



TERMS AND CONDITIONS

Please read these terms of service (“Terms”) carefully as they contain important information regarding your legal rights, remedies and obligations. These include various disclaimers, limitations of liability, and a dispute resolution clause that governs how disputes will be resolved.

The website at www.fleurdeleaf.net (this “Website”) is owned and operated by Fleur de Leaf Cannabis Corporation (the “Company”, “we”, “us”, and “our”). Information contained in this Website is for information purposes only. Access and use of this Website and its related services (the “Services”) are provided to you on condition that you accept these Terms. By accessing or using this Website or the Services, you agree to these Terms. If you do not agree to these Terms, you may not access or use: (i) this Website; (ii) the Company Materials (as defined below); or (iii) any of the Services.

These Terms, this Website, including the Company Materials (as defined below), and the Services may be amended or otherwise changed from time to time without notice. For the avoidance of doubt, The Company reserves the right to: (i) revise, modify, supplement or delete any information, materials, services and/or resources contained on this Website; and (ii) make such changes without prior notification to past, current or prospective visitors. It is your responsibility to check for such changes periodically. If you do not agree with any change, you must stop using or accessing this Website. Your continued access or use of this Website or the Services after any such change is posted on this Website will constitute your acceptance of the change.

1. JURISDICTION

This Website is hosted on servers in Canada and/or the United States of America. Your access and use of this Website shall be deemed to be provided in Canada and subject to Nova Scotia law and the laws of Canada applicable therein. If you access this Website from outside of Canada, you do so at your own risk and are responsible for compliance with local, national or international laws, including, without limitation, securities laws and import and export laws. In particular, you understand that this Website, the Services or both may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

If you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by or related to this Website (including the Services), you may not: (i) enter into these Terms; or (ii) access or use this Website or the Services. By accessing or using this Website you are explicitly stating that you have verified in your own jurisdiction that your access and use of this Website and the Services is allowed.

2. USE OF THIS WEBSITE

You may only access and use this Website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any criminal law, intellectual property law, privacy law or any other applicable law or regulation. You represent and warrant that you are at least the age of majority in your jurisdiction of residence and are legally capable of entering into a binding contract.

You may not interfere with the security of, or otherwise abuse, this Website, or any system resources, services or networks connected to or accessible through this Website. You may only access or use this Website for lawful purposes. You agree that you will not attempt to, nor permit any third party to, enter restricted areas of The Company's computer systems or perform functions that you are not authorized to perform pursuant to these Terms.

While accessing or using this Website, you agree to comply with all applicable laws, rules and regulations.

You further agree not to:

- mirror or frame any part of this Website without the Company's express prior written consent; or
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of this Website, without our express prior written consent.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity this Website or the Services. For example, the Company may, without notice, temporarily suspend your, or any other party's, access to this Website (including the Services) if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as The Company may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

3. INTELLECTUAL PROPERTY

This Website (including the Company Materials and the presentation thereof) is the property of the Company and its licensors, and may be protected by intellectual property laws, including copyright law, trademark law, patent law and other laws of Canada and other applicable jurisdictions.

Subject to these Terms, you are granted a limited license only to display and print the materials and information contained in this Website (collectively, the “Company Materials”) for your own personal, non-commercial use; provided that such materials and information are not modified and that copyright and other intellectual property notices are not altered or deleted. You may not create derivative works from or otherwise reproduce, modify, republish or disseminate the Company Materials, or any element thereof, in any manner or form whatsoever. Unless you have entered into a separate agreement with the Company, any other use of the Company Materials without The Company’s written permission is prohibited.

Any unauthorized use regarding publication, copying or modification of information in any of the Company Materials, including trademarks, trade names and design marks, may violate applicable legislation and may result in legal action.

4. CUSTOMER REGISTRATION

In order to access and use certain Services (e.g. ability to place an order for Products (as defined below)), you may need to sign up for and maintain an account with us (an “Account”). If you sign-up for an Account, you represent and warrant that you will: (a) provide true, accurate, current and complete information as prompted by any registration functions on this Website (such information being the “Registration Information”); and (b) maintain and promptly update the Registration Information to keep it true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we shall have the right to suspend or terminate your Account and any or all privileges on this Website and to refuse any and all current or future use of this Website.

You are not permitted to allow anyone else to use your Account, nor are you permitted to use anyone else’s Account. You must keep your Account password confidential and you must not provide it to anyone else. You agree to immediately notify us if you suspect there has been unauthorized use of your Account or some breach of the security of your Account.

You are solely responsible for all activity that occurs using your Account. We will not be liable to you or to any third party for any use (whether authorized or unauthorized) of your Account.

You acknowledge and agree that we may access and/or disclose your Account and related information if required to do so by law or if we have a reasonable belief that such actions are reasonably required to: (i) comply with legal obligations imposed on us or any subpoenas, investigative demands, or court orders directed to us; (ii) enforce or fulfill these Terms; or (iii) protect the rights, property or safety of Truro, other users and/or the general public.

5. SALE OF PRODUCTS

From time to time, we may make certain products available for sale through this Website (“Products”). We reserve the right to refuse service to anyone, at any time, for any reason, subject to our regulatory obligations under, for example: (i) the *Cannabis Act* (the “Act”); the *Cannabis Regulations* (the “Regulations”); and (iii) any other applicable legislation.

Prices for the Products are subject to change, without notice. Unless otherwise indicated, prices displayed on this Website are quoted in Canadian dollars and do not include applicable taxes, duties or the cost of shipping.

At the time you place an order for Products, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided. You must have been issued a valid credit/debit card by a bank acceptable to the Company, and who have authorized the Company to process a charge on their credit/debit card in the amount of the total purchase price for the Products.

Please note that all orders for Products are subject to acceptance and availability. As a result, we may not always be able to fulfill an order that you place with us. We may, in our sole discretion, limit or cancel the quantities offered on this Website or limit the sales of Product to any person, household, geographic region or jurisdiction, again subject to our regulatory obligations. Please note that items in your shopping basket are not reserved until payment is finalized and may be purchased by other customers.

While we try and ensure that all details, descriptions, storage status and prices which appear on this Website are accurate, we acknowledge that errors may occur. The Company reserves the right to correct such errors. In the event of an error, the Company is not obliged to provide such a Product even though you may have ordered the same. If payment has already been made for such a Product, the Company will refund you as soon as possible.

We reserve the right, in our sole discretion, to refuse orders, subject to our regulatory obligations. If we believe that you have made a false or fraudulent order, we will be entitled to cancel the order and inform the relevant authorities in

addition to pursuing any other rights or remedies we have at law.

SUBJECT TO SECTION 7 BELOW, ALL SALES ARE FINAL.

6. SHIPPING

With respect to any cannabis purchased through the Services (“Cannabis Products”):

- the Company ships Cannabis Products by secure courier in odourless packaging as is required under the Regulations or the Act, as applicable; and
- all shipments shall be limited to Canadian addresses only: the Company will not ship any Cannabis Products internationally.

In connection with any other Product purchased through the Services (“Non-Cannabis Products”), the Company only ships such Products to addresses in Canada.

Title to any Products purchased by you and risk of loss shall pass onto you upon delivery of the Products to a shipper/carrier. The Company cannot be held responsible for packages that are undeliverable or delivered to an incorrect address due to incorrect or incomplete address information entered (customer address input error).

Packages returned to the Company as unclaimed (not picked up at local postal outlet or from a private carrier), refused (by addressee or customs), or packages returned due to incorrect address information (customer address input error) may be subject to a restocking fee if returned in resalable condition, as well as additional deductions for the original shipping charges (or equivalent if shipping charges were included in the purchase price) and any return shipping charges.

7. RETURNS AND EXCHANGES

In connection with any Cannabis Products:

- Subject to the Act and Regulations, sales of all Cannabis Products are final and the Company shall have no obligation to accept returns or offer exchanges for any Cannabis Products.
- All refunds and exchanges with respect to Cannabis Products, including in the event of a Cannabis Product recall, will be done in accordance with the Act and Regulations and all applicable provincial and municipal legislation.
- If you are not satisfied with any Cannabis Product and have reason to suspect it is defective, please contact us and we will do our best to make sure you are happy.
- If you wish to return or exchange a Cannabis Product due to any form of adverse reaction, we ask you to immediately contact the Company and we will assist you in making necessary return arrangements.

With respect to Non-Cannabis Products:

- Sales of all Non-Cannabis Products are final and the Company shall have no obligation to accept returns or offer exchanges for any Non-Cannabis Products.
- If you are not satisfied with a Non-Cannabis Products and have reason to suspect it is defective, please contact us and we will do our best to make sure you are happy.

8. ERRORS AND OMISSIONS

Although the Company believes the Company Materials to be correct at the time they are posted, The Company: (i) does not warrant the accuracy, completeness or currency of same at all times; and (ii) cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the Company Materials on this Website. Information contained in this Website does not constitute a solicitation or an offering of securities in any jurisdiction.

We have the right, but not the obligation, to correct any errors, inaccuracies or omissions and to change or update the Company Materials at any time, without prior notice to you (including after an order has been placed by you).

9. PRIVACY

We are committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who access or use this Website or the Services. Please see our Privacy Policy <http://fleurdeleaf.net/wp-content/uploads/2021/05/PRIVACY-POLICY.pdf> for further details.

You acknowledge and agree that access to and use of this Website and the Services is primarily provided via the Internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

10. COMMUNICATIONS THROUGH THIS WEBSITE

The Internet is not a fully secure medium and any communication may be lost, intercepted or altered. The Company is not liable for any damages related to communications to, or from, this Website or the Services.

11. YOUR COMMENTS

Feel free to e-mail or otherwise provide us with your comments, suggestions or feedback (“Comments”). Should you do so, you agree that: (i) the Company and its affiliates have no obligation to you or anyone else concerning such Comments; (ii) such Comments are non-confidential; (iii) the Company and its affiliates may use, disclose, distribute or copy such Comments (including any ideas, concepts or know-how contained in such Comments) for any purpose and without restriction or

obligation to you or to anyone else; and (iv) such Comments are truthful and do not violate the legal rights of others.

12. LINKS TO THIRD PARTY WEBSITES

Links from or to websites outside this Website are provided for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to this 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 linking. The Company shall not be a party to any transaction between you and any third party including any third-party advertising on this Website, and we shall not be liable for any losses or damages arising out of such interaction with any third party. Without limiting the foregoing, any link to a third-party press release, media coverage, stock exchange website or analyst coverage should not be taken as an endorsement by us of the views, analysis or projections contained in such materials.

13. DISCLAIMER

THE COMPANY MATERIALS ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE OR AN OPINION OF ANY KIND. YOU ARE ADVISED TO SEEK SPECIFIC LEGAL AND/OR MEDICAL ADVICE BY CONTACTING A PROFESSIONAL.

THIS WEBSITE, THE SERVICES, THE PRODUCTS AND THE COMPANY MATERIALS ARE PROVIDED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF THE COMPANY MATERIALS, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE SERVICES, THE PRODUCTS AND THE COMPANY MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SECURITY HOLDERS, PARTNERS OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") BE LIABLE TO YOU FOR ANY (A) INCIDENTAL, INDIRECT, PUNITIVE,

EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (EVEN IF ANY OF THE COMPANY PARTIES IS MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES), OR (B) ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS OF OPPORTUNITY IN CONNECTION WITH OR RELATED TO ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING FROM, RELATED TO, OR IN CONNECTION WITH (I) THESE TERMS, (II) THIS WEBSITE (INCLUDING ANY SITES LINKED FROM OR TO THIS WEBSITE), (III) THE COMPANY MATERIALS, (IV) THE SERVICES, (V) THE PRODUCTS, (VI) ANY PRODUCT RECALL AND (VII) YOUR ACCESS, USE, OR RELIANCE OF ANY OF THE FOREGOING, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, THE COMPANY PARTIES' TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH OR RELATED TO ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING FROM, RELATED TO, OR IN CONNECTION WITH (I) THESE TERMS, (II) THIS WEBSITE (INCLUDING ANY SITES LINKED FROM OR TO THIS WEBSITE), (III) THE COMPANY MATERIALS, (IV) THE SERVICES, (V) THE PRODUCTS, AND (VI) YOUR ACCESS, USE, OR RELIANCE OF ANY OF THE FOREGOING SHALL BE LIMITED TO THE LESSER OF: (A) TWENTY (\$20.00) DOLLARS (CAD); AND (B) THE AMOUNTS PAID BY YOU FOR ANY PRODUCTS PURCHASED BY YOU THROUGH THIS WEBSITE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FINAL EVENT GIVING RISE TO SUCH LIABILITY.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR COMPANY TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY COMPANY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

Please note that certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you; and in any such case, our liability will be limited to the maximum extent permitted by law.

15. INDEMNIFICATION

IN CONSIDERATION FOR ACCESSING OR USING THIS WEBSITE, YOU AGREE TO DEFEND AND INDEMNIFY THE COMPANY PARTIES AGAINST ANY LOSSES, LIABILITIES, CLAIMS, DEMANDS, THREATS, ACTIONS, PROCEEDINGS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) IN ANY WAY ARISING FROM, RELATED TO, OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, INCLUDING IN CONNECTION WITH ANY PRODUCTS OFFERED THROUGH THIS WEBSITE OR THE USE OF ANY INFORMATION CONTAINED IN OR OBTAINED THROUGH THIS WEBSITE, THE SERVICES, YOUR VIOLATION OF THE TERMS OR ANY APPLICABLE LAW OR REGULATION, OR THE POSTING OR TRANSMISSION OF ANY MATERIALS ON OR

THROUGH THIS WEBSITE BY YOU, INCLUDING BUT NOT LIMITED TO, ANY THIRD PARTY CLAIM THAT ANY INFORMATION OR MATERIALS PROVIDED BY YOU INFRINGE UPON ANY THIRD PARTY PROPRIETARY RIGHTS.

16. TERM, TERMINATION AND SUSPENSION

As above, the Company may, at its sole discretion, at any time and from time to time, without notice, suspend your ability to use this Website and the Services and/or terminate these Terms or any of the licenses granted hereunder. Upon termination of these Terms, you shall immediately cease and desist from all use of this Website and the Services.

Sections 10, 11, 13, 14, 15, 18, 19 – 22 will survive any termination or expiry of these Terms.

17. ENTIRE AGREEMENT

These Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms, and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

18. WAIVER

Our failure to exercise or enforce any right or provision of these 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.

19. HEADINGS

Any headings and titles herein are for convenience only.

20. ASSIGNMENT

These Terms are not assignable, transferable or sub-licensable by you except with Company's prior written consent. We may assign, transfer or convey these Terms, or any of our rights hereunder to a third party without notice to you.

21. SEVERABILITY

If any provision or part thereof of these Terms is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

22. GOVERNING LAW

Any claims or disputes arising from, related to, or in connection with (i) these Terms, (ii) this Website, (iii) the Company Materials, (iv) the Services, (v) the Products, and (vi) your access, use, or reliance of any of the foregoing (each a “Dispute”) will be resolved in accordance with the laws in the Province of Nova Scotia without regard to its conflict of law rules. Any such claims or disputes must be brought before the courts in the City of Halifax, Nova Scotia and you irrevocably consent to the exclusive jurisdiction and venue of such courts. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against the Company or its affiliates relating to any Dispute and you also agree to opt out of any class proceedings against the Company.

23. CONTACT INFORMATION

If you need to contact us regarding this Website, the Services, the Products or these Terms, please contact our team by: (i) e-mail at info@fleurdeleaf.net; (ii) phone at (902) 702-0933; or (iii) mail us at:

Fleur de Leaf Cannabis Corporation

Attention: Website Manager

PO Box 48043

Bedford, Nova Scotia

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These Terms were last updated on May 13, 2021