

Earth Mama's Apothecary Ltd. Terms, Conditions and Waivers

Please read these terms, conditions and waivers ("the Terms") carefully before using our products and website. These terms apply to all users of Earth Mama's Apothecary Ltd. And your access to and use of our products and website constitutes your agreement to these Terms and is conditional upon your acceptance and compliance with same. We may amend these Terms at any time without notice and subject to our sole and absolute discretion. The amended Terms become effective immediately and you will be bound by the amended Terms at that time. We may impose additional rules or limits on the use of our products or website. You agree to review the Terms regularly and your continued access or use of our website and products will mean that you agree to said changes.

USE OF PRODUCT

Earth Mama's Apothecary Ltd. is a small, unique and artisanal business. We offer traditionally-crafted herbal medicinal ointments and one-of-a-kind crafts. Our medicinal ointments are made from (greenhouse-grown) herbs that comply with Health Canada regulations regarding safety and efficacy when used according to directions, and said herbs are supplied to us with Certificates of Analysis which demonstrate that they have been tested to conform to the allowable limits (as deemed by Health Canada) of heavy metal, chemical and microbial contamination. Our unique one-of-a-kind crafts are made using herbs that are organically grown or wildcrafted from plants in local forests and natural habitats.

The products offered by Earth Mama's Apothecary Ltd. are only intended to be used for the purposes stated herein on our website and we do not make any recommendations, either explicit or implied, as to the suitability of our products for other uses. The information provided for our products and their intended use does not constitute and shall not be construed as medical advice. The use of our products is at your sole risk and you assume full responsibility for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or cause of action, or loss revenue, loss profits, loss business or sales or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise arising from your use of, or the inability to use, or the performance of our products, even if we are advised of the possibility of such damages.

PRODUCTS OR SERVICES

Price and availability of any product is subject to change without notice, and we will not be responsible for any inaccuracies in the prices or descriptions of products. Unless otherwise indicated, prices displayed on our website are quoted in Canadian Dollars. We reserve the right, in our sole discretion, to refuse orders, including without limitation, orders that appear to be false or fraudulent such that we will be entitled to cancel the order and inform the relevant authorities.

We further reserve the right to refuse service to anyone, at any time for any reason. We reserve the right to make any modifications to the products or website, including terminating,

changing, suspending or discontinuing any products or any aspect of the website at any time without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or products or for any service, content, future product offered through our website.

RETURN AND EXCHANGES

At Earth Mama's Apothecary Ltd., we want you to be completely satisfied with your order. If our product does not meet your expectations, you can return unopened, sealed merchandise in the original packaging within thirty (30) days of the date of your purchase with original receipt.

We can only exchange a product if it is defective or damaged. In the event that you believe that a product is defective, you should contact us promptly no later than thirty (30) days from the date of your purchase, with details of the product and the alleged defect. Once the damaged item is returned and inspected by us, and we agree that the product in our sole and absolute discretion is defective, we will gladly ship you a replacement.

Refunds and exchanges will be subject to our refund and exchange policy in effect at the time that the transaction is made. You agree to pay all charges that may be incurred by you or on your behalf through our website, at the price that is in effect from when the charges are incurred, including but without limitation all shipping and handling charges. You are also responsible for any taxes that may be applicable to your transactions.

If you receive an incorrect item due to company error, please contact us and we will promptly send you a replacement. If we request that the incorrect item be returned, we will gladly cover the shipping costs for the return and provide the shipping label.

SERVICE IN CANADA

Our website is not intended to be subject to the laws or jurisdiction of any other province, territory, state or country other than those of the Province of Ontario, Canada. Unless otherwise specified, the materials made available through the website are presented solely for the purpose of providing products and services available in Ontario, Canada. We make no warranty or representation that the website, or any product, service or materials made available through the website, are appropriate or available for use in other locations. Those who choose to access the website from other locations other than Ontario, Canada do so on their own initiative and risk and are responsible for compliance with local laws, rules and regulations if and to the extent local laws, rule and regulations are applicable.

LINKS TO THIRD PARTY WEBSITES

Links from or to websites outside our website are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our

website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with same.

YOUR PERSONAL INFORMATION

We are committed to maintaining the accuracy, confidentiality, and security of your personally identifiable information (“personal information”). We collect, use and disclose personal information to provide you with the service you have requested and to offer you additional products and services we believe you might be interested in. Your personal information will only be retained for the period of time required to fulfill the purpose for which it was collected or as required by law. Your personal information will be maintained in as accurate, complete and up-to-date form as is necessary to fulfill the purposes for which it is to be used.

Personal information will be protected by security safeguards that are appropriate to the sensitivity level of the information. We will take all reasonable precautions to protect your personal information from any loss or unauthorized use, access or disclosure.

Upon request, you will be informed of the existence, use and disclosure of your personal information, and will be given access to it. You may verify the accuracy and completeness of your personal information and may request that it be amended, if appropriate. However, in certain circumstances permitted by law, we will not disclose certain information to you. For example, we may not disclose information relating to you if other individuals are referenced or if there are legal, security or commercial proprietary restrictions.

INDEMNIFICATION

You agree to defend and indemnify us, and hold us and our respective directors, officers, agents, contractors, suppliers, employees, affiliates, successors and assigns against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with the use of our website, our products, your violation of the Terms stated herein, or the posting or transmission of any materials on or through the website by you, including but not limited to, any third party claim relating to information or materials provided or used by you that infringe upon any third party proprietary rights.

GENERAL TERMS

These Terms shall be governed by and construed according to the laws of the Province of Ontario, Canada. Any disputes, actions and proceedings arising out of or relating to the Terms, use of our products, or our products and services offered on our website will be resolved in accordance with the laws of the Province of Ontario, Canada without regard to its conflict of law rules, and all said disputes, actions and proceedings shall be brought before the courts of the

Province of Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

There are not, and shall not, be any statements, representations, warranties, undertakings or agreements between you and us in relation to the subject matter of the Terms, whether oral or in writing, and you and we acknowledge that you have not relied on any said statement, representation, warranty, undertaking or agreement by agreeing to these Terms.

It is intended that all provisions of these Terms shall be fully binding and effected between you and us, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then such particular provision or provisions or part of the provisions shall be deemed severed from the remainder of the Terms and all other provisions of the Terms shall remain in full force and effect.

Any headings and titles herein are included for convenience only.