



FCC AgExpert Terms of Use

These AgExpert Terms of Use are the terms and conditions applicable to your use of FCC AgExpert, as defined below. These terms are in addition to and supplement the FCC [Terms of Use](#) generally applicable to all FCC online websites and platforms (including mobile applications). It is important that you read and understand both these AgExpert Terms of Use as well as the FCC Terms of Use and all related documents before using AgExpert.

1. Summary

- **FCC AgExpert is made available for your internal business purposes only and not for any commercial or derivative use.**
- **FCC AgExpert is not intended to provide specific agronomy, agrology, financial, tax, or accounting advice to users, and should not be relied upon for that purpose. Users should not act or rely on the information and content contained within FCC AgExpert without seeking the advice of a professional.**
- **The information and content available within FCC AgExpert is not intended to be comprehensive, may be incomplete, and may not include the most up-to-date information.**
- **You are solely responsible for your FCC AgExpert account, including all actions taken by any Proxies which you authorize to access your account in FCC AgExpert.**
- **You are responsible for all information entered or amended by you and all your choices on how the information is used and displayed within FCC AgExpert.**
- **FCC may use information relating to your use of FCC AgExpert to create aggregate, nonpersonal or de-identified information, and such aggregated and de-identified data may be used by FCC for any lawful purpose, including providing Premium users of AgExpert with benchmarking data. FCC may disclose aggregated data to others, and may retain it for future use.**
- **FCC will never share your personal information or non-aggregated data identifiable to you without your consent.**
- **The terms of FCC's [Privacy Policy](#), [Security Policy](#) and [Ag Data Use Policy](#) also apply to your use of FCC AgExpert and you should review these policies prior to using FCCAgExpert.**





2. Introduction

FCC AgExpert is a web-based application made available by Farm Credit Canada ("FCC") and designed to assist users with farm management and planning. FCC AgExpert is currently comprised of AgExpert Field, which provides functionality in support of field management, and AgExpert Accounting, which incorporates the CRA NETFILE service, and may contain additional functionality as determined by FCC from time to time. You understand that we may add, remove or change any part or features of FCC AgExpert at any time, without giving you notice. FCC AgExpert may, from time to time, offer a basic version of FCC AgExpert, which includes basic functionality ("Basic") or a premium version of FCC AgExpert, which may include additional functionality and benefits to the user ("Premium"). All AgExpert Terms of Use apply to both Basic and Premium applications, except as specifically identified herein.

These FCC AgExpert Terms of Use (the "**AgExpert Terms of Use**") govern your access to and use of FCC AgExpert. Any specific terms and conditions applicable to the AgExpert Field module, the AgExpert Accounting module, or any future modules of FCC AgExpert will be set out in Schedule "A" (Specific Terms and Conditions) hereto and shall form part of these AgExpert Terms of Use.

Please read these AgExpert Terms of Use carefully. They are a legal agreement between you and FCC. By using FCC AgExpert, or by clicking the acceptance button, you agree to be bound by these AgExpert Terms of Use and the [FCC Terms of Use](#), including all amendments made from time to time. For further clarification, if an amendment is material, FCC will make reasonable efforts to provide notice prior to any new terms taking effect and to provide you with a summary of the applicable amendments. By continuing to access or use FCC AgExpert after any amendments take effect, you agree to be bound by the revised AgExpert Terms of Use. **If you do not agree to these AgExpert Terms of Use, do not use FCC AgExpert.**

These Terms of Use were last updated on **April 16, 2021**.

3. Use of FCC AgExpert

You may use FCC AgExpert for your internal business purposes only. You may not use FCC AgExpert for any other purpose except as expressly authorized by FCC. You are not permitted to make any commercial or derivative use of FCC AgExpert, or to use any data mining, robots, or similar data gathering and extraction methods with respect to FCC AgExpert or any content contained therein.

4. Not Professional Advice

The content of FCC AgExpert is provided for informational purposes only and is not intended to provide specific agronomy, agrology, financial, tax, or accounting advice to users, and should not be relied upon for that purpose. Users should not act or rely on the information and





content contained within FCC AgExpert without seeking the advice of a professional.

All field geography, seed variety, chemical application and other farm input-related, operations-related, or financial-related information contained within FCC AgExpert is intended to be general in nature. Such information may be sourced from third parties, and FCC makes no representations or warranties about any third party information and assumes no responsibility for how you use this information. While FCC uses best efforts to update and keep current the farm-input related information contained within FCC AgExpert, the information is not guaranteed to be complete or up-to-date.

5. Proxy Access

FCC AgExpert allows you to authorize others (your "Proxy") to access your account in FCC AgExpert through their own FCC AgExpert account. You control the type and scope of access you give to your Proxy.

You are responsible for all action taken by your Proxy and understand your Proxy will have access to your FCC AgExpert account, which may contain confidential business and/or financial information including payment information. Your Proxy will have access to your FCC AgExpert information until you revoke access through the application. You are responsible to manage access by your Proxy to your information.

6. Account Information, User IDs and Passwords

Please see the FCC Terms of Use and FCC's Privacy Policy and Security Policy for information relating to account security and password rules.

While you are entitled to authorize Proxy access to your account, you are prohibited from sharing your account information, including account passwords, with any other individual or entity. Further, you are entirely responsible for all usage or activity on FCC AgExpert by users using your ID or password, including but not limited to use of your password by any third party. FCC will not be responsible for any unauthorized use of your user ID or password.

7. User Fees

You acknowledge and agree that by creating an account in FCC AgExpert, you agree to provide FCC with the appropriate User Fees related to the FCC AgExpert functionality you have selected, which User Fees are payable annually in advance. The amount of such User Fees shall be set within your account. FCC reserves the right to change the fee schedule at any time. User Fees shall continue to be payable on a recurring, annual basis until these AgExpert Terms of Use are terminated by either party.

Your failure to make prompt payment of User Fees shall result in you being in default under these





AgExpert Terms of Use and FCC may suspend or terminate your account (including restricting your access to any premium functionality, as applicable) and any license thereunder unless you have provided and, FCC has accepted, alternative payment terms within ten (10) days of notice of default.

Payment may be made through use of a valid credit card or other payment method authorized by FCC from time to time. FCC reserves the right to change, or to stop accepting, any permitted payment method at any time in its sole discretion. You agree FCC may charge your payment card in the amount of your User Fee, and for any additional amounts (including any applicable taxes) as may be accrued by or due in connection with your account.

You specifically acknowledge that FCC may use a third party payment processing service in connection with your User Fee. You consent to the collection and use of User Data (including, if applicable, personal information) by such payment processing service as necessary to process your payments.

All pricing is in Canadian currency. Currency exchange settlements are your sole responsibility and based upon your agreement with the provider of your chosen payment method.

8. Privacy and Confidentiality

By agreeing to these Ag Expert Terms of Use, you are also agreeing to FCC's [Privacy Policy](#). The Privacy Policy should be reviewed prior to accessing and using FCC AgExpert, as it contains authorizations and consents for FCC's use and protection of your personal information and information relating to your electronic device(s) used to access FCC AgExpert.

You also agree that FCC may intervene in your use of FCC AgExpert and may disclose any information as necessary to satisfy any law, regulation or other governmental or court request, to operate FCC AgExpert properly, or to protect itself or other users of FCC AgExpert. Any such disclosure shall be in accordance with FCC's Privacy Policy.

When you have notified us of a problem, we may need to access or use your personal information in order to diagnose and fix any issues that are preventing you from using FCC AgExpert. This will be done by a data repair technician who will only access what is necessary to complete the requested support services.

9. Entering Information into FCC AgExpert

FCC AgExpert also allows you to enter your own farm-related operational and financial information (your "Ag Data"), and is highly customizable to allow you to manage your farm operations. **You own and are responsible for all your Ag Data entered or amended by you and all your choices on how the information is displayed within the application. FCC does not**





verify, check or monitor the input information or how you are using or displaying the information within FCC AgExpert.

10. Data Aggregation and Use by FCC

FCC's [Ag Data Use Policy](#) forms a part of these AgExpert Terms of Use and outlines FCC's guiding principles and protections of your Ag Data. You should review the Ag Data Use Policy prior to using AgExpert.

FCC aggregates Ag Data entered into AgExpert for the purposes and uses outlined in the Ag Data Use Policy. One such use is the benefit of providing benchmarking data for its Users of the Premium version of AgExpert. The Ag Data you enter into FCC AgExpert will be de-identified and aggregated by FCC into an aggregated data set (the "Aggregated Data") in such a manner as to prevent any identification of individuals or operations. You do not have any ownership rights in the Aggregated Data and FCC will be able to use it for any lawful purpose.

FCC may provide users of Premium AgExpert the ability to revoke their consent to FCC for aggregation of data.

11. Security

By agreeing to these AgExpert Terms of Use, you are also agreeing to the FCC [Security Policy](#) available with respect to any computer or mobile device which may be used to access FCC AgExpert. The Security Policy should be reviewed prior to accessing and using FCC AgExpert.

12. Termination of Access to FCC AgExpert

FCC may, in its sole discretion, terminate or suspend your access to all or any part of FCC AgExpert at any time, with or without notice, for any reason, including, without limitation, breach of these AgExpert Terms of Use. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or activity that may otherwise affect the enjoyment of FCC AgExpert or access to FCC AgExpert by others, may be grounds for termination of your access to all or part of FCC AgExpert at the sole discretion of FCC.

Termination of your FCC AgExpert access includes deletion of your user ID, password and all related information and files associated with or inside your account or user profile within a reasonable time following termination provided, however, that FCC may retain information if necessary to comply with FCC's legal obligations, including resolving disputes and enforcing agreements, and may also retain Aggregated Data. Prior to termination, you may export and remove your data from FCC AgExpert at any time.





13. Intellectual Property Rights

All rights not expressly granted in these AgExpert Terms of Use and all related documents incorporated herein, are reserved to FCC. Nothing contained in these AgExpert Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual right of FCC or any other person or entity.

Certain materials or information available to you through FCC AgExpert or through links to third party websites may be subject to third party intellectual property rights. All such intellectual property rights are and shall remain the property of their respective owners or creators (as the case may be). You acknowledge and agree that FCC is not responsible for the accuracy, completeness or content provided by or on behalf of third parties.

14. Representations and Warranties

FCC makes no representations, warranties or covenants to any person or entity with respect to FCC AgExpert. FCC does not give any warranties, guarantees, representations or conditions, whether express, implied, statutory or otherwise (including, without limitation, any warranty as to the accuracy, completeness, currency, or suitability of the information delivered as part of FCC AgExpert, third party information, materials or website content, fitness for a particular purpose, compliance with any description, or non-infringement of third party rights) with respect to FCC AgExpert and all such warranties are hereby disclaimed to the maximum extent permitted by applicable law.

FCC does not guarantee that FCC AgExpert will be provided or available without interruption or error free, that defects in FCC AgExpert will be corrected, or that FCC AgExpert will be free from viruses or harmful components. FCC AgExpert is delivered through third-party network service providers and you understand that there may be service disruptions or outages.

FCC AgExpert is provided on an 'as is' basis without representations, warranties or conditions of any kind. You agree that your use of FCC AgExpert is at your sole risk. You agree that FCC assumes no liability if FCC AgExpert is unavailable at any time, or for the reliability, validity, accuracy, completeness, integrity, quality or timeliness of, or any failure to deliver or store, FCC AgExpert or any information or other content.





15. Contact

Should you have any questions concerning these AgExpert Terms of Use, please contact FCC:

Farm Credit Canada
1820 Hamilton Street, Box 4320 Regina,
SK S4P 4L3
Phone: 1-800-667-7893





Schedule "A" – Specific Terms and Conditions

AgExpert Field

AgExpert Field incorporates Google Maps data for the purposes of field mapping. Accordingly, in order to use the AgExpert Field functionality within FCC AgExpert, you agree that you are bound by [Google's Terms of Service](#) and that the [Google Privacy Policy](#) has been incorporated by reference. You should review the Google Terms of Service and Privacy Policy prior to using FCC AgExpert.

AgExpert Field also incorporates Azure Maps data. Accordingly, in order to use the AgExpert Field functionality within FCC AgExpert, you agree that you are bound by the [Azure Service Agreement and Terms](#). You should review the Azure Service Agreement and Terms prior to using FCC AgExpert. We will notify you of any applicable material changes to the Azure Service Agreement and Terms.

AgExpert Accounting

AgExpert Accounting incorporates the Canada Revenue Agency (CRA) NETFILE service. Accordingly, in order to use the AgExpert Accounting functionality within FCC AgExpert, you agree that you are bound by Canada Revenue Agency's NETFILE [Terms and Conditions and Privacy Notice](#). You should review the NETFILE Terms and Conditions and Privacy Notice prior to using FCC AgExpert.

