



## **Terms and Conditions**

Last updated February 2018

Please carefully review the terms of use of this site.

### **1. General**

The website at [unitedgreeneries.ca](http://unitedgreeneries.ca) (the "Site") is provided to you by United Greeneries Ltd. ("UGL") d/b/a United Greeneries ("United Greeneries"). Your use of the Site is subject to the following terms and conditions, as may be amended from time to time (the "Terms"). If you do not agree to these Terms, please do not use the Site. In order to access and use the services provided on the Site (the "Services") or to purchase any product offered for sale through the Site (the "Products"), you must register for an account (an "Account") and agree to these Terms and our Privacy Policy.

### **2. Not Medical Advice**

The Site, including any webpages, text, images, sounds, software, and other data or information contained in the Site (the "Content"), is provided for general informational purposes only, does not constitute a representation as to the efficacy of any of the Products and is not intended to provide, or to be a substitute for, professional medical advice. Always seek the advice of a physician or other qualified health care practitioner for any questions you may have about any illness or other condition, including the suitability or effectiveness of any particular course of treatment. Never disregard any professional medical advice because of anything you read on the Site.

If you think you may have a medical emergency, call your doctor or 911 immediately.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNITED GREENERIES IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER AND HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE SELECTION, ADOPTION OR IMPLEMENTATION OF ANY PARTICULAR COURSE OF TREATMENT FOR ANY ILLNESS OR CONDITION.

### **3. Acceptance**

By proceeding to the next stage of the registration process for an Account, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT COMPLETE THE REGISTRATION PROCESS FOR AN ACCOUNT. IF YOU HAVE ANY

QUESTIONS OR CONCERNS ABOUT THESE TERMS, PLEASE CONTACT UNITED GREENERIES AT [customerservice@unitedgreeneries.ca](mailto:customerservice@unitedgreeneries.ca)

#### **4. Eligibility**

The Site and Services are only intended for use by residents of Canada. By registering an Account and using the Services, you represent and warrant that you are ordinarily resident in Canada.

The Site and the Services are not intended for use by minors. For the purposes of these Terms, a “minor” is someone who has not reached both: (a) the age eighteen; and (b) the age of majority in the applicable jurisdiction from which the Site is being accessed by the user. If you are a minor, you are not permitted to register to create an Account or to otherwise access or use the Site.

Some aspects of the Services or Products are or may be regulated under the Access to Cannabis for Medical Purposes Regulations (the “ACMPR”) and other applicable laws (respectively, the “Regulated Services” and “Regulated Products”). By registering an Account and using the Services, you represent and warrant that you are not aware of any reason why your use of the Services would violate any applicable laws.

Without limiting the generality of the foregoing, some aspects of the Services may be restricted to qualified Health Care Practitioners, as defined in the ACMPR (the “Health Care Provider Services”). If, and to the extent that, you request or register for Health Care Provider Services, you represent and warrant that you satisfy all applicable legal requirements. In particular, you represent and warrant that you are not named in a notice issued under section 59 of the Narcotic Control Regulations that has not been retracted under section 60 of those Regulations.

United Greeneries reserves the right to confirm your compliance with any or all of the foregoing representations and warranties.

#### **5. Registration and Password**

During the registration process for your Account, you are required to create a password, and user identification (a “User ID”). Your password and User ID will identify you and associate you with a specific Account. You are responsible for maintaining the confidentiality of your password, and are fully responsible for all activities that occur under your password or Account. You agree to: (a) immediately notify United Greeneries of any unauthorized use of your Account or any other breach of security; and (b) ensure that you log out from your Account at the end of each session. You agree that you are responsible for all activities performed using your Account and that United Greeneries has no liability whatsoever for any loss, liability, or damage arising from your failure to comply with this Section 5.

#### **6. Registration under the ACMPR**



In order to offer the Regulated Services to you, United Greeneries must register either you or an individual for whom you are responsible as an eligible client (the "Registered Client"), within the meaning of the ACMPR (the "ACMPR Registration"). You agree to provide all information and original copies of such documentation as United Greeneries may require for this purpose (collectively, the "Application"). You agree that the ACMPR Registration is at all times subject to the requirements of the ACMPR. You further agree that United Greeneries may refuse, cancel or terminate the ACMPR Registration at any time if, at its sole discretion, United Greeneries believes that (a) any false or misleading information or documentation has been submitted in or with an Application or a request to amend a registration or (b) you are otherwise ineligible to be registered for any reason. You agree that United Greeneries has no liability whatsoever for any loss, liability, or damage arising from any refused, canceled or terminated ACMPR Registration.

The Application may include additional terms and conditions which will apply to the Regulated Services (the "Regulated Service Terms"). You agree that your access to or use of any Regulated Services is subject to the Regulated Service Terms. In the event of any conflict between the Regulated Service Terms and these Terms, the Regulated Service Terms shall control with respect to the Regulated Services.

## **7. Use of the Site**

You may view and print out webpages from the Site for personal, informational, and non-commercial use but may not otherwise copy, reproduce, modify, collect, republish, distribute, or catalogue any of the Content without United Greeneries' consent. Except as expressly permitted by United Greeneries, you may not use the Site or any Content for commercial purposes.

## **8. Prohibited Use of the Site**

You may not use the Site or any Content for any unlawful purpose. United Greeneries makes no representation that the Site or the Services are appropriate or available for use in all locations, and accessing the Site from and/or using the Services in territories where the Site or the Services are illegal is prohibited. If you choose to access the Site and/or use the Services from such a location, you do so on your own initiative and you are responsible for compliance with applicable local laws.

You agree: (a) not to use this Site in any manner which could damage, disable, overburden or impair this Site; (b) interfere with the security of, or otherwise abuse, this Site, or any services, system resources, accounts, servers or networks connected to or accessible through this Site or affiliated or linked sites; (c) not to disrupt or interfere with any other person's use and enjoyment of this Site or affiliated or linked sites; (d) not to upload, post or otherwise transmit on this Site any viruses or other harmful, disruptive or destructive files or computer programs; (e) not to use any robot, spider or other automatic device, or manual process to monitor or copy the



web pages or the content contained at this Site; and (f) not to attempt to obtain unauthorized access to this Site or portions of this Site which are restricted from general access.

## **9. Prohibited Use of the Services and Products**

You agree not to make any unlawful use of the Services or Products. In particular, but without limiting the generality of the foregoing, you acknowledge that the Regulated Services and Regulated Products are provided solely for the personal use of a Registered Client. You agree not to offer, provide, or make available, whether in exchange for compensation or not, the Regulated Services or any associated Products to anyone other than the Registered Client or Clients associated with your Account.

## **10. Sale of Products**

United Greeneries reserves the right, in its sole discretion, to refuse orders including, without limitation, for failure to comply with the terms of the applicable ACMPR Registration. If we believe that you have made a false or fraudulent order, United Greeneries will be entitled to cancel the order and inform the relevant authorities.

Prices for all Products are subject to change, without notice. Applicable sales taxes and shipping fees will be added prior to purchase. All Products are sold only for use by Registered Clients. To the extent permitted by applicable law, United Greeneries makes no representations, warranties or conditions regarding the suitability or effectiveness of the Products for any purpose. For certainty, sections 2, 20 and 21 of this Agreement apply to the sale of all Products.

## **11. Insurance**

At your request, United Greeneries may, but will not be obliged to, seek pre-approval from any insurer or other similar entity, whether private or public, (an "Insurer") to invoice the Insurer on your behalf for covered Product or Services. If such pre-approval is granted, United Greeneries may, at its discretion, directly invoice the Insurer for a claim on your behalf for all or part of the cost (the "Covered Amount") of any Product or Service you order (a "Claim"), as authorized by, and subject to any limitations imposed by, the Insurer. You agree that United Greeneries will be entitled to disclose information to the Insurer as reasonably required to obtain such pre-approval or to process any Claim on your behalf, at your direction.

If the Covered Amount is less than the full price of the Products or Services you order, you will be required to pay the balance at the time of purchase. You agree that you are at all times fully liable for the costs of any Products or Services you purchase. If any Claim is not reimbursed in full by the Insurer, United Greeneries will be entitled to collect any unpaid balance from you including by charging the unpaid amount to any credit card associated with your Account without further notice to you.

## **12. Order Limits**

All sales are subject to availability. United Greeneries may, in its sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction.

Order quantities for Regulated Products are subject to limits under the ACMPR. No single order may exceed thirty (30) times the daily quantity specified on the applicable ACMPR registration (the “Daily Quantity”), or 150 g, whichever is less. Furthermore, cumulative orders within any thirty (30) day period may not exceed thirty (30) times the Daily Quantity. Any order which exceeds these limits will be refused.

## **13. Order Fulfillment and Delivery**

Orders placed on Monday to Friday (except holidays) will normally be processed for shipment up to 5 business days later. Our expedited shipping enables patients within metro areas to typically receive their orders within 2-3 days of shipment, pending no logistical delays.

Please note that unclaimed shipments that are returned to United Greeneries will be destroyed. Our regulatory requirements and quality standards prevent us from re-shipping returned product.

## **14. All Sales are Final – No Refunds or Exchange**

All sales are final. No return of any Products will be accepted and no exchanges will be available.

Products that are unclaimed and returned to sender cannot be re-shipped due to regulatory requirements and quality standards. Unclaimed Products will be destroyed, and no refunds or credits will be issued.

United Greeneries stands behind the quality of the Products that it sells. If you are unsatisfied for any reason, please contact us at [customerservice@unitedgreeneries.ca](mailto:customerservice@unitedgreeneries.ca) to address your concerns.

## **15. Violation of Terms**

You acknowledge that United Greeneries has the right, in its sole discretion, to terminate your access to the Site, without liability to you or any third party, if you violate any of these Terms, violate any rights of United Greeneries, interfere with any other user’s access or use of the Site, or if United Greeneries decides that your use is otherwise detrimental to the Site, United Greeneries or its suppliers or licensors. If you believe that someone has violated these Terms of Use, you may contact United Greeneries. United Greeneries may decide, in its discretion, to investigate the report and decide, in its sole discretion, to take any action relating to that report. United

Greeneries does not have any obligation or liability to you for the performance or non-performance of those activities.

## **16. Accuracy of Site Content**

All content, including but not limited to descriptions of processes to create derivatives, extractions, and other recipes derived from or incorporating the Products, is provided on an “as is” basis for informational purposes only and is subject to change without notice. While the Site is regularly updated, the Content may be inaccurate, out-of-date, or otherwise incorrect. United Greeneries assumes no liability or responsibility for any such errors, omissions or inaccuracies and make no representations about the accuracy, reliability, completeness, or timeliness of the Content. United Greeneries does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site, or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party, that appears on the Site. Under no circumstances will United Greeneries or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Site. By using the Site, you acknowledge and agree that United Greeneries and its respective affiliates, shareholders, directors, officers, and employees are not and will not be subject to any liability based on any errors or omissions in the Content, whether or not any of such persons knew or should have known of any such errors or omissions in the Content or were responsible for or participated in the inclusion or omission of the Content.

## **17. Proprietary Rights**

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### **18. Content Posted by You**

You agree you are and shall remain solely responsible for the contents of any submissions you make (the "User Content"), and you will not submit material that is unlawful, defamatory, abusive or obscene. You agree that you will not submit anything to the site that will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).

### **19. Changes to these Terms of Use and the Site**

United Greeneries reserves the right to make changes to these Terms, effective when posted, and the right to change any aspect of the Site including the right to refuse or remove any of the Content, whatever the source, at any time without any notice or liability to you.

### **20. Liability Disclaimer**

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNITED GREENERIES AND ITS AFFILIATED OR RELATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES, RELATED TO, OR ARISING FROM, DIRECTLY OR INDIRECTLY, (1) YOUR USE OR INABILITY TO USE THE SITE; (2) YOUR USE OF OR RELIANCE ON THE CONTENT CONTAINED IN OR THROUGH THE SITE; OR (3) ANY OTHER MATTER RELATED TO THE SITE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNITED GREENERIES IS NOT RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR



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FROM TIME TO TIME, UNITED GREENERIES MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT ON THE SERVICES. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR COLLATERAL, AND MAY BE MODIFIED OR DISCONTINUED AT UNITED GREENERIES'S SOLE DISCRETION. THE PROVISIONS OF THIS LIABILITY DISCLAIMER SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

THE PARTIES TO THESE TERMS ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ON LIABILITY ARE REASONABLE IN THE CIRCUMSTANCES.

## **21. Limit on Damages and Claims**

THE TOTAL LIABILITY OF UNITED GREENERIES TO YOU FOR ANY PARTICULAR CLAIM ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR THE SERVICES WITH RESPECT TO SUCH CLAIM, NOT INCLUDING THE COST OF PRODUCTS PURCHASED THROUGH THE SITE; OR (B) FIFTY DOLLARS (\$50.00). NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF UNITED GREENERIES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SITE OR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS; OR (II) FIFTY DOLLARS (\$50.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS IN THESE TERMS MAY NOT APPLY TO YOU. TO THE EXTENT THAT UNITED GREENERIES MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

## **22. Indemnification**

You agree to indemnify, defend, and hold harmless United Greeneries, and its affiliates, officers, directors, employees, agents, independent contractors, and other



partners, for any claims, causes of action, debts, losses, costs, liabilities, and expenses (including reasonable legal fees) relating to or arising, directly or indirectly, out of (a) your use of or inability to use the Site or Services, (b) your User Content, (c) your violation of any of these Terms or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules, or regulations. United Greeneries reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with United Greeneries in asserting any available defences.

### **23. Links to Third Party Sites**

The Site may contain links to third party websites. Because United Greeneries has no control over such sites, you understand and agree that United Greeneries is not responsible for the availability of such sites and that United Greeneries does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources (“Third Party Content”). You further acknowledge and agree that United Greeneries shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Content.

### **24. Governing Law, Venue, and Jurisdiction**

These Terms and your use of the Site and the Services shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and any applicable federal laws of Canada, excluding the rules of private international law that lead to the application of the laws of any other jurisdiction. The courts of British Columbia shall have the exclusive jurisdiction to hear any matter arising in connection with these Terms. You hereby attorn to the jurisdiction of the courts of British Columbia for that purpose.

Nothing in these Terms will prevent United Greeneries from seeking injunctive or other equitable relief, payment of amounts due, or enforcement of an award before any court having jurisdiction over any person or otherwise over such subject matter.

### **25. Confidentiality**

The Internet is not a secure means of communication and the privacy, integrity, or authenticity of any communication over the Internet between you and United Greeneries will not be liable for any damages you may suffer if you communicate confidential information over the Internet or if United Greeneries communicates such information to you at your request.

### **26. Terms and Termination**



These Terms will become effective upon your acceptance of these Terms by your use of the Site or the Services, or by registering an Account, and will remain in full force and effect unless and until terminated hereunder.

Notwithstanding any other provision of these Terms, United Greeneries reserves the right to terminate any Account or limit or deny your access to the Site and/or participation in any Services offered by United Greeneries at its sole discretion and to remove any inappropriate content that you submit to the Site at any time without notice to you. However, if feasible, United Greeneries will use commercially reasonable efforts to provide you with notice of termination.

## **27. Currency**

Unless otherwise indicated, all references to currency in this Agreement or on the Site are to the lawful money of Canada.

## **28. Survival**

The terms, conditions, and warranties contained in these Terms that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation, or termination of these Terms.

## **29. Entire Agreement**

These Terms constitute the entire agreement between you and United Greeneries with respect to the Site, the Content, the Services, your Account, and any information obtained through the Site by communication with United Greeneries personnel. These Terms, together with the Regulated Service Terms, constitute the entire agreement between you and United Greeneries with respect to the Regulated Services. If any provision of these Terms is held invalid, the remainder of these Terms, including the Regulated Service Terms as applicable, shall continue in full force and effect.