

If your application is accepted, the Applicant ("you") agrees to and is bound by the following terms and conditions. This agreement shall come into effect only when the LCBO indicates its acceptance (if any) of this application by issuing you user name(s) and password(s).

1. The LCBO grants to the Applicant a non-exclusive, non-assignable, non-transferable license to receive and use Sales Data (as defined below) for your information and analytical purposes only, on the terms and conditions specified herein.
2. Information regarding LCBO liquor sales ("Sales Data") is made available for the duration of the LCBO fiscal year (the period from April 1 to March 31) during which the order for such Sales Data is placed. Sales Data is licensed for a per fiscal year licence fee. You may access the Sales Data that you are licensed to receive and use by accessing the LCBO's Sale of Data Web Site (the "SOD Web Site") at the URL addresses designated by the LCBO from time to time. Sales Data will be made available for each of the fifty-three (53) reporting weeks in the LCBO's fiscal year and must be licensed on an annualized basis for the then-current LCBO fiscal year. Data for each reporting week will generally be available six (6) working days after the end of such reporting week.
3. The Sales Data you will receive and the applicable license fee are specified in the order form that you submit to the LCBO. The license fee for subsequent fiscal years will be as established by the LCBO and will be invoiced after an order for Sales Data is placed. All charges due for licence fees shall be due and payable within thirty (30) days of date of invoice.
4. LCBO Sales Data reports will be available by liquor product category sets. Within each set there are multiple sub-sets. Sales Data is available on various brands of liquor sales for each brand from all LCBO stores both with respect to over-the-counter sales and sales to licensees. The LCBO product category sets available and particulars of each sub-set are described in the Information Section of the SOD Web Site. The SOD Web Site also includes a Sale of Data Record Layout, a Glossary of Terms, Customer Request Form and Data Options – Internet File Name References. Sample Data is available through the Sample Data Set Section of the SOD Web Site.
5. With your user names and passwords, you will be able to electronically access the LCBO's SOD Web Site to submit orders for Sales Data licences, to modify orders for Sales Data licences and to view Sales Data that you are entitled to receive pursuant to your Sales Data licences.
6. The LCBO reserves the right in its sole discretion: (i) to limit the time period during which access to the SOD Web Site will be made available; (ii) to modify the manner in which it makes Sales Data available; (iii) to modify the manner in which it reports and presents Sales Data; (iv) to modify the type of Sales Data that it makes available; (v) to discontinue providing Sales Data; and (vi) to cancel this agreement at any time. If the LCBO discontinues providing Sales Data, the LCBO will refund that portion of monies paid for Sales Data not yet provided as of the time of discontinuance. The LCBO reserves the right in its absolute discretion to modify in all respects its general categories of data and the sub-sets within each category.
7. Sales Data is provided to you strictly for your organization's use and may not be duplicated, transferred or provided in any medium or format, in whole or in part, to any third party without the prior written consent of the LCBO. The prior written permission of the LCBO is required for any form of publication or distribution of the Sales Data or any part thereof.
8. Sales Data constitutes proprietary information of the LCBO protected by copyright. Your subscription for all or any portion of the Sales Data is solely on the basis of the terms and conditions contained herein, for the purposes specified herein and you do not acquire any interest in such Sales Data otherwise than as specified herein.
9. You may apply for user names and passwords for more than one individual. Each such user name and password is to be used by a single person in your organization. You agree that you will keep your user names and passwords confidential. You are responsible for the security of your user names and passwords. Your user name and password will enable a user to obtain access to all of the Sales Data licensed by you that the LCBO may make available from time to time and to make full use of all related features. You authorize us to provide access to your Sales Data to anyone using your user names and passwords.
10. You are responsible for: 1) all activities that occur using your user names and passwords, 2) notifying the LCBO of any unauthorized use of any of your user names or passwords. You agree to notify the LCBO promptly of any changes in the registration information at the beginning of this agreement to ensure that it is kept accurate and complete. You will ensure that you maintain in place commercially reasonable procedures to prevent unauthorized use of your user names and passwords or unauthorized access to the Sales Data that you are licensed to receive.
11. The LCBO is authorized to accept and act upon any request to change your authorized users (such as request to add additional authorized users for your organization) received from you in writing, provided however, that the LCBO is not required to change your authorized users unless such request is submitted in the form of a revised APPLICATION AND AGREEMENT LCBO Sale of Data System Program or such other form as is satisfactory to the LCBO.
12. LCBO will make reasonable efforts to ensure the accuracy and quality of Sales Data. However, the LCBO does not guarantee that Sales Data is accurate or complete or current or error-free at all times. Sales Data is provided for informational purposes only. The LCBO is not responsible for any error in Sales Data. The LCBO will not be responsible for any error, interpretive error or erroneous conclusions drawn as a result of your use of Sales Data.
13. THE LCBO SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE ACCESS TO SALES DATA OR THE SOD WEB SITE FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, SYSTEMS FAILURE OR TECHNOLOGICAL FAILURE OF THE LCBO'S SOD WEB SITE OR THE INTERNET OR ANY OTHER FAILURE OUTSIDE OF THE LCBO'S CONTROL. YOUR EXCLUSIVE REMEDY AGAINST THE LCBO FOR ANY ERROR IN THE SALES DATA IS LIMITED TO THE CORRECTION OF ANY ERRONEOUS SALES DATA. IN NO EVENT WILL THE LCBO BE LIABLE FOR DAMAGES IN RESPECT OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, EVEN IF THE LCBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED BUSINESS OPPORTUNITIES OR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY. THE WARRANTIES OF THE LCBO HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
14. You will not access or try to access restricted areas of the LCBO's computer system or perform or try to perform functions that are not authorized under this agreement or to disrupt, impair or interfere with the LCBO's computer system. If the LCBO reasonably suspects that you are doing so or attempting to do so, then the LCBO may, without notice, suspend your access to the SOD Web Site to allow the LCBO to investigate or the LCBO may cancel this agreement without notice to you.