

## Terms of Use

This website [MMJP](#) (“**Website**”), is owned and operated Medical Marijuana Practitioners Inc. (herein “**MMJP**” or “**us**” or “**we**” or “**our**”) is subject to the following terms and conditions of use, as amended from time to time in accordance with the terms described (collectively, “**Terms of Use**”). These Terms of Use were last updated on Feb 2<sup>nd</sup>, 2019. The Terms of Use, our [Privacy Policy](#), together with any additional terms, conditions or disclaimers found on the Website (collectively, the “**MMJP Policies**”) should be reviewed in detail. The MMJP Policies are a legal agreement between and apply to every person who accesses and uses the Website, including, without limitation, site visitors, patients, merchants, vendors and/or contributors of content (“**you**”) and MMJP. In order to purchase our products (“**Product**”) through the Website, you will be required to register for an account and agree to the MMJP Policies. If you are a visitor to this Website, by accessing and using this Website you agree to be bound by and comply with all of the MMJP Policies. If you do not agree with any of the MMJP Policies, you are not authorized to access or use the Website or any of its services, including, without limitation, ordering any Product.

### Your Privacy and Personal Information

Any personal information provided to us through the Website may be collected, used and/or otherwise disclosed by us in accordance with our Privacy Policy. You acknowledge that you have read, understood and agree to the terms of the Privacy Policy. You consent to your healthcare practitioner named in the Medical Document disclosing required personal health information to MMJP for the purposes of complying with the requirements of **The Cannabis Act** of Canada. You understand and agree that a copy of this consent & registration application may be provided to the healthcare practitioner. MMJP is committed to helping both patients and doctors better understand the benefits and utility of cannabis as a medical tool, for a variety of ailments. We use voluntary, aggregated, and anonymous health data as a part of that research program. As a MMJP client you are under no obligation to participate, and if you would like your data to be excluded from this research program, you can opt-out. If you would like more information about our research program, please feel free to contact us as indicated in our [Privacy Policy](#).

### Your Warranties to MMJP

You represent and warrant that you (i) will only use the Website for lawful purposes and not for any unauthorized purpose or in contravention of any applicable law or regulation, including, without limitation, the Cannabis Act of Canada issued pursuant to the Canadian Controlled Drugs And Substances Act; (ii) are a resident in Canada and at least the age of majority in the state or province in which you reside and are legally capable of entering into a binding contract; and (iii) will not attempt to circumvent or otherwise interfere with the Website’s security features or gain unauthorized access thereto. In the event that you purchase Product through us, you represent and warrant that you will only use it as prescribed by your doctor and will not re-sell or otherwise distribute any portion of it to any other person.

### Healthcare Practitioners

In the event that you request or register for certain services provided on the Website which are restricted to qualified “Healthcare Practitioners” (as such term is defined in The Cannabis Act), you represent and warrant that you: (i) are not named in a notice issued under Section 59 of the Narcotic Control Regulations that has not been retracted under Section 60 thereof; and (ii) satisfy any and all applicable legal requirements relating thereto.

### Use of the Website

Your right to use the Website is personal to you and you are expressly prohibited for allowing any other person to use your account. Similarly, you are expressly prohibited from using any Website account other than your own. You are required to safeguard your account password and not provide it to any other person. In the event you suspect that another person has utilized your account or the security of your account has otherwise been breached, you agree to notify us immediately. You acknowledge that you alone are responsible for your account and any and all activity in the use thereof. You agree that we shall be relieved of any and all liability to you or to any other persons for any use of your account, regardless of whether such use is authorized or unauthorized. The existence of your account and any information provided to us in connection therewith may be accessed and/or otherwise disclosed by us in the event that we are required to do so by law or in the event that we have reasonable grounds to believe that such access and/or disclosure is required in order to: (i) comply with any legal obligations (including those set out in any legal documents, directives, demands and/or court orders); (ii) protect the rights, property or safety of MMJP, its patients and/or the general public; and/or (iii) enforce any of the MMJP Policies. We retain the right to refuse, cancel or terminate your registration at any time as we may determine in our sole and unfettered discretion in the event that we have reasonable grounds to believe that false, inaccurate, or misleading documentation and/or other information has been submitted in connection with such registration or any request to amend same or you are otherwise ineligible to be registered for any reason whatsoever. You acknowledge and agree that the MMJP Parties shall be relieved from any and all losses, liabilities, claims, demands, threats, actions, proceedings, expenses and/or damages of any kind (collectively, "**Claims**") arising from any Cannabis Act registration which is refused, revoked or terminated. You further acknowledge and agree that you shall be bound by any and all additional terms and conditions imposed by such Cannabis Act registration, which additional terms and conditions shall be paramount in the event of any conflict or inconsistency with the Terms of Use. You may not assign these Terms of Use or your registration to any person. Any copying, republication or redistribution of any part of the Website, including by caching, framing, deep-linking or similar means, is expressly prohibited.

## Participation in Programs

You consent to receive invitations from MMJP to participate in surveys, studies or other research projects relating to your use of Products or services offered by MMJP which may be conducted by MMJP or by third parties. This research may be directed to improving MMJP services, or to better understand the medicinal uses of cannabis products, generally. Participation in any such research project will be entirely voluntary and your personal information will not be used or disclosed in any such research project without your express consent. You may withdraw consent to receive such invitations at any time by unsubscribing in the manner provided in communications you receive from us or by contacting us by email at [support@mmjp.ca](mailto:support@mmjp.ca), by mail at MMJP, 484 Garrison Rd., Fort Erie, Ontario, L2A 1N2, or by phone at 905-994-9417.

## Payment

You agree to pay for all Products, plus applicable taxes, purchased from the Website. Payment may be made by credit card or money order. If you are paying by credit card online, your payment will be processed by our third-party payment processor, Square, Inc. Please see our Privacy Policy for a description of your information that we may share with our payment processor in order to process your payment. In the event that your insurer or other similar entity provides coverage for a portion of the price of your order, you will be required to pay the balance at the time of purchase. You hereby acknowledge and agree that you shall at all times remain fully liable for the entire cost of the Products that you purchase from us. We retain the right to do whatever is necessary in order to collect any unpaid balances from you, including, without limitation, to invoice any outstanding amounts to any credit cards associated with your account, without further notice to you. In the event that your insurer or other similar entity (an "**Insurer**") provides you with coverage for the purchase of any of our Products, and provided that we obtain approval from your Insurer to do so, we may elect, as we deem appropriate, to invoice your Insurer directly for a claim (an "**Insurance Claim**") on your behalf for all or a portion of the cost of such Products. Any such Insurance Claim shall be subject to any limitations imposed by your Insurer. In such event, you

hereby consent to the disclosure by us of any information as your Insurer may require in obtaining such approval and/or processing an Insurance Claim on your behalf.

### **Information on the Website**

### **Product Availability and Pricing**

The Products offered for sale on the Website may include Products that are specifically offered as consumption aids. Please be advised that none of such Products, if any, are approved medical devices as defined in the Food and Drug Act and/or the Medical Devices Regulations and we accordingly make no representation or warranty regarding the suitability or efficacy of same for any medical or therapeutic purpose. You acknowledge and agree that in the event that we have reasonable grounds to believe that you have made an order in contravention of applicable law, we are entitled to cancel your order and notify the applicable authorities, while reserving our right to pursue any other available rights and remedies against you at law.

### **Shipping Policy**

Orders received and accepted prior to 1:00 p.m. (Eastern Standard Time) on any business day (the “**Cut-Off Time**”) will typically be processed and shipped on the same business day. Orders received and accepted following the Cut-Off Time will typically be processed and shipped on the immediately following business day. We shall not have any liability to you or any other person in the event of any failure to ship within such designated ship times or to be delivered to you in any specific period of time. All of our Products are shipped in courier packages to the shipping address associated with your account in accordance with the requirements of The Cannabis Act. No package from our facility will disclose its contents or indicate its origin in order to ensure that our patients’ privacy will be highly safeguarded. None of our Products will be shipped to patients who reside outside of Canada.

### **Return and Exchange Policy**

MMJP is not able to accept shipment returns of any of its Product. If you are experiencing an issue with the Product you purchased, please contact our supplier at [cs@tvape.ca](mailto:cs@tvape.ca) or call 1-855-234-8273.

### **Conditions Relating to Changes to the Website**

Subject to our obligations pursuant to The Cannabis Act, we reserve the right to refuse to sell any of our Products to any person, as we may determine in our sole and unfettered discretion. We further reserve the right to make any changes to the Website as we deem appropriate without further notice to you, including, without limitation, cancelling, modifying, suspending or discontinuing any feature thereof and/or any of the Products or services provided thereby. The use of our Website may be subject to any additional rules and regulations that we may impose from time to time as we deem appropriate.

### **Errors**

While we use reasonable efforts to prevent this from happening, the Website may contain spelling, grammatical or other typographical errors or pricing errors and other errors, inaccuracies or omissions

(collectively, “**Errors**”). We reserve the right to remedy any such Errors and to modify any information on the Website at any time, without prior notice, but are not obligated to do so. We further reserve the right to cancel or refuse to fulfill any order made on the Website based on any such Errors, subject to applicable law.

## **Links**

Any links from the Website to other websites are provided for convenience only. MMJP does not review, endorse, approval or control, and is not responsible for any sites linked from the Website, the content of those sites or the products or services provided. Your access and viewing of any third-party sites is conducted at your own risk. You are strongly advised to check the terms and conditions of use and the privacy policies of these external portals or websites before entering or making use of them. If you wish to create a hyperlink to this Website please contact [support@mmjp.ca](mailto:support@mmjp.ca). No “deep links” into the Website are permitted. By linking (to the extent permitted), you agree that MMJP may require the link to be removed if, in MMJPs’ sole opinion, any aspect of the linking portal or website, its content or any other matter relating to the link is objectionable to MMJP.

## **Disclaimer of Warranties**

The Website, including any content made available on or through the Website, and all Products are provided on an “as is” and “as available” basis. To the maximum extent permitted by law, MMJP expressly disclaims all warranties and conditions of any kind, express, implied or collateral, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. We do not warrant the accuracy or completeness of any content accessed through the Website. Information that is periodically updated may not be current at the moment you visit the Website and may contain errors. We make no warranty that the Website or any Products will meet your requirements; that the operation of the Website will be uninterrupted, timely, secure, or error free; that messages or requests will be delivered; that defects will be corrected; or that the Website is free of viruses or other harmful components. Your use of the Website and its content is at your sole risk. You are responsible for verifying any content before relying on it. For greater certainty, you agree that all risk associated with the use of, or reliance on, any content of the Website rests with you. You further agree that we will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any content of the Website. We are not responsible for errors or delays or failures in transmission over the Internet or any wireless network or errors or delays or results caused by or attributable to the use of or reliance on any third- party smartphone or similar device or technology. If you are dissatisfied with the Website or with any Products, you agree that your sole and exclusive remedy shall be to discontinue using the Website and any such Products. Some jurisdictions do not permit limitations on or exclusions of certain implied warranties, or the exclusion or limitation of certain damages; therefore the above limitations may not apply to you in certain circumstances.

## **No Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE MMJP PARTIES BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS WEBSITE, THE PRODUCTS, YOUR USE, INABILITY TO USE, OR THE RESULTS OF USE OF, THE WEBSITE OR ANY PRODUCTS (OR ON YOUR RELIANCE ON ANY CONTENT OR PRODUCTS), ANY WEBSITES LINKED TO THE WEBSITE, OR THE CONTENT OF THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT MMJP IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO YOU AND THE FOREGOING LIMITATIONS AND EXCLUSIONS NOT ENFORCEABLE, THEN

MMJP'S TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00). THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE WEBSITE, PRODUCTS AND ANY CONTENT PROVIDED IS ASSUMED BY YOU.

### **Indemnification**

You agree to defend, indemnify and hold harmless the MMJP Parties from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from or in any connection with your (or any user of your account's): (a) breach of these Terms of Use; (b) your access to, use of or reliance upon the Website, including in connection with any Products offered and procured through the Website; (c) uploading to or other provision of or disclosure to MMJP of any registration data or any other information or data and the use of same by MMJP or other person as contemplated hereunder; (d) any breach of applicable law; (e) uploading of any information or content to the Website, including to the extent resulting in the breach of a third-party proprietary or privacy right. We shall provide notice to you of any such claim or losses and shall reasonably assist you, at your expense, in defending any such claim.

### **No Waiver**

MMJP's failure or delay to enforce any of the terms and conditions under these Terms of Use shall not operate as a waiver of any of MMJP's rights or privileges under these Terms of Use

### **Severability / Electronic Documents**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. This electronic document, and all other electronic documents referred to or incorporated herein, will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; and (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents. A printed version of these Terms of Use and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Revisions and Updates**

MMJP may, at any time, revise these Terms of Use by providing you with notice by email at the address you provided as part of your registration; provide you with the opportunity to review the amended Terms of Use; and require that you accept the amended Terms of Use prior to being permitted to continue to access and use the Website. Your agreement to the amended Terms of Use shall become effective at the time you indicate your agreement to MMJP.

### **Language**

English shall be the language of this Website and all transactions occurring in connection with it. You waive any right to use and rely upon any other language or translations. Il est de la volonté expresse des parties que le présent website et tous les affaires qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

## **Trademarks**

All product, brand and company names and logos and trademarks displayed on the Website are the trademarks of MMJP (or its suppliers or third-party licensors). Any use of any of the marks appearing on the Website without the express written consent of MMJP is strictly prohibited.

## **Governing Law and Disputes**

The Website and its contents are designed to comply with Canadian laws and regulations. Although the information on the Website is accessible to users outside of Canada, it and its content and use are intended for access and use by Canadian residents only. The Website is administered by MMJP from a location in Ontario, Canada. You acknowledge and agree that your use of the Website and all of the communications, transmissions and transactions associated with the Website and the provision of Products shall be deemed to have occurred in the Province of Ontario, Canada, and you and MMJP agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and that the law of the Province of Ontario is the proper law. The parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder. You agree with MMJP that, in the event that there is a dispute under the MMJP Policies, such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and each party hereby waives any right to trial by jury.

## **Contact / Notices**

All notices and communications by or to a party shall be in writing and shall be deemed to have been duly given when made via e-mail to [support@mmjp.ca](mailto:support@mmjp.ca) for notices to MMJP, or to the e-mail address that you provided to MMJP as part of registration for notices to you.