

## OVERVIEW

The Second Harvest Food Support Committee (the "**SHFSC**") and its successors and assigns (collectively referred to as "**Second Harvest**") make the website [www.foodrescue.ca](http://www.foodrescue.ca) ("**FoodRescue.ca**") available to you subject to these terms of use (the "**Terms of Use**"). We've used friendly language, such as "we", "us", and "our" to refer to Second Harvest, the operator of FoodRescue.ca. SHFSC is a registered Canadian charitable organization, charitable registration number 13386 5477 RR0001, whose registered office is located at 1450 Lodestar Road, Unit 18, North York, Ontario, Canada, M3J 3C1.

## YOU

For the purposes of these Terms of Use, the words "you" and "your" refer to the individual accessing FoodRescue.ca, and, if applicable, includes any other legal entity on behalf of which an individual is accessing FoodRescue.ca. As an individual, you agree not to access FoodRescue.ca on behalf of any other legal entity unless you have the authority to bind that legal entity to these Terms of Use.

You represent and warrant that: (i) you have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside; and (ii) your use of FoodRescue.ca will not violate any applicable law or regulation in the province, state, territory or country from which you are accessing FoodRescue.ca. If you do not have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside, do not use FoodRescue.ca unless your parent or guardian enters into these Terms of Use on your behalf and consents to your use of FoodRescue.ca. FoodRescue.ca and the services offered on or through it are not directed to children under the age of 13 years.

## ACCEPTANCE OF TERMS

Please read these Terms of Use carefully before using FoodRescue.ca. By accessing or using FoodRescue.ca, you agree, without limitation or qualification, to be bound by and to comply with these Terms of Use. If you do not agree, without limitation or qualification, to be bound by and to comply with these Terms of Use, promptly discontinue using FoodRescue.ca. Please note, before being allowed to access certain features and/or services available on or through FoodRescue.ca, or to participate in certain activities being offered on or through FoodRescue.ca, you may be required to: (i) register as a user of FoodRescue.ca (a "**User**"); and (ii) confirm your acceptance of these Terms of Use by placing a checkmark in the "I AGREE", or other similarly marked/identified, box on one or more of the registration pages.

If you disagree with any term or condition of these Terms of Use, do not place a checkmark in the "I AGREE", or other similarly marked/identified, box and promptly discontinue using FoodRescue.ca.

Please note that certain services or activities available on or through FoodRescue.ca may require you to agree to further terms and conditions. Unless such terms and conditions expressly set out otherwise, if there is any inconsistency between those terms and conditions and these Terms of Use, these Terms of Use will prevail.

We suggest that you print and/or save a local copy of these Terms of Use for your future reference.

If we provide you with a translation of these Terms of Use and there is any inconsistency between the English version and the translated version, the English version will prevail.

If we believe that you have breached these Terms of Use, we reserve the right, in our sole discretion, to restrict, suspend or terminate your access to all or any part of FoodRescue.ca and terminate any licenses granted to you pursuant to these Terms of Use without prior notice and without liability.

**SIGNING UP FOR CERTAIN FEATURES OR ACTIVITIES**

When signing up to access certain features and/or services available on or through FoodRescue.ca, or to participate in certain activities available on or through FoodRescue.ca, you represent and warrant that any information you provide about yourself is true and that you will maintain and promptly update such information to keep it true and current.

If you are assigned a username and/or a password for the purpose of accessing certain features and/or services available on or through FoodRescue.ca, or participating in certain activities available on or through FoodRescue.ca, you are responsible for all activities conducted under that username or password, and you will take all necessary steps to ensure that no one other than you uses that username or password and that the password is kept confidential. If you have any reason to believe that any password assigned to you has become known to or been used by any other person, you will inform us immediately.

You may be asked to suggest one or more usernames when you register with FoodRescue.ca. Please note that the assignment of a username to you is in our sole discretion. In addition, we may, at any time, change any username or password assigned by use to you. We will notify you if we do so.

**USE OF FOODRESCUE.CA**

You are permitted to download one (1) copy of any information or material available on or through FoodRescue.ca in order to view and interact with FoodRescue.ca.

As a condition of your access to, or use of, FoodRescue.ca, you agree that you will not:

- (a) use FoodRescue.ca or any service or tool provided on or through FoodRescue.ca for a commercial purpose;
- (b) seek to gain access to any portions of FoodRescue.ca that you are not authorized by us to access;
- (c) use FoodRescue.ca to impersonate or falsely state or otherwise misrepresent your affiliation with any person or entity including but not limited to us;
- (d) when posting any content to FoodRescue.ca, forge headers or otherwise manipulate other identifiers in order to create the impression that another person posted the content;
- (e) use FoodRescue.ca to either directly or indirectly interfere with, disrupt or damage FoodRescue.ca, the server(s) on which it is hosted, the networks connected to them or any other user's access to FoodRescue.ca;
- (f) access FoodRescue.ca through any automated means (for example, bots or web crawlers);
- (g) access services or tools made available on or through FoodRescue.ca using an interface other than the one made available on FoodRescue.ca by us;
- (h) adapt, translate, modify, decompile, disassemble, or reverse engineer any aspect of:
  - (i) FoodRescue.ca; or
  - (ii) any software or technology used in connection with FoodRescue.ca or downloaded from FoodRescue.ca;
- (i) violate any applicable local, provincial, state, national or international law or regulation; or
- (j) collect or store personally identifying information about other users of FoodRescue.ca for any purposes unrelated to FoodRescue.ca or that are illegal or unlawful.

## PRIVACY

Our collection, use and disclosure of any personal information about you that we collect in association with FoodRescue.ca is subject to our privacy policy, which is available at <https://www.foodrescue.ca/public/privacy>. You have read the privacy policy and consent to the collection, use and disclosure of your personal information as described in the privacy policy.

We reserve the right to communicate with you regarding your use of FoodRescue.ca. You consent to our use of any contact information that you provide to us in doing so. The content included in any such communication is deemed to be Content made available on FoodRescue.ca by us.

## CONTENT

The contents of FoodRescue.ca, including any and all information, content, links, reports, data, databases, tools, e-mail, code, photographs, pictures, video, postings, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos, trade names, or other information or materials contained on or through FoodRescue.ca is the "**Content**".

The Content includes information and materials contributed to FoodRescue.ca by or on behalf of us (the "**Second Harvest Content**") and materials contributed to FoodRescue.ca by Users of FoodRescue.ca ("**User-generated Content**").

You may retain a copy of any Content forming part of FoodRescue.ca solely for your personal use and records, provided that any marks, logos or other legends that form part of that Content are not removed from the copy. Otherwise, all rights in and to any item of Content are reserved by the contributor of that item. Consequently, you may not modify, publish, display, transmit, adapt, sell, license or in any way exploit any item of Content that you did not contribute, without the express prior written permission of the contributor of that item.

By submitting or sending Content to us or otherwise making it available for display on or through FoodRescue.ca, you acknowledge that the Content is your User-generated Content and you grant us a royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User-generated Content (in whole or in part) and to incorporate it in other works (in each case irrespective of the form, media, or technology used) for the purpose of allowing us to administer, operate, display, distribute and promote FoodRescue.ca including but not limited to allowing other sites to link to Content on FoodRescue.ca. You acknowledge that we may need to do the following in order to operate, display or distribute FoodRescue.ca and you agree that we may do so: (i) transmit User-generated Content over various networks; and (ii) reformat User-generated Content.

You represent and warrant to and covenant with us that: (i) you have now and that you will continue to have all necessary rights and authority to grant the licenses set out in the preceding paragraph; and (ii) the User-generated Content that you contribute to FoodRescue.ca will not infringe any proprietary right of any third party. You also represent and warrant to use that any "moral rights" in and to any User-generated Content that you contribute to FoodRescue.ca have been waived and that we, and our successors and assigns, may rely on those waivers. With the exception of any User-generated Content that includes personal information, you agree that all User-generated Content that you contribute will not be considered confidential.

Links are Content. If you contribute a link to another web site, make sure that the operators of that web site permit linking. You can do this by checking the terms of use for that web site. If you are uncertain about whether or not you are permitted to link to a web site, either refrain from posting a link or link to the home page of the web site and include written directions in your post for how to navigate from the home page to the page that has the content for which you are commenting.

You should maintain a back-up copy of any User-generated Content that you contribute to FoodRescue.ca. In any event, we will not provide a copy of any User-generated Content to you. Additionally, we are not responsible for any User-generated Content that is lost or destroyed for any reason.

You agree that you will not post or upload to FoodRescue.ca or otherwise make accessible or transmit on or through FoodRescue.ca any User-generated Content or links to Content that:

- (A) is illegal, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of privacy or publicity rights, hateful (racially, sexually, ethnically or otherwise) or victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of race, ethnicity, gender, religion, sexual orientation, age, disability, or any other basis of discrimination under applicable human rights or similar legislation;
- (B) solicits from other users any passwords or personal information for commercial or unlawful purposes;
- (C) contains software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other similarly destructive activity;
- (D) promotes illegal activity including without limitation the provision of instructions for any illegal activity;
- (E) you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under a non-disclosure agreement); or
- (F) infringes or contributes to the infringement of any intellectual property, industrial or other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, all copyrights, moral rights (including rights of attribution and rights of integrity), trademarks, service marks, trade names, logos, brand names and other identifiers, and trade secrets of any party.

We assume no obligation to update the Content. We reserve the right to change any and all Content at any time without notice. We, and our licensors and suppliers, are not responsible for any Content other than Second Harvest Content.

## USING CONTENT

With respect to Content, the person who contributes the Content to FoodRescue.ca is responsible for the Content. Consequently, we do not provide any representations, warranties or guarantees with respect to User-generated Content, its quality or its accuracy. Before using or relying on any User-generated Content, you should take reasonable steps to verify its accuracy, completeness or usefulness: You are using it at your own risk. Additionally, views and opinions expressed in information or materials forming part of the User-generated Content do not necessarily represent our views and opinions, or the views and opinions of our licensors, suppliers or representatives.

We do not recommend or endorse any specific products, services, organizations, opinions or other information that may be described on FoodRescue.ca or any third party web site to which you can link from FoodRescue.ca.

You may not be able to access all of the Content made available on or through FoodRescue.ca. Some Content is made available to certain Users only. In addition, when a User posts Content to FoodRescue.ca, he or she may, in some instances, further restrict who can view that Content.

You agree not to link to any page forming part of FoodRescue.ca other than the home page without our prior written approval.

### SCREENING, RESPONSIBILITY FOR CONTENT AND MONITORING

We may, but we are not obligated to, review any Content. Even if we did so, the review may not be to your satisfaction. You acknowledge this and the consequence that follows from it: Content accessible on or through FoodRescue.ca may include information or materials that are offensive or otherwise objectionable to you.

We are not obliged, but reserve the right, to monitor some, all or no areas of FoodRescue.ca from time to time: (i) to verify adherence to these Terms of Use or any other rules, codes of conduct or guidelines posted by us; or (ii) as required by law.

We reserve the right, in our sole discretion, to reject, refuse to post, remove or block access to any Content that is available on or through FoodRescue.ca at any time, without notice and without liability.

We reserve the right, in our sole discretion, to set limits on the amount of User-generated Content that you may contribute.

### DISCLAIMER REGARDING THIRD PARTY CONTENT AND LINKED WEB SITES

We, Users or third parties may provide links to resources not forming a part of FoodRescue.ca. We have no control over such resources. You acknowledge and agree that we are not responsible for the availability of such external resources, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such resource.

Your correspondence or business dealings with, or participation in promotions of, advertisers or other third parties accessible on or through FoodRescue.ca, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or other third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such advertisers or other third parties on FoodRescue.ca. Please note, if you provide any information to a third party (e.g. your contact information or credit card information), such information is collected by the third party and not by us, even if you made a purchase from a third party web site that was linked from or framed within FoodRescue.ca.

### FEEDBACK

From time to time, you may choose to ask, make or provide questions, suggestions, ideas, comments, recommendations, feedback, requests or other information relating to FoodRescue.ca ("**Feedback**") to us. By providing any Feedback to us, you: (i) agree that the Feedback is not confidential; and (ii) assign all right, title and interest in and to the Feedback to us including all intellectual property rights. We are entitled to the unrestricted use and dissemination of any Feedback for any purpose (commercial or otherwise) without any acknowledgment of or compensation to you.

## WARRANTIES

FOODRESCUE.CA AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE PRECEDING SENTENCE, WE SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS WITH RESPECT TO FOODRESCUE.CA, ANY CONTENT OR OTHERWISE ARISING FROM THESE TERMS OF USE INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, USEFULNESS, OR OTHERWISE OF FOODRESCUE.CA OR CONTENT; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the preceding paragraph, we do not warrant that: (i) communications made using any tools available through FoodRescue.ca will be absolutely secure; or (ii) FoodRescue.ca or any Content: (a) will be available at all times; (b) will operate without errors; (c) defects or errors in the Content will be corrected; (d) will be accessible regardless of the hardware or software that you wish to employ to access it; (e) is absolutely secure, notwithstanding our use of commercially reasonable efforts to secure it; or (f) is free from viruses or other harmful code, notwithstanding our use of commercially reasonable efforts to identify and eliminate such code.

All exclusions of responsibility or liability set out in these Terms of Use are made to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion of certain implied warranties or limitations on how long an implied warranty may last. If any jurisdiction having applicability to these Terms of Use does not permit any such exclusion or limitation, our total liability to you in connection with any breach of such a warranty will be subject to the limitation of liability set out below.

## LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OUR REPRESENTATIVES, OUR LICENSORS, OR OUR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO FOODRESCUE.CA, ANY CONTENT, ANY USER-GENERATED CONTENT, OR THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY YOU OR ANY OTHER PERSON.

IN NO EVENT WILL WE, OUR REPRESENTATIVES, OUR LICENSORS, OR OUR SUPPLIERS, BE LIABLE TO YOU OR ANY PERSON WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON FOODRESCUE.CA OR RECEIVED THROUGH ANY LINKS PROVIDED ON FOODRESCUE.CA. FURTHERMORE, WE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER OF FOODRESCUE.CA OR ANY SPONSOR OR ADVERTISER OF FOODRESCUE.CA.

WITHOUT LIMITING THE LAST TWO (2) PARAGRAPHS, THE LIMIT ON OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR REPRESENTATIVES, LICENSORS AND SUPPLIERS) TO YOU OR ANY PERSON, FOR ANY CLAIMS ARISING FROM OR RELATING TO FOODRESCUE.CA, ANY CONTENT, ANY USER-GENERATED CONTENT OR THESE TERMS OF USE, WILL NOT EXCEED \$100.00.

Some jurisdictions do not allow the exclusion of incidental, special or consequential damages. If any jurisdiction having applicability to these Terms of Use does not permit any such exclusion or limitation, our (including our representatives, licensors and suppliers) total liability to you in connection with any incidental, special or consequential damages will be limited by the preceding paragraph. The limitations set out in the last three (3) preceding paragraphs will apply regardless of the causes or circumstances giving rise to the claim, even if such claim is based on breach of contract, negligence or other tort, and will survive a fundamental breach or failure of essential purpose of any limited remedy or these Terms of Use.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising from or relating to FoodRescue.ca, any Content, any User-generated Content or these Terms of Use must be filed within one (1) year after such claim or cause of action arises or be permanently barred.

#### **INDEMNITY**

You agree to indemnify us (and our representatives, licensors and suppliers) and hold all of these named parties harmless from any and all claims and expenses, including legal fees, arising from or relating to: (i) any User-generated Content that you contribute to FoodRescue.ca; (ii) your use or misuse of FoodRescue.ca or any Content; (iii) any person's use of any account or password provided to you relation to FoodRescue.ca, regardless of whether such use is authorized by you; (iv) any breach by you of any of these Terms of Use; and (v) any breach by you of any law or regulation or any rights of any third party.

#### **INTELLECTUAL PROPERTY INFRINGEMENT**

It is our policy to investigate and respond to claims of intellectual property infringement.

To the extent that any jurisdiction applicable to these Terms of Use has a notice and take-down scheme like the one set out in the United States' Digital Millennium Copyright Act, upon receipt of any notice alleging infringement that complies with such a scheme, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may attempt to contact the person who has posted such material in order to give that person an opportunity to respond to the notification, although we make no promise to do so. Any and all counter notifications submitted by that person will be furnished to the complaining party. In all circumstances, we will give the complaining party an opportunity to seek judicial relief in accordance with any applicable laws before we replace or restore access to any material as a result of any counter notification.

Notices of claimed infringement should be directed to:

1450 Lodestar Road, Unit 18, North York, Ontario, Canada, M3J 3C1.

Attention: Lori Nikkel

Fax: 416-408-2598

Email: [contact@foodrescue.ca](mailto:contact@foodrescue.ca)

Please put "Notice of Infringement" in the subject line of all such notifications and include in each such notice a reasonably detailed description of the materials alleged to be infringing and the proprietary rights alleged to be infringed.

Names, phrases, words, titles, logos, icons, graphics, images or designs used throughout FoodRescue.ca and the Content may be trade names, registered or unregistered trademarks or services marks (the "**Marks**") of us, our licensors, or other entities and individuals. The Marks are protected by Canadian and international trademark and other laws. Any use of any of the Marks without the express consent of the owner of the Mark is strictly prohibited.

**CHANGES**

We may change these Terms of Use from time to time and at any time. When we make changes to these Terms of Use, we will:

- (a) post the updated version of these Terms of Use on FoodRescue.ca together with the date on which it was revised; and
- (b) on the log-in page for FoodRescue.ca, for at least four weeks following any change to these Terms of Use, post a notice that these Terms of Use have been updated.

As well, we may, but we are not obliged to, ask you to actively confirm your consent to the revised Terms of Use. If we do not do so, but you continue to use FoodRescue.ca after the changes come into effect, you will be deemed to have agreed to abide by the revised Terms of Use. If you do not agree with the revised Terms of Use without qualification, do NOT log in, discontinue using FoodRescue.ca and instruct us to disable any password(s) for FoodRescue.ca assigned to you.

We reserve the right, in our sole discretion, to change or modify FoodRescue.ca from time to time including but not limited to adding or removing functionality or features or changing its name. We may change FoodRescue.ca without prior notice to you.

**VIOLATIONS OF THESE TERMS OF USE**

Should you violate these Terms of Use or any of our other rights, we reserve the right to pursue any and all legal and equitable remedies against you, including, without limitation, restricting, suspending or terminating your access to all or any part of FoodRescue.ca.

If you are aware of any violations of these Terms of Use, please report them to:

1450 Lodestar Road, Unit 18, North York, Ontario, Canada, M3J 3C1.

Attention: Lori Nikkel

Fax: 416-408-2598

Email: [contact@foodrescue.ca](mailto:contact@foodrescue.ca)

Please put "Notice of Violation" in the subject line of all such notifications and include in each such notice a reasonably detailed description of the alleged violation.

**TERM AND TERMINATION**

These Terms of Use will continue in effect for as long as you use FoodRescue.ca, unless specifically terminated earlier by us or you. You may terminate your agreement with these Terms of Use at any time by instructing us in writing to disable any passwords for FoodRescue.ca assigned to you and by discontinuing all use of FoodRescue.ca. Your notice should be sent, in writing, to the address set out above.

In addition to any other termination rights that we may have, we may terminate our agreement with you if: (i) you breach any provision of these Terms of Use or clearly intend to do so; (ii) we are required to do so by law; or (iii) we are no longer making FoodRescue.ca available in the jurisdiction from which you access it.

Upon the termination or expiration of these Terms of Use, you will stop using FoodRescue.ca and all Content.

Those sections which by their nature should survive the termination or expiration of these Terms of Use will survive termination or expiration.



**GENERAL/OTHER**

These Terms of Use constitutes the complete and exclusive agreement between the parties with respect to the subject matter concerning FoodRescue.ca, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

No waiver of any part of these Terms of Use will be deemed to be a waiver of any other provision in these Terms of Use. No term of these Terms of Use will be deemed to be waived by reason of any previous failure to enforce it. No term of these Terms of Use may be waived except in a writing signed by the party waiving enforcement.

Should any section of these Terms of Use be held to be invalid by a court of competent jurisdiction, then that section will be enforced to the extent permissible, and all other sections will remain in effect and are enforceable by the parties.

You may not transfer any of your rights or obligations under these Terms of Use, either in whole or in part, without the prior written consent of Second Harvest. Should Second Harvest consent to any such assignment, such consent may be subject to such terms and conditions as Second Harvest may require. No assignment shall relieve you from your obligations under these Terms of Use. Second Harvest may, in whole or in part, assign these Terms of Use.

These Terms of Use do not establish any relationship of partnership joint venture, employment, franchise or agency between you or your organization and Second Harvest, FoodRescue.ca, or any of the food donors from whom you or your organization may rescue food. No party will have the power to incur any obligations that are not expressed in this agreement

These Terms of Use will be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. You agree that any legal proceedings will take place in courts located in Toronto.

Except as expressly provided otherwise in these Terms of Use, we will not be liable for any failure or delay in our performance under these Terms of Use due to any cause beyond our reasonable control.

Unless you and SHFSC (or, if applicable, its successors or assigns) agree otherwise in writing, these Terms of Use have been drawn up in English at your request. No provision of these Terms of Use will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. These Terms of Use are for the benefit of, and binding upon the parties, their successors and permitted assigns.

The headings used in these Terms of Use are for convenience of reference only and have no legal or contractual significance.

***We thank you for visiting our website and we hope you will make the most of the opportunity to rescue food and build strong communities!***

If you have any questions about FoodRescue.ca, please contact Lori Nikkel, Director of Programs & Partnerships, at 416-408-2594 Ext. 294.