JOYLEAF’S TERMS AND CONDITIONS

Please read these Terms and Conditions (the “Terms”) carefully before using the services offered by Joyleaf and its affiliates, founders and developers (“Us”, “Our”, and/or “We”). These Terms set forth the terms and conditions of our relationship and for your use of the Joyleaf website located at www.joyleaf.ca (the "Website"), the Joyleaf mobile application (the “Application”), and all information, recommendations, and/or services provided to you on or through the Website and the Application (collectively the “Service”). References to “you” and “your” refer to you, a user of our Site, Application, and/or Service.

The following terms and conditions (the "Terms") apply to your use of the Joyleaf website located at www.joyleaf.ca (the "Website"), the Joyleaf mobile application (the “Application”), and all information, recommendations, and/or services provided to you on or through the Website and the Application (collectively the “Service”).

THE JOYLEAF WEBSITE, APPLICATION, AND SERVICE IS ONLY FOR THE USE OF INDIVIDUALS WHO ARE OF LEGAL AGE TO PURCHASE AND CONSUME CANNABIS WITHIN THEIR JURISDICTION. BY PROCEEDING TO USE THE JOYLEAF WEBSITE, APPLICATION, OR SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO PURCHASE AND CONSUME CANNABIS IN YOUR JURISDICTION.

By using or accessing any part of the Website or Application, you agree to these Terms. We reserve the right to change these Terms at any time without prior notice.

The personal information via the Website and Application will be collected, used, managed and disclosed in accordance with our Privacy Policy.

JOYLEAF IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER, WHETHER ONLINE OR OFFLINE, AND WILL NOT BE LIABLE FOR ANY INJURY, DAMAGE, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, APPLICATION, AND/OR SERVICE. WE MAKE NO GUARANTEES ON THE CREDIBILITY OF THE INFORMATION PROVIDED BY THE WEBSITE, APPLICATION, AND/OR SERVICE. BY USING THE WEBSITE, APPLICATION, AND/OR SERVICE, YOU AGREE THAT JOYLEAF SHALL NOT BE HELD LIABLE FOR ANY DAMAGE TO PERSONS, PROPERTY, OR PREMISES THAT MAY ARISE OUT OF THE USE OF THE WEBSITE, APPLICATION, AND/OR SERVICE.

USING THE APPLICATION OR SERVICE

By using the Website, Application or the Service, you are entering into a contract with Joyleaf under these Terms. In order to be able to use the Website, Application or Service, you first need to sign-up with Joyleaf. When signing-up, you are obligated to provide Joyleaf with certain personal information, including your name and e-mail address, in accordance with our Privacy Policy. Upon successfully signing-up with Joyleaf, Joyleaf will provide you with a personal account, accessible for you with a password of your choice.

In connection with your use of the Website, Application and Service, Joyleaf may send you electronic service messages. These electronic messages may be sent for various reasons, including for security purposes.

YOUR USE OF THE APPLICATION OR THE SERVICE

You warrant that the information you provide to Joyleaf is accurate and complete and that you will keep the information you have provided to Joyleaf current through the Application. Joyleaf is entitled at all times to verify the information that you have provided.

You may only access the Service using authorised means. It is your responsibility to check to ensure you download the correct Application for your device. Joyleaf is not responsible if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device. Joyleaf reserves the right to terminate the Service and the use of the Application should you be using the Service or Application with an incompatible or unauthorised device.

By using the Application or the Service, you further agree that:

• You will only use the Service or download the Application for your sole, personal use and will not resell it to a third party;

• You will not authorise others to use your account;

• You will not assign or otherwise transfer your account to any other person or legal entity;

• You will not use an account that is subject to any rights of a person other than you without appropriate authorisation;

• You will not use the Service or Application for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

• You will not use the Service or Application to cause nuisance, annoyance or inconvenience;

• You will not impair the proper operation of the network;

• You will not try to harm the Service or Application in any way whatsoever;

• You will not copy, or distribute the Application or other Joyleaf Content without written permission from Joyleaf;

• You will keep secure and confidential your account password or any identification we provide you which allows access to the Service and the Application;

• You will provide us with whatever proof of identity we may reasonably request;

• You will only use our Application or Service through an internet connection you are authorized to use;

• You are aware that when Services may require receiving or sending messages by SMS (if available in your jurisdiction), standard messaging charges (if any) will apply;

• You will not use the Service or Application with an incompatible or unauthorized device;

• You will comply with all applicable laws including, secondary legislation of the area in which you are present while using the Application or Service.

Joyleaf reserves the right to immediately terminate the Service and the use of the Application should you not comply with any of the above rules.

You understand and agree that Joyleaf may, in its sole discretion, terminate your use of the Application, refuse to offer the Service to any person or entity, and/or change its eligibility criteria at any time, for any or no reason, and with or without notice. You are solely responsible for ensuring that this Agreement complies with all laws, rules, and regulations applicable to you. You understand that your right to access the Application or the Service will be revoked where this Agreement or use of the Website, the Application or the Service is prohibited and, if that is the case, you agree not to use or access the Website, Application, or the Service in any way.

PAYMENT

The use of the Application and the Service is available to you free of charge. Joyleaf reserves the right to introduce a fee for the use of the Application and/or the Service. If Joyleaf decides to introduce such a fee, Joyleaf shall inform you accordingly and allow you to either continue or terminate your use of the Service.

INDEMNIFICATION

By accepting these Terms and using the Website, the Application or the Service, you agree that you shall indemnify and release Joyleaf, its affiliates, and each of their founders, developers, other users, attorneys and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; your violation of any rights of any third party; or your use or misuse of the Website, the Application or the Service.

LIABILITY

The information, recommendations and content provided to you on or through the Website, the Service and the Application are for general information purposes only and do not constitute advice. Your use of the Website, the Service and the Application are at your sole risk. Joyleaf’s Application and Service are provided on an "as is" and "as available" basis. Joyleaf does not guarantee that (the contents of) the Website or Application are free of errors, defects, malware and viruses or that the Website or Application are correct, up to date or accurate. Joyleaf shall not be liable for any damages resulting from the use of (or inability to use) the Website or Application, including damages caused by malware, viruses or any incorrectness or incompleteness of the Content or the Website or Application.

Joyleaf shall not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Website or the Application, including but not limited to, damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Without prejudice to the foregoing, and insofar as allowed under law, Joyleaf’s aggregate liability to you shall in no event exceed CAD$100.00.

Joyleaf and its affiliates, founders, developers, agents, and partners make no warranty or condition that (i) the Application or Service will meet your requirements; (ii) the Application or Service will be uninterrupted, timely, secure or error-free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the Application or Service will meet your personal expectations.

For the avoidance of doubt, nothing in these terms shall affect your statutory rights. Nothing in these terms shall limit or exclude our liability to you that, by applicable law, may not be limited or excluded. You expressly understand and agree that Joyleaf and its affiliates, founders, developers, agents, and partners shall not be liable to you for any loss of profits, goodwill, data (excluding personal information collected), opportunity or sales, or for any punitive, indirect, incidental, special, consequential or exemplary damages or other intangible losses (even if Joyleaf has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service or Application; (b) the cost of procurement of substitute goods and services; (c) unauthorized access to or alteration of your transmissions or data; or (d) any other matter relating to the service or application. Joyleaf will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control.

LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY

For the purpose of these Terms, the following definitions apply:

"Content" means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software (excluding the Application), opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials.

"Joyleaf Content" means Content owned or used by Joyleaf or its affiliates and made available through the Website, Service or Application, excluding User Content.

"User" means a person who accesses or uses the Service or Application.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available on the Website or through the Service or Application.

"Collective Content" means, collectively, Joyleaf Content and User Content. Subject to your compliance with these Terms, Joyleaf grants you a limited, non-exclusive, non-transferable license:

• to view, download and print any Joyleaf Content solely for your personal and non-commercial purposes; and

• to view any User Content to which you are permitted access solely for your personal and non-commercial purposes.

Unless otherwise stated, the copyright and other intellectual property rights in the Website and/or Application and in material published on it (including without limitation photographs and graphical images) are owned by us. These works are protected by copyright laws, trademark laws, and other intellectual property laws and treaties, around the world and all rights therein are reserved. For the purposes of these Terms, any use of extracts from the Website other than in accordance with these Terms is prohibited.

You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Website, Service, Application or Collective Content, except as expressly permitted in these Terms. You may not reuse any Collective Content without first obtaining the written consent of Joyleaf. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Joyleaf, except for the licenses and rights expressly granted in these Terms. Any rights not expressly granted in these Terms are reserved.

LICENSE GRANTED BY USER

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Website or through the Service or Application. User Content will be deemed non-confidential and non-proprietary. By providing User Content to Joyleaf, you grant Joyleaf a non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world ("License Grant").

You acknowledge that Joyleaf only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. Joyleaf does not continuously monitor User Content published by you or moderate between Users, nor shall Joyleaf be under an obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of Joyleaf.

Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.

You agree to indemnify Joyleaf and its affiliates, founders, developers, agents, and partners against all costs, expenses, damages, losses and liabilities incurred or suffered by Joyleaf and its affiliates, founders, developers, agents, and partners related to any User Content posted or transmitted by you or your other use of the Website, the Service or the Application. Joyleaf reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which Joyleaf believes is not in accordance with these Terms or is otherwise unacceptable to Joyleaf.

APPLICATION LICENSE

Subject to your compliance with these Terms, Joyleaf grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal use.

YOU SHALL NOT

• license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Application in any way;

• modify or make derivative works based upon the Service or Application;

• create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device;

• reverse engineer or access the Application in order to

• design or build a competitive product or service,

• design or build a product using similar ideas, features, functions or graphics of the Service or Application, or

• copy any ideas, features, functions or graphics of the Service or Application, or

• launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application. misuse the Website and/or the Application (including by hacking or "scraping").

• send spam or otherwise duplicative or unsolicited messages of any kind in violation of applicable laws;

• send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or anything which would violate third party privacy rights;

• send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

• interfere with or disrupt the integrity or performance of the Website, the Application or Service or the data contained therein; or

• attempt to gain unauthorized access to the Website, the Application or Service or its related systems or networks.

Joyleaf will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Joyleaf may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Joyleaf has no obligation to monitor your access to or use of the Website, Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Website, the Application and Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Joyleaf reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Joyleaf, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Website, the Service or Application.

TERMINATION

You are entitled to terminate your use of the Service at any time by permanent deletion of the Application installed on your mobile device, thus disabling the use by you of the Application and the Service. Joyleaf is entitled to terminate your use of the Service at any time without notice and with immediate effect (by disabling your use of the Application and the Service) for any reason.

ENTIRE AGREEMENT

The Terms and the Privacy Policy, constitute the entire agreement between you and Joyleaf and governs your use of the Website, Application and Service, superseding any prior version of these Terms between you and Joyleaf.

WAIVER AND SEVERABILITY OF TERMS

The failure of Joyleaf to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

MODIFICATION OF THE SERVICE AND TERMS

Joyleaf reserves the right, at its sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Service or Application (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Website or by sending you notice through the Service, Application or via email. Joyleaf may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

NOTICE

Joyleaf may give notice by means of a general notice on the Website or Application, or by electronic mail to your email address on record in Joyleaf’s account information.

ASSIGNMENT

You may not assign your rights under these Terms without prior written approval of Joyleaf.

Last Updated: August 2019