigation of any suspected or alleged offence arising from any use of the Portal. A violation of this condition 2 may result in the restriction, suspension or termination of your access to the Portal.

3 Links

- 3.1 The Portal may provide links to and is linked from websites that EFA does not control. They are provided for your convenience only.
- 3.2 EFA takes no responsibility for the content of or the security of the linked websites.
- 3.3 You agree that EFA is not responsible or liable for any losses or damages that you may suffer or incur due to any actions caused by such websites or your use of such websites. You link to third party websites entirely at your own risk.

4 Security

- 4.1 EFA will reasonably undertake to ensure that the Portal is secure from unauthorized access and to securely maintain your private and confidential information. When EFA receives any information from you through the Portal, it will endeavour to maintain that information's security and confidentiality in accordance with its Operating Policy 3.18 Producer Information Sharing Policy.
- 4.2 Despite clause 4.1, you acknowledge and agree that the Internet is an inherently unsecure public network that gives rise to a potential risk that a user's information may be improperly accessed, viewed, intercepted, shared or modified by third parties or that files or data that you may download from the Portal may contain computer viruses or other defects.
- 4.3 EFA accepts no liability for any interference with, or damage to, your computer system, software or data occurring in connection with the Portal.
- 4.4 You must take appropriate and adequate precautions to ensure that your use of the EFA website and Portal does not introduce viruses or other computer system contamination that may interfere with the Portal or damage the computer system, software or data of any other user of the Portal.
- 4.5 For website security purposes and to ensure that the Portal remains available to all authorized users, EFA employs software programs to identify unauthorised attempts to upload or change information, or otherwise cause damage.

5 Access to the Portal

- 5.1 To access the Portal, EFA will require some personal information, as well as details of your egg producer license and egg farm or your hatchery/person operations as the case may be, in order to set up a user account and specify your username and password. You are responsible to change your password immediately upon access for the first time.



- 5.2 You will not, and will not permit, either directly or indirectly, any person or entity, other than yourself or your authorized representative, to access, view or use the Portal or any data or other information placed on the Portal.
- 5.3 EFA will endeavour to make the Portal available at all times but does not warrant that it will operate continuously or without interruptions or will be error-free. EFA does not accept any liability for its unavailability or for any errors in its operation.
- 5.4 EFA may at any time, without prior notice, vary or discontinue any feature or service of the Portal, the availability of the Portal and the equipment and software required to access the Portal.
- 5.5 EFA reserves the right to restrict, suspend or terminate your access to the Portal, for example to prevent your access to private or confidential information of other producers and hatcherypersons posted or submitted to or available from the Portal.
- 5.6 EFA also reserves the right to restrict, suspend or terminate your access to the Portal if you have not paid any amounts due and owing by you to EFA.

6 Cookies

The EFA website and Portal use cookies to provide the website, Portal and other online services and to help collect data. Cookies allow EFA, among other things, to manage user login and any preferred settings, and analyse how the website, Portal and other online services are performing.

7 Portal Capabilities

The Portal is provided for registered egg producers and hatcherypersons to facilitate their provision to EFA of required information regarding their specific egg, pullet or hen production to enable EFA to properly manage the production and marketing of eggs, pullets and hens in Alberta, and to allow those egg producers and hatcherypersons access to relevant information, analyses and reports regarding their egg, pullet or hen production and that of a more generalized nature regarding aspects of the entire egg industry, up-to-date information regarding egg quota, service charges, on-farm food safety and animal welfare programs and policies, as well as instructional and educational materials, submission and review of survey results, statistical reports, receiving enquiries, providing feedback and other capabilities which may be added to the Portal over time.

8 Log-in Policy

- 8.1 You will not be able to log-in and access the Portal unless you acknowledge and agree to this Agreement.
- 8.2 Sharing log-in information and permitting anyone else access to the Portal is a security risk. You must keep your log-in details secure and should not share those details with anyone else unless you have authorized that person to have access to the Portal on your behalf, in which case you must notify EFA of who that authorized person is.
- 8.3 Your access to the Portal will cease and you must not log-in or use the Portal once you cease being a registered egg producer or hatcheryperson.

9 Using the Portal

- 9.1 When accessing the Portal, you will be provided a username and password. The password must be changed with your first login.
- 9.2 You will not knowingly submit false information to the Portal and will not provide any false information in connection with the use of the Portal.



- 9.3 You are responsible for all activity that occurs in respect of the Portal through your log-in and access to the Portal.
- 9.2 You agree:
- (1) all information you place or maintain on the Portal will be accurate and complete;
 - (2) to keep all of your information submitted and contained within the Portal confidential; and
 - (3) to use the Portal responsibly and in accordance with this Agreement.
- 9.3 EFA uses reasonable endeavours to ensure that all persons requesting access to the Portal are legitimate users and are authorised to access the Portal.
- 9.4 EFA takes no responsibility for the accuracy of information placed on the Portal by its users and does not warrant or otherwise guarantee that information placed on the Portal is accurate, complete, or current.

10 Limitation of EFA Liability

EFA shall not be liable to you or anyone else relating to the use of the Portal, and without limiting the generality of the foregoing, specifically for:

- (1) any breach of security or loss of use of the Portal, loss of information, data, goodwill, or profits, whether or not foreseeable; and
- (2) any losses or damages whatsoever, whether direct or indirect, special, incidental, consequential, or punitive, including but not limited to those resulting from:
 - (a) breach of security or loss of use of the Portal;
 - (b) loss of information, data, or profits, whether or not foreseeable;
 - (c) failure of performance, error, omission, inaccuracies, deletion, defect, deficiency;
 - (d) unauthorized access to or alteration of or use of the Portal or any data contained therein;
 - (e) any theory of liability, including breach of contract or warranty, negligence or other tortious action; or
 - (f) any other claim arising out of or in connection with your use of or access to the Portal.

11 Copyright

The use of EFA materials posted to the Portal are subject to copyright. These materials may not be reproduced in whole or in part for any purpose whatsoever without the prior written permission of the EFA, which permission will not be reasonably refused, except on ethical grounds or to protect and preserve private and confidential information.

12 Privacy and Confidentiality

Your privacy is important to EFA and its policies and the terms and conditions respecting access to and use of the Portal represents EFA's commitment to protect your personal information. Operating Policy 3.18 Producer Information Sharing Policy explains how and why EFA gathers, stores, shares and uses the personal and business data of egg producers and hatcherypersons.

13 General Provisions

- 13.1 Your termination of access to the Portal will not release you from any obligation or liability which accrued prior to such termination.
- 13.2 There are no representations, warranties or agreements, either written or oral, that are binding on you and EFA which are not contained, or referred to, in this Agreement.



- 13.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- 13.4 Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders. The division of this Agreement into separate articles, sections, subsections, paragraphs and subparagraphs, and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 13.5 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, to the extent permitted by applicable law, the validity, legality and enforceability of any remaining provisions (and of such provision under the law of any other jurisdiction) shall not in any way be affected or impaired.

By selecting the “Accept” button and clicking the “Submit” button below, you are representing and warranting that you have read, understand and agree to comply with the terms and co