



Prairie strong, worldwide

CWB e-Services application

Please print off, fill out and return this portion by mail or fax to:

The CWB - Farmer Operations
PO Box 816, Stn Main, Winnipeg MB, R3C 2P5
Fax: (204) 983-8031

 Is this a new application?

Date _____

 Is this a change to an existing e-Services account?

Permit ID number: _____ (last 8 digits)

Name on permit: _____

E-mail:* _____

* Note: You must provide a valid e-mail address to receive access to your password.

Shared Secret:

Please write down an answer to **ONE** of the following questions. This will become your shared secret.

PLEASE ONLY ANSWER ONE - AND REMEMBER IT FOR YOUR PASSWORD RETRIEVAL

What is your favourite colour?

-- OR --

What is your Mother's maiden name?

-- OR --

Where were you born?

print answer here - case sensitive

READ THE FOLLOWING PARAGRAPH CAREFULLY.

I (the Producer) have read the Terms and Conditions regarding CWB e-Services access.
By completing this document and sending it to the CWB, I agree to be bound by all said Terms and Conditions.

Signature

Please print your name clearly in the space below.

Position in company (if applicable)

Second signature if joint producer

Next step: You will receive an e-mail from 'LANADMIN@cwbc.ca' with a link to your password retrieval page. This will require the answer to your shared secret.

Terms and Conditions

WHEREAS this CWB E-SERVICES ACCESS AGREEMENT: Terms & Conditions of Use (the "Agreement") is being entered into by the CWB and the Producer for the purposes of:

1. providing the Producer with certain information relative to the sale of grain from the Producer to the CWB and certain Producer account information via the Internet at www.cwb.ca (the "**Information System**"), for the purpose of facilitating the delivery and sale of grain from the Producer to the CWB;
2. acknowledging and agreeing to be bound by the Terms and Conditions contained herein as the same may be amended by the CWB from time to time by written notice to the Producer;

AND WHEREAS, in furtherance of the delivery and sale of grain from the Producer to the CWB, the Producer will be given access to the Information System as defined below;

AND WHEREAS, both the Producer and the CWB recognize the importance of keeping all information obtained from or relative to the Information System, confidential;

NOW THEREFORE the Producer accepts the Terms and Conditions outlined herein and agrees with the CWB as follows:

1. DEFINITIONS

- a. "**CWB**" means the Canadian Wheat Board.
- b. "**Information System**" means information provided via the Internet at www.cwb.ca.
- c. "**Password**" means the confidential password assigned to the Producer by the CWB that must be used in conjunction with the Producer's User ID in order to access the CWB's computer system.
- d. "**Producer**" means the undersigned.
- e. "**Transaction**" means any transaction entered into through the Information System, and includes the entering into of a CWB contract. The list of Transactions for which the Information System may be used may change from time to time and is available on the CWB Web site at www.cwb.ca, by telephoning the CWB at 1-800-275-4292, and through Fax-on-demand at 1-800-275-4292.
- f. "**User ID**" means the confidential Producer identification number assigned to the Producer by the CWB enabling him to access the Information System.

2. APPLICATION OF THIS AGREEMENT

- a. This Agreement applies to each and every Transaction entered into by the Producer or on the Producer's behalf.
- b. The Producer covenants and agrees that the Producer will utilize the Information System only for the purposes set out above and may be liable for any intentional misuse of the Information System.

3. CHANGES TO THE TERMS AND CONDITIONS

- a. The CWB may change this Agreement and the Terms and Conditions herein contained periodically as it sees fit. The Producer will be notified at least 14 days prior to the effective date of each change. If the Producer accesses the Information System after the effective date of a change, the Producer will be deemed to have agreed to that change.
- b. The CWB shall not be obliged to give notice of revisions to the list of Transactions for which the Information System can be used beyond making such list available as set out above. Rather it shall be the Producer's obligation to ensure that he is aware of all available Transactions that can be completed through the Information System.

4. LEGAL EFFECT OF USING PASSWORD

- a. Each Transaction made through the Information System will have the same legal effect as if it was made by written order to the CWB and signed by the Producer, and the Producer will be liable for that Transaction and all resulting activity.
- b. In all Transactions made through the Information System, the CWB and the Producer will treat and are hereby authorized to treat the use of the User ID and Password as conclusive proof that the person providing the User ID and Password to the CWB is in fact the Producer.
- c. The Producer acknowledges and agrees that where the User ID and Password are used to complete a Transaction and where there are contractual terms and conditions governing the Transaction (for example, a CWB contract), the Producer will be deemed to have received, read, understood and agreed to each and every such term and condition. The Producer agrees that they shall be bound by all such terms and conditions as if they had placed their signature upon them.
- d. The Producer further expressly acknowledges and agrees that the provisions in paragraph 4(a), (b) and (c) above shall apply regardless of whether the User ID and Password have been used by the Producer himself or by someone other than the Producer.
- e. The only exceptions to the liability of the Producer are contained in Paragraph 8 below.

5. RESTRICTION or TERMINATION of CWB SYSTEM ACCESS AGREEMENT

The CWB may restrict the use of the User ID and Password or terminate this Agreement and the Producer's access to the Information System at any time and without notice if the Producer is in breach of this Agreement or by giving written notice to the Producer. If this Agreement is terminated the Producer is not relieved of any obligations under this Agreement or under any Transactions entered into prior to the termination hereof until all such obligations have been completely satisfied.

6. NOTICES

- a. Any notice required to be given under this Agreement shall be effectively given if it is sent:
 - i. to the Producer, at the Producer's address last appearing in the CWB's records; or
 - ii. to the CWB, at 423 Main Street, Box 816, Station Main, Winnipeg, MB, R3C 2P5 or by fax to the CWB at 1-204-983-8031. Any such notification by the Producer must be clearly marked Attention: Farmer Operations and must include the Producer's full name and ten digit, Producer Identification Number and be signed by the Producer.
- b. Notice delivered or mailed to the CWB will be effective at the time it is received. Notice faxed to the CWB will be effective at the time it is received if it is received during normal business hours on any business day; otherwise notice by fax will be effective as of the opening of business on the next business day.

7. CONFIDENTIALITY OF PASSWORD

- a. The Producer must always keep his User ID and Password strictly confidential. No one but the Producer is authorized by the CWB to use or have access to the Password.
- b. The Producer must take every reasonable precaution to ensure that the Password is never disclosed, inadvertently or otherwise, to anyone other than authorized CWB staff. If asked by the CWB, the Producer will have to prove to the CWB's sole satisfaction that such precautions have been taken.
- c. If the Producer knows or suspects that anyone else knows or may know the Producer's Password, the Producer must notify the CWB at the Producer's earliest opportunity and immediately comply with the CWB's process for changing the Password.

8. RELIEF FROM LIABILITY

- a. The Producer will not be liable for losses incurred by the CWB resulting from the CWB's technical problems or errors. However, the Producer will be liable for all Transaction entry errors that the Producer may make and for all fraudulent or worthless Transactions.

- b. Except as stated below, in the event that the Producer notifies the CWB as contemplated in paragraph 7(c) above, the Producer will not be liable for any Transaction made after the time such notification is received by the CWB. However, for this limitation on liability to apply, the said Transaction(s) must have resulted from the unauthorized use of the Password by someone other than the Producer. The Producer will be required to establish, to the CWB's sole satisfaction, that the Producer did not authorize or otherwise acquiesce in any such use of the Password and that the Producer notified the CWB, at the Producer's earliest opportunity, of the circumstances referred to in paragraph 7(c).

9. ACKNOWLEDGEMENT

- a. The CWB agrees to maintain the Information System and abide by the terms hereof.
- b. By signing this Agreement, the Producer agrees to be bound by this Agreement and acknowledges that the Producer has read and understands everything in this Agreement and will use the Information System only for its intended purpose.
- c. If the Producer is not an individual (i.e. corporation, trade name, cooperative, colony, financial institution, etc.) the persons who are given access to the Producer's PIN are all of the persons authorized to access the Information System using the Producer's PIN.