



Ontario Federation of Agriculture

Ontario AgriCentre

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OFA Farm Inputs Directory Terms and Conditions

The Farm Inputs Directory (the “Directory”) is an online resource available to the public, hosted on the website of the Ontario Federation of Agriculture (OFA). The Directory displays the contact information and a searchable map of Ontario businesses¹ providing products and services to Ontario farmers that have been recommended by OFA members.

The Directory also includes listings for OFA Benefit Program Partners.

OFA members, Benefit Program Partners, referred businesses and users of the Farm Inputs Directory (hereinafter collectively referred to as the “Participants”) agree by submitting a referral, consenting to a listing, or accessing the Directory, as the case may be, to be bound by the terms and conditions as stated herein, and as may be amended from time to time.

Directory Referral

An OFA member in good standing may recommend a business for inclusion in the Directory by submitting a Member Referral Form, indicating by so doing that he or she has confidence in the quality of the products and/or services the business provides to farmers.

Directory Listing

OFA shall add a business referred by an OFA member to the Directory, provided that: (a) the business offers farm input products and/or services, as defined by the OFA; (b) the business has consented to the listing; (c) the business has provided the required contact information; and (d) the business has not been removed from the Directory within the last six months.

Businesses participating in OFA’s Benefit Program may also be listed in the Directory, and do not require a member referral.

Businesses included in the Directory shall be responsible for informing OFA of any changes required to their Directory listing, by contacting farminputs@ofa.on.ca.

Removal from Directory

The OFA shall remove a business from the Directory:

1. at the request of the business, upon receipt of a [Request for Removal Form](#);
2. upon determining that the business is no longer in operation;

¹ For the purposes of the Directory, each location, franchise and/or branch shall be treated as a separate business, regardless of ownership or corporate structure, unless otherwise determined by the OFA.



3. upon determining that the business no longer supplies farm input products or services;
or
4. upon receiving three or more [Request for Removal Forms](#) indicating dissatisfaction with a business' product or service within a three-month period, provided that any such complaint is not deemed by OFA to be frivolous or vexatious.

Notwithstanding the foregoing, the OFA may remove a business from the Directory at any time, without notice to the referring OFA member or the business, if the OFA determines at its sole and absolute discretion that removal is in the best interests of the OFA, its members, the Directory, or Directory users.

A business which has been removed from the Directory for any reason may be re-listed after a period of six months, if the business is referred by a member or becomes a Benefit Program partner.

Public Information

Participants agree by submitting information, including business and personal information, photographs, and logos, that such information may and shall be made public, and shall be used for the ongoing operation, maintenance, promotion and evaluation of the Directory, provided that the name and contact information of OFA members who have submitted a referral or a complaint, and the substance of any referral or complaint, shall be kept confidential.

The OFA will not sell, transfer or distribute Directory information, except as described herein. For further information, please see the [OFA Privacy Policy](#).

Termination

OFA shall have the right to discontinue the Directory at any time and without notice to Participants, and shall not be liable for any losses or damages arising from termination of the Directory.

In the event that the Directory is discontinued, OFA will store the Directory data collected and used for the Directory for up to 90 days, after which it shall be destroyed.

No Warranty

Participants acknowledge that the OFA hosts the Directory on its website for the benefit of its members, and other consumers and sellers of farm inputs, and that, with the exception of OFA's Member Benefit Program Partners, listings are generated by member referral only. The OFA conducts no investigation into or verification of member referrals, nor does a Directory listing constitute OFA endorsement of the business, its products and/or services, or its suitability or fitness for purpose.

OFA makes no warrantee, express or implied, as to the accuracy, completeness, quality or reliability of the Directory or the information contained therein, nor of the products and/or services of the businesses listed in the Directory, nor of the results to be obtained from the use of Directory contents.



Participants acknowledge and agree that OFA shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Directory, including any interruptions in service, and that use of the Directory is entirely at the Participant's own risk.

Indemnification

Participants agree by using the Directory to indemnify, defend and hold harmless the OFA, its officers, directors, owners, agents, affiliates and licensors from and against any and all liability, losses, costs and expenses, including legal fees and disbursements, incurred by any Participant in connection with the Directory, including but not limited to claims for defamation, violations of rights of publicity or privacy, copyright infringement, trademark infringement and any claim or liability for damages relating to the content or accessibility of the Directory, the businesses listed or not listed therein, or the purchase and sale of products and/or services available therefrom. OFA reserves the right at its own expense to assume the exclusive defence and control of any matter subject to indemnification by a Participant, and in such case the Participant agrees to cooperate with OFA's defence of such claim.

Amendment of Terms and Conditions

OFA reserves the right to modify these terms and conditions at any time without notice, effective as of the date the revised terms are posted to the OFA website. Continued use of the Directory constitutes binding acceptance of the terms as posted.

Entire Agreement

These terms and conditions constitute the entire agreement between OFA and the Participant with respect to the Directory, and supersedes all previous oral and written agreements.

Contact

For any questions, comments or concerns, please contact us at farminputs@ofa.on.ca.