## **TERMS AND CONDITIONS OF USE**

- 1. **Consent to Terms and Conditions.** By using this Website, you certify that you understand and agree to be bound by the following terms and conditions (hereinafter the "Terms of Use").
- 2. **Revision to the Terms of Use.** INDIGENOUS CANNABIS STORE reserves the right to make changes to the Terms of Use anytime. Your use of this website after such changes are posted will mean that you accept such changes.
- 3. **Privacy.** INDIGENOUS CANNABIS STORE takes your privacy seriously and undertakes to strictly adhere to all applicable privacy legislation in the Province of Ontario. Furthermore, INDIGENOUS CANNABIS STORE will not share any of your personal information with a third-party unless it is strictly necessary to provide you with goods or services you have ordered from INDIGENOUS CANNABIS STORE. Please refer to INDIGENOUS CANNABIS STORE's Privacy Policy for more information.
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- 5. Authorized Use of Website. This Website is intended solely for the lawful use of receiving information from INDIGENOUS CANNABIS STORE and submitting materials to INDIGENOUS CANNABIS STORE for posting by INDIGENOUS CANNABIS STORE. The following uses, without limitation, are STRICTLY PROHIBITED:
  - 1. Obstructing or inhibiting anyone from using this Website, including but not limited, to altering or deleting any information provided through this Website by users of this Website.
  - 2. Transmitting, uploading, posting or sending by electronic mail any incomplete, false, misleading, unlawful, threatening, harassing, deceptive, fraudulent, abusive, libelous, defamatory, tortuous, obscene, vulgar, pornographic, profane or indecent

materials and information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law.

- 3. The transmission of any materials or information, software or other material that contains a harmful component such as a virus, or that in any way damages this Website or any host, or the efforts of any individual who desires to use this Website, whether by overloading, "flooding", "mailbombing", "crashing", or otherwise.
- 4. The transmission of any materials or information that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "Spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- 5. Impersonating any person or entity, including, but not limited to another member of INDIGENOUS CANNABIS STORE.
- 6. Accessing data not intended for your use or logging onto any server or account that you are not authorized to access.
- 7. Harvesting or collecting information about the users of this Website or the members of INDIGENOUS CANNABIS STORE or the use of such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.
- 6. **Termination**. You agree that at any time for any reason INDIGENOUS CANNABIS STORE may terminate your access to this Website.
- 7. Warranties and Disclaimer. INDIGENOUS CANNABIS STORE AND ITS AGENTS, OFFICERS, EXECUTIVE OFFICERS, EXECUTIVE DIRECTORS, DIRECTORS, MEMBERS, AFFILIATES, AND EMPLOYEES MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION OR MATERIALS PROVIDED ON THIS WEBSITE. THE INFORMATION AND MATERIALS PROVIDED BY INDIGENOUS CANNABIS STORE ARE PROVIDED "AS IS" AND INDIGENOUS CANNABIS STORE EXPRESSLY DISCLAIMS MAKING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FITNESS OF THE INFORMATION OR MATERIALS FOR ANY PARTICULAR USAGE OR PURPOSE, THE MERCHANTABILITY OF THE INFORMATION OR MATERIALS, ITS FITNESS, APPLICATION OR PURPOSE, ITS INFORMATIONAL CONTENT, OR ITS QUIET ENJOYMENT OR NON-INFRINGEMENT. FURTHERMORE, INDIGENOUS CANNABIS STORE MAKES NO WARRANTIES WITH REGARDS TO THE FUNCTIONALITY OR USEABILITY OF THE PRESENT WEBSITE.
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- 9. Availability of Goods. INDIGENOUS CANNABIS STORE does not warrant the availability of any goods or services listed on the Website.
- 10. **Prices.** All prices on the Website are in Canadian dollars and do not include taxes, levies, fees, or other applicable charges.
- 11. **Reliance on Website.** By accessing this Website, submitting for posting or posting materials on this Website, you agree that in no event will INDIGENOUS CANNABIS STORE be liable to you or anyone else for any decisions made, materials posted, or actions taken by you or anyone else based upon or in reliance upon the materials or information provided through this Website or posted by you. You further agree to hold INDIGENOUS CANNABIS STORE and its agents and representatives harmless against any liability for any loss, claim or damage arising from your use of any materials or information and ideas contained herein or any breach of these terms and conditions, including but not limited to, any direct, indirect, incidental, punitive or consequential damages. Furthermore, it is your responsibility before ordering any goods listed on the present Website to verify that the goods listed fit your needs and that such goods comply with, including but not limited to, all government regulations, municipal by-laws and regulations, and local building codes.
- 12. Limitation of Liability. By accessing this Website, you agree that INDIGENOUS CANNABIS STORE is not and may not be held liable for any direct, indirect, incidental, punitive, special or consequential damages arising out of or relating to use of or inability to use this Website, even if INDIGENOUS CANNABIS STORE has been advised of the possibility of such damages. Furthermore, under no circumstances shall INDIGENOUS CANNABIS STORE be liable for any injury caused to you by use of this Website, to your computer or to your data, or for any other injury, direct or indirect, sustained in direct or indirect relation with the use of this Website or with the unavailability of this Website from time to time. The use of this Website is made at your own risk.
- 13. **E-mail Harvesting.** INDIGENOUS CANNABIS STORE does not authorize "email harvesting" of any kind through this website. You are not permitted to capture email addresses posted on this site using any method, to use for personal databases, mailing lists, mass email distribution, marketing efforts and the like.
- 14. **Interpretation.** The present Terms of Use and any related document shall be governed by and construed in accordance with the laws of the Province of Ontario and INDIGENOUS CANNABIS STORE and by using this Website you agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- 15. **Gender and Number.** In the present Terms of Use, the masculine shall be deemed to include the feminine and the plural shall include the singular.
- 16. **Severability.** If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be given effect in such reduced form or structure, as may be determined, and the rest of the provisions of these Terms of Use shall remain valid and enforceable as if the severed provision had not formed part of these Terms of Use.

- 17. Non-Waiver. INDIGENOUS CANNABIS STORE's failure to insist upon strict compliance with any provision of these Terms of Use will not be deemed to be a waiver of its rights or remedies or of its right to insist upon strict performance of such term or provision or any other term or provision in the future. No waiver of any of these Terms of Use will be valid unless made in writing signed by INDIGENOUS CANNABIS STORE's authorized representative, and such waiver will not constitute a waiver of any other provision.
- 18. Language. INDIGENOUS CANNABIS STORE and you declare that they have specifically requested and do hereby confirm their request that the present Terms of Use be drafted and executed in the English language. *INDIGENOUS CANNABIS STORE et vous déclarez qu'elles ont spécifiquement demandé que les présents Termes d'Utilisation soient rédigés en langue anglaise*.