

USER TERMS AND CONDITIONS

The following *User Terms and Conditions* govern your access to Lallemand Animal Nutrition's REI Dairy application. By accessing or using this application, you acknowledge that you have read and understood these *User Terms and Conditions*, that you agree to comply with and be bound by them and that you authorize the collection, use and transfer of information including personal information to any other entity of the Lallemand Group whether in the European Community or elsewhere in the world but strictly for the purpose as defined below. If you do not agree with these *User Terms and Conditions* or to authorize the collection, use and said transfer of information including personal information, you should not access or use this application.

General

Lallemand Animal Nutrition is a business unit of Lallemand Inc a Canadian company having a place of business at 1620 rue Préfontaine, Montreal, QC H1W 2N8 Canada and its head office at 151 Skyway Ave, Rexdale, Ontario, Canada, M9W 4Z5 and is entitled to all rights on this application. Lallemand may need to update these *User Terms and Conditions* as it adds new features or new functionality to this application. Therefore, Lallemand reserves the right to update or revise these *User Terms and Conditions*, at any time and without prior notice by posting the revised *User Terms and Conditions* on this application.

Collection of personal information, purpose and recipients

Lallemand may also collect personal information when you provide it (e.g. name, address, postal code, city, phone number, e-mail address, image, photograph, video and GPS localization) through the registration or completion of forms or e-mails as part of the services provided by this application. Lallemand may also have access to the data stored on your smart phone or other hardware device in connection with this application to read, modify or delete it.

Your personal information shall be processed for the purposes of: (i) communicating with you as part of the services provided by this application (ii) ensuring that the services we provide are adapted to your specific location and needs or (iii) updating this application.

In no event will your personal information be transferred to third parties. However, as Lallemand is a global organization doing business in many countries, it may transfer your personal information across national borders for the purposes described above. Our headquarters are in Toronto, Ontario province, Canada. Our Web servers and databases are located in Montréal or in other countries and the information on these servers and databases may be accessed by our staff (or staff of our service providers) located in other countries where they have a "need to know". Different countries have different privacy laws and requirements, and some, including the United States, provide less legal protection for your personal information than others. Please know, however, that no matter where your personal information is collected, used, transferred or stored, if it was collected through this application, it will be processed in accordance with these Users Terms and Conditions and the *Privacy Policy* published on our website.

Right to object / access / rectification

At all times you can request access to and/or rectification and/or deletion of your personal information if such information is incorrect or irrelevant for the above mentioned purposes. For these purposes please send us your request for access, correction or removal of your personal data to: ruminant@lallemand.com. In your request, please make clear what information you would like to have changed, whether you would like to have your personal information suppressed from this application database or otherwise let Lallemand know what limitations you would like to put on Lallemand's use of your personal information. We will try to comply with your request as soon as reasonably practicable.

Retention period

Lallemand will not retain the personal information that is obtained through this application for longer than necessary, unless there are compelling reasons or other legal obligations to retain the personal information for a longer period.

Security of your personal information

Lallemand uses reasonable organizational, technical and administrative measures to protect personal information under Lallemand's control. Unfortunately, no data transmission over the internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with Lallemand is no longer secure (for example, if you feel that the security of any account you might have with Lallemand has been compromised), please immediately notify Lallemand of the problem by contacting Lallemand at: ruminant@lallemand.com.

Disclaimer of warranties

Lallemand uses reasonable efforts to provide up-to-date and accurate information on and via this application, but emphasizes that the content of this application is provided "as is", without warranty of any kind. More particularly, Lallemand does not guarantee the accuracy or completeness of the results obtained through the use of this application nor does it express any opinion or advice based on these results.

Limitation of liability

In no event shall Lallemand or any its subsidiaries, affiliates and their respective directors be liable to you or to any third party for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to financial losses, loss of profits, loss of goodwill, loss of image (even if Lallemand was advised of the possibility thereof) arising out or in connection with : (i) the use of or the inability to use this application (ii) the accuracy, currency, completeness and/or merchantability or fitness for a particular purpose of any information or results provided on or via this application (iii) any defects, viruses, or other malfunctions caused to any equipment and other software in connection with the access or use of this application (iv) the downloading or use of this application or, (v) the interception, modification or misuse of information, including personal information, transmitted to Lallemand by you or transmitted to you by Lallemand .

Intellectual property

All intellectual property rights including copyrights, trademarks and patents in this application including all texts, graphics and logos is owned by Lallemand, its affiliates or subsidiaries or have been licensed to it. You may not copy, download, publish, distribute, license, sell or reproduce any of the information contained on this application in any form without the prior written consent of Lallemand. Nothing on this application can be construed as the granting of

a license or a right in or to any trademark, patent or any other intellectual property right of Lallemand.

Applicable law, jurisdiction

This application may be accessed from different countries around the world .As each of these countries has laws that may differ from those of the province of Quebec and Canada, by using this application you agree that the laws of the province of Quebec and Canada shall apply to all matters arising from or relating to the use and content of this application, without regards to their conflict of law provisions. You also agree to submit to the exclusive jurisdiction of the competent courts of Montreal.

Severability

If these *User Terms and Conditions* are or become partially void, the parties will continue to be bound by the remainder of the same. The void part shall be replaced by provisions that are valid and have legal effect that correspond with those of the void part as much as possible , taking into account the content and purpose of these *User Terms and Conditions* .