



Terms & Conditions

These terms and conditions ('Terms') govern the users ('you' or 'your') use of the website www.ThatHappyCompany.com ('Website') and your relationship with That Happy Company. Please read the Terms carefully as they affect your rights and liabilities. If you do not agree to these Terms, you are not permitted to access or use the Website. Minors or people below 19 years old are not allowed to use this Website. If you have any questions or concerns regarding these Terms then please contact us.

1. Agreement:

By using the Website you agree to be bound by these Terms.

2. Amendments:

We reserve the right to update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; and modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

3. Registration:

You warrant that the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity. The products purchased on this site are for private and domestic use only and are not for resale. You will notify us immediately of any changes to the personal information by emailing our customer service representatives at Oshawa@ThatHappyCompany.com

4. Privacy Policy:

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy. When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your full name, date of birth, email address, billing address, delivery address, credit card, and/or other information. We confirm that this information will be held securely and in compliance with industry standards.



5. Your Security:

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process. We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your cooperation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities. By accepting these terms and conditions you consent to such checks being made. All information provided by you will be treated securely.

6. Compliance:

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website:

- Any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and
- Any material which is defamatory, offensive or of an obscene character

7. Indemnity:

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

8. Third Party Links:

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites or for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.



9. Orders:

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order. Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit card, debit card or (ii) dispatch the goods to you or commence the services, whichever is the later. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorized access to any data provided by you when accessing or ordering from the Website.

The products sold on the Website are not for re-sale or distribution. The products sold on the Website are for personal recreational use only. You are limited to purchases that are in full compliance of the Cannabis Act and Alcohol and Gaming Commission of Ontario (AGCO) Guidelines. The legal personal carry limit of legalized recreational cannabis is 30 grams per person. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision and/or any AGCO Guidelines or cannabis laws.

You will assume the risk for the products once they have been dispatched out to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified.

10. Same Day Delivery Service:

We are currently offering FREE SAME DAY CANNABIS DELIVERY* to private residential addressed in select municipalities across the province of Ontario including Vaughan, Richmond Hill, Thornhill, Markham, Unionville, Pickering, Ajax, Whitby, Brooklin, and Oshawa.

Delivery hours are from 2pm to 8pm. To ensure delivery on the same day, please make sure to place your order online before 12:00pm Eastern Time. Orders received after 12:00pm Eastern Time may be delivered on the next business day or, in the event of black out delivery days or holidays, the next delivery day.



FREE SAME DAY DELIVERY* is available only on orders over \$65 (before taxes and fees). Orders \$64.99 (before taxes & fees) or less are subject to a \$12.00 Delivery & Handling Fee. Delivery & Handling Fees are non-refundable. No exceptions.

During the checkout process, please ensure that you provide your full name, phone number, email, and full delivery address at checkout. Once we receive your order, we will contact you with an ETA and the next steps.

Due to the very strict cannabis delivery guidelines, you are required to meet the driver at the front door. You must have the payment card used for purchase and matching valid government-issued photo ID ready to show the driver. Acceptable forms of photo ID are an Ontario Driver's License, Ontario Purple ID Card, or Canadian Passport. Ontario Health Cards are not accepted.

11. Refund Policy:

Please note that all products are very carefully inspected for quality, assortment, and proper packaging prior to shipment. However, manufacturers may screw up, shipping carriers can err, and yes, even we might make a mistake from time to time. Nobody is perfect, and we know that. It is important that you check your order or items upon receipt and always before use.

All sales are final. No exchanges. No refunds. No returns. No exceptions. Our Refund Policy is part of, and should be read in conjunction with, our Terms and Conditions. Policy details are subject to change without notice.

If your order contains a product with a manufacturing defect, please contact us immediately at Oshawa@ThatHappyCompany.com. Please ensure that you do not tamper with the product and keep the original packaging and original receipt. Our professional Budtenders will try to help make it right.

12. Price and Payment:

All prices shown on the Website are in Canadian Dollars and are subject to Ontario Harmonized Sales Tax (HST). Prices are correct at the time they are entered on to the system. We reserve the right, however, to change prices at any time without notice.

Payment can be made by any major credit card or debit card. Full payment will be debited and cleared from your account before the dispatch of your order. In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to



sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered, we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods, then you will receive a full refund.

You confirm that the credit card or debit card account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorize payment to us we will not be liable to you for any delay or non-delivery.

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value.

Please familiarize yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by emailing our customer service department at Oshawa@ThatHappyCompany.com.

13. Eligibility to Purchase:

To be eligible to purchase goods on this Website and lawfully enter into and form contracts on this Website you must be 19 years of age or over; and register your real name, address, phone number, e-mail address any other details requested.

By offering to purchase goods and services you represent to us that you are 19 years of age or over and authorize us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorization and to authorize individual purchase transactions.

14. Intellectual Property:

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors you may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify copy or distribute or use for commercial purposes any of the materials or content on the Website.

15. Limitation of Liability:

Notwithstanding any other provision in the Terms, nothing in these Terms: affect or limit your rights as a consumer; or will exclude or limit our liability for death or personal injury resulting from our negligence. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

We will try to ensure that material included on the Website is correct, reputable and of high quality, but we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we can. In particular, we disclaim all liabilities in connection with the following: Incompatibility of the Website with any of your equipment, software or telecommunications links; Technical problems including errors or interruptions of the Website; unsuitability, unreliability or inaccuracy of the Website; and failure of the Website to meet your requirements. To the full extent allowed by law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without Limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.



16. Severance:

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

17. Waiver No Waiver:

By us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

18. Entire Agreement:

These Terms form the entire basis of any agreement reached between you and us.

19. Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the law and any disputes will be decided only by the Provincial Courts of Ontario and/or Federal Courts of Canada.

20. Reviews:

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant That Happy Company and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to That Happy Company, including the execution of deeds and documents, at the request of That Happy Company.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to That Happy Company:

1. The content and material is accurate;
2. Use of the content and material you supply does not breach any applicable That Happy Company guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify That Happy Company for all claims brought by a third party



against That Happy Company arising out of or in connection with a breach of any of these warranties.

21. Bonus Products and Promotions:

1. When we offer a free gift with an eligible purchase, we will only provide one free gift per transaction (irrespective of how many products are purchased). The free gift is subject to availability and we reserve the right to change the free gift for a gift of equivalent value.
2. In order for us to facilitate the provision of a free gift, it may be necessary for us to include the free gift on our site at a nominal value. For the avoidance of doubt, you are not entitled to 'purchase' the free gift without purchasing the product it is provided free with and any attempt to 'purchase' the free gift will be cancelled (notwithstanding any automated communication you may receive acknowledging your order). In the unlikely event that the free gift is dispatched to you, you shall be obliged to return the free gift upon written request.

22. SMS and Email Marketing:

At That Happy Company, we value your privacy and are committed to providing transparency about how we communicate with you. This SMS & Email Marketing Policy explains how we collect, use, and manage your contact information for marketing purposes, and how you can manage your preferences at any time.

By subscribing to our email or SMS marketing lists — through our website, checkout process, in-person sign-up, or other consent-based forms — you agree to receive promotional messages, updates, and special offers from us.

By joining our Smile High Club and/or availing of any Smile High Club member pricing and/or discounts or promotions, you agree to receive promotional messages, updates, and special offers from us.

You may receive:

- Product updates and new arrivals
- Exclusive promotions or discounts
- Event invitations or announcements
- Order and shipping updates (transactional messages)

Note: Transactional messages are not considered marketing and may still be sent even if you unsubscribe from promotional content.



We may collect your email address, mobile number, and other information when you create an account or make a purchase, subscribe via forms or pop-ups on our website, participate in contests, surveys, and/or giveaways, join our Smile High Club, follow us on any of our social media platforms, or contact our customer service team.

You are always in control of your communication preferences. Email: Click the "Unsubscribe" link at the bottom of any email we send. SMS/Text: Reply STOP to unsubscribe. Once unsubscribed, you will no longer receive promotional communications, but you may still receive transactional or legally required messages.

Your contact information is securely stored in compliance with AGCO Guidelines and industry standards. We may use trusted service providers to manage communications on our behalf. These partners are bound by strict confidentiality and data protection agreements.

We aim to send only relevant and valuable messages. Email frequency is typically 1–3 times per week. SMS/Text frequency is typically up to 1-3 times per week. We respect your inbox and strive to keep our communications meaningful.

If you have questions or concerns about this policy or your subscription, please contact:

Email: Oshawa@ThatHappyCompany.com

Mailing Address: 911 Simcoe Street North, Unit A, Oshawa, ON, L1G4W1

23. Website Policies:

Please review all of our policies, such as our Privacy Policy and Refund Policy, posted on the Website, www.ThatHappyCompany.com. These policies, along with the Terms, also govern your use of the Website. We reserve the right to make changes to our Website, policies, and these Terms at any time. Any changes or revisions will be effective immediately upon their posting on the Website. Your use of the Website will be subject to the version of the Terms posted on this Website at the time of such use. Accordingly, you are advised to review the Terms prior to using the Website. By using the Website following the posting of any changes and/or revisions, constitutes your acceptance of such changes and/or revisions. If you do not agree to any changes and/or revisions to the Terms, you are not permitted to use the Website and must discontinue use of the Website immediately.