SheepBytes.ca
Ration Balancer

Terms and Conditions

Welcome to SheepBytes

1. **Purpose of SheepBytes**

   1.1. SheepBytes was developed to update the original Alberta Agriculture DOS ration balancing program used by industry since 1990, and to incorporate 2007 National Research Council sheep nutrient requirements. Although care has been taken to ensure the accuracy of the information contained in SheepBytes, we cannot accept responsibility for the accuracy or completeness of the information or the results of the analysis produced based on the information you provide.

   1.2. Using the SheepBytes ration balancing tool will help you optimize animal performance and prevent potential profit leaks related to nutrition. However, continuous observations of the flock by the manager are key to understanding production challenges, as the nutritional management of the flock cannot be accomplished from SheepBytes alone.

   1.3. SheepBytes is providing nutritional information for educational purposes only. Information, analysis and reports from SheepBytes are not intended to be a diagnosis or prescription or a substitute for professional advice, consultation, evaluation or treatment from a veterinarian or animal nutritionist. SheepBytes cannot guarantee optimal animal performance or increase in operational profitability. SheepBytes encourages and advises you to seek professional veterinarian and nutritional advice in conjunction with your use of the program.

2. **Your relationship with SheepBytes**

   2.1. Your use of SheepBytes and its web site is voluntary and subject to the terms and conditions set out in this document.

   2.2. "SheepBytes" means the SheepBytes Ration Balancer owned jointly by Alberta Agriculture & Rural Development and Alberta Lamb Producers and administered by Alberta Lamb Producers (hereinafter referred to as "SheepBytes").

   2.3. Your agreement with SheepBytes will always include, at a minimum, the terms and conditions set out in this document (referred to as the "Terms" in this document).

3. **Accepting the Terms**

   3.1. In order to use SheepBytes you must first agree to the Terms. You may not use SheepBytes if you do not accept the Terms or if you are not of legal age to enter into a binding contract.

   3.2. You accept the Terms by:

   a) acknowledging that you have read and accepted the Terms by clicking in the box provided on the Account Registration page; or

   b) by actually using SheepBytes. In this case, you understand and agree that your use of SheepBytes is acceptance of the Terms from that point onwards.

   3.3. Any new features or tools which are added to the current version of SheepBytes shall also be subject to the Terms.

3.4.   You may print off the Terms or save a local copy of the Terms for your records. The Terms will also be available on the SheepBytes Website (www.sheepbytes.ca) and when you log into SheepBytes.

4.   Changes to the Terms

4.1.   SheepBytes may make changes to the Terms from time to time. When these changes are made, SheepBytes will make a new copy of the Terms available on the SheepBytes website.

4.2.   You understand and agree that if you use SheepBytes after the date on which the Terms have changed, SheepBytes will treat your use as acceptance of the Terms.

4.3.   You are advised to check the Terms from time to time for any updates or changes that may affect you.

5.   User Requirements

5.1.   Users must register and purchase a subscription to access and use SheepBytes. The level of services depends on the type of subscription purchased. The subscription fees cover the ongoing maintenance and development costs of the website and the program and are administered by Alberta Lamb Producers.

5.2.   To get the most out of the program users are encouraged to read the information and guides developed for SheepBytes, including:

a)   SheepBytes Quick Start Guide; and

b)   SheepBytes Technical Reference Guide.

6.   SheepBytes Administration

6.1.   By registering with SheepBytes you agree that we:

a)   will maintain control of, and be responsible for, the integrity and function of SheepBytes;

b)   will manage the registration of SheepBytes users;

c)   may verify your registration with SheepBytes;

d)   may suspend or revoke your use of and access to SheepBytes and withhold data/information at our discretion;

e)   may modify the description of data fields maintained on SheepBytes to meet changing program requirements;

f)   may audit your activities and perform audit functions directly or through approved third party organizations on any data/information and processes within the SheepBytes system;

g)   may run extraction reports, and run and analyze program level reports to determine program requirements;

h)   may use the information entered into SheepBytes to perform analyses and develop basic, and limited, benchmark and reporting statistics; and

i)   do such other things as be required or deemed necessary.

7. **Technical Specifications**

7.1. For best performance we highly recommend using a current version of Google Chrome or Mozilla Firefox. Other browsers tested suffer performance issues and are to be used at your own risk.

7.2. An active internet connection is required while using SheepBytes. The speed of your connection will affect load, save, and report generation times.

8. **Availability of SheepBytes**

8.1. We shall use our reasonable efforts to make SheepBytes available to you at all times but we shall not, in any event, be responsible or liable for interruptions of service or down-time of the server.

8.2. SheepBytes is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of SheepBytes may change from time to time without prior notice to you.

8.3. As part of this continuing innovation, you acknowledge and agree that we may stop (permanently or temporarily) providing SheepBytes (or any features within SheepBytes) to you or to users generally at our sole discretion, without prior notice to you.

8.4. You acknowledge and agree that if your account is disabled for any reason that you may lose access to your account, you may be prevented from accessing SheepBytes and your account details and you may temporarily or permanently lose access to information, reports, files or other content which is contained in or associated with your account.

9. **Use of SheepBytes by you**

9.1. In order to use SheepBytes, you are required to provide information about yourself (such as identification or contact details) as part of the registration process for SheepBytes, or as part of your continued use of SheepBytes. You agree that any information you give to SheepBytes will always be accurate, complete and up to date. You agree to maintain and promptly update the information to keep it accurate, complete and up to date.

9.2. If you provide any information that is untrue, inaccurate or incomplete or if SheepBytes has reasonable grounds to believe that such information is untrue, inaccurate or incomplete SheepBytes has the right to suspend or terminate your account and refuse any and all current or future use of SheepBytes.

9.3. You agree to use SheepBytes only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in Canada.

9.4. You agree not to access (or attempt to access) SheepBytes by any means other than through the interface that is provided by SheepBytes, unless you have been specifically allowed to do so in a separate agreement with SheepBytes. You specifically agree not to access (or attempt to access) SheepBytes through any automated means (including use of scripts or web crawlers).

9.5. You agree that you will not engage in any activity that interferes with or disrupts SheepBytes (or the servers and networks which are connected to SheepBytes).

9.6. Unless you have been specifically permitted to do so in a separate agreement with SheepBytes, you agree that you will not reproduce, duplicate, copy, sell, trade or resell SheepBytes for any purpose.

9.7. You agree that you are solely responsible for (and that SheepBytes has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which SheepBytes may suffer) of any such breach.

9.8. Your account with SheepBytes cannot be transferred or used by anyone other than yourself. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per account at any time.

9.9. If your account is found to have been transferred to another party, or shows other activity in breach of these provisions, we shall have the right to cancel your account and terminate your access to SheepBytes.

9.10. You agree to have your own paper and/or electronic copies and back-ups of all information submitted to SheepBytes and all reports generated by SheepBytes and you further understand and agree that SheepBytes cannot be relied on nor it is intended to be used to record and maintain your animal feed and ration information for use in your own operation.

10. Collection and Use of Information

10.1. SheepBytes may make a record of your visits and log your visits for statistical and business purposes. Such information may include your user name and password, server address, domain name, IP address, the date and time of your visits, the pages accessed, documents saved and downloaded, previous site visited and the type of browser used.

10.2. If SheepBytes requires you to complete an electronic form on this site or submit a manual form and in so doing requires you to submit personal information, SheepBytes will collect that information to allow it to respond to your request.

10.3. SheepBytes will only use personal information provided for the following purposes: administration and management of the program and website, subscription account information and renewals, testing bug fixing and enhancements, providing users with new information and training opportunities, collecting anonymous feed test data to improve and update regional libraries and do nutrition research.

11. **Your passwords and account security**

11.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with your SheepBytes account.

11.2. Accordingly, you agree that you will be solely responsible to SheepBytes for all activities that occur under your account.

11.3. If you become aware of any unauthorized use of your password or of your account, you agree to notify SheepBytes immediately.

12. **User Content in SheepBytes**

12.1. All information submitted to SheepBytes by users, whether directly or through third parties, is the sole responsibility of the user from whom such information originated.

12.2. SheepBytes does not control the information entered into SheepBytes and, as such, does not guarantee the accuracy, integrity or quality of the information on the resulting analysis and reports generated by SheepBytes.

12.3. You should be aware that content presented to you as part of SheepBytes may be protected by intellectual property rights which are owned by the persons who provide that content to SheepBytes (or by other persons or companies on their behalf). You may not modify, sell or

distribute this content (either in whole or in part) unless you have been specifically told that you may do so by SheepBytes or by the owners of that content, in a separate agreement.

12.4. SheepBytes reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from SheepBytes.

12.5. You understand that by using SheepBytes you use SheepBytes at your own risk.

12.6. You agree that you are solely responsible for (and that SheepBytes has no responsibility to you or to any other user for) any content that you create, transmit, display, retrieve or download while using SheepBytes and for the consequences of your actions (including any loss or damage which SheepBytes may suffer) by doing so.

12.7. You agree that the information you enter into SheepBytes (a) will be treated as non-confidential information; (b) will not be made available to you by SheepBytes on expiry of your subscription; (c) is not guaranteed to be continually or permanently available for your use within SheepBytes; (d) may be removed and/or deleted by SheepBytes without notice to you on expiry of your subscription and (d) may be used by SheepBytes.

13. **Proprietary rights**

13.1. You acknowledge and agree that SheepBytes (or SheepBytes' licensors) own all legal right, title and interest in and to SheepBytes, including any intellectual property rights which subsist in SheepBytes (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that SheepBytes may contain information which is designated confidential by SheepBytes and that you shall not disclose such information without SheepBytes' prior written consent.

13.2. Unless you have agreed otherwise in writing with SheepBytes, nothing in the Terms gives you a right to use any of SheepBytes' trade names, trademarks, service marks, logos, domain names and other distinctive brand features.

14. **Ending your relationship with SheepBytes**

14.1. If you want to terminate your relationship SheepBytes, you may do so by simply not renewing your subscription.

14.2. SheepBytes may at any time, terminate its relationship with you if:

   a)   you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

   b)   SheepBytes is required to do so by law (for example, where the provision of SheepBytes to you is, or becomes, unlawful); or

   c)   the continuation of SheepBytes is deemed to be no longer commercially viable or required.

14.3. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and SheepBytes have benefited from, been subject to shall be unaffected by the termination of your relationship with SheepBytes, and the relevant provisions of the Terms shall continue to apply to such rights, obligations and liabilities indefinitely.

15. **Indemnity**

15.1. You shall indemnify SheepBytes and keep SheepBytes indemnified and hold SheepBytes harmless from and against any breach by you of these terms of business and any claim

brought against us by a third party resulting from the provision of SheepBytes to you and your use of SheepBytes including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

16. **EXCLUSION OF WARRANTIES**

16.1. **Nothing in these terms shall exclude or limit SheepBytes' warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.**

16.2. **You expressly understand and agree that your use of SheepBytes is at your sole risk and that SheepBytes is provided "as is" and "as available."**

16.3. **In particular, SheepBytes does not represent or warrant to you that:**

a) **your use of SheepBytes will meet your requirements,**

b) **your use of SheepBytes will be uninterrupted, timely, secure or free from error,**

c) **any information obtained by you as a result of your use of SheepBytes will be accurate or reliable, and**

d) **that defects in the operation or functionality of any software provided to you as part of SheepBytes will be corrected.**

16.4. **Any material downloaded or otherwise obtained through the use of SheepBytes is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.**

16.5. **No advice or information, whether oral or written, obtained by you from SheepBytes or through or from SheepBytes shall create any warranty not expressly stated in the terms.**

16.6. **SheepBytes further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.**

17. **LIMITATION OF LIABILITY**

17.1. **You expressly understand and agree that SheepBytes shall not be liable to you for:**

a) **any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;**

b) **any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:**

(i) **any reliance placed by you on the completeness, accuracy or existence of any information contained within SheepBytes;**

(ii) **any changes which may be made to SheepBytes, or for any permanent or temporary cessation in the provision of SheepBytes (or any features within SheepBytes);**

(iii) **the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of SheepBytes;**

(iv) **your failure to provide SheepBytes with accurate account information; or**

(v) **your failure to keep your password or account details secure and confidential.**

17.2. **The limitations SheepBytes' liability to you shall apply whether or not SheepBytes has been advised of or should have been aware of the possibility of any such losses arising.**

18. **Advertisements**

18.1. SheepBytes may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored in SheepBytes.

18.2. The manner, mode and extent of advertising by SheepBytes on SheepBytes are subject to change without specific notice to you.

18.3. In consideration for SheepBytes granting you access to and use of SheepBytes, you agree that SheepBytes may place such advertising on SheepBytes.

19. **Other content**

19.1. SheepBytes may include hyperlinks to other web sites or content or resources. SheepBytes may have no control over any web sites or resources which are provided by companies or persons other than SheepBytes.

19.2. You acknowledge and agree that SheepBytes is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3. You acknowledge and agree that SheepBytes is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

20. **General legal terms**

20.1. The Terms constitute the whole legal agreement between you and SheepBytes and govern your use of SheepBytes and completely replace any prior agreements between you and SheepBytes in relation to SheepBytes.

20.2. You agree that SheepBytes may provide you with notices, including those regarding changes to the Terms, by email, regular mail or postings on SheepBytes.

20.3. You agree that if SheepBytes does not exercise or enforce any legal right or remedy which is contained in the Terms (or which SheepBytes has the benefit of under any applicable law),

this will not be taken to be a formal waiver of SheepBytes' rights and that those rights or remedies will still be available to SheepBytes.

20.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.5. Headings are included in these Terms for convenience only and shall not affect the construction or interpretation of these Terms.

20.6. The Terms, and your relationship with SheepBytes under the Terms, shall be governed by the laws of the Province of Alberta without regard to its conflict of laws provisions. You and SheepBytes agree to submit to the exclusive jurisdiction of the courts located within the Judicial District of Calgary, in the Province of Alberta to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that SheepBytes shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21.   **Notices**

21.1. Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery as follows:

a)   To SheepBytes c/o Alberta Lamb Producers:

By mail: 97 East Lake Ramp
Airdrie, Alberta T4A 0C3

By fax: (403) 912-1455

By e-mail: info@ablamb.ca

b)   To you -   to the last known address, fax or e-mail provided to SheepBytes

All notices shall be in writing and may be sent by mail, fax or e-mail. Notices sent by mail shall be deemed to be received 7 days from the date of mailing. Notices sent by fax shall be deemed to be received on receipt of an error free transmission report. Notices sent by e-mail are valid only on proof that the e-mail was received. Any notice received on a holiday shall be deemed to be received on the next business day.