

This website (<http://www.terrascend.com/>) is owned and operated by Terrascend Canada (“TerrAscend”) and is subject to the following Terms and Conditions of Use, which we reserve the right to update, and was last updated on October 30, 2018.

The Terms and Conditions of Use are a legal agreement between TerrAscend and every person who accesses and uses this website (a “User” or “Users”). Using our website implies your agreement to be bound by and comply with all of the following and accompanying Terms and Conditions of Use.

TERMS AND CONDITIONS OF USE

1 General Terms

For the purpose of this website, references to “TerrAscend”, “us”, “our”, “we”, etc. may also include our corporate affiliates, some of which include, TerrAscend Corp., and Solace Health Network Inc.

Using our website implies your agreement with the terms of these Terms and Conditions, but also our Privacy Policy, and by using our affiliates’ websites, you are implying your agreement with their respective terms and policies as well.

The Content of this website is **not intended to be a substitution for professional medical advice**, but is solely a source of general information. A User should always seek the advice of a licensed physician or other qualified health practitioner when faced with questions, illnesses, or other conditions, including the suitability or effectiveness of treatments, including those involving marijuana and cannabis oil products.

Users of this website understand and agree that TerrAscend is not responsible for, and hereby waive any and all claims against TerrAscend, with respect to any personal injury, including death, or any damages whatsoever and however caused, arising from User reliance on the content.

2 Using the Website

A) How To Use the Website

Feel free to view and print out content for non-commercial use, but you may not copy reproduce, modify, collect, republish, distribute, or catalogue any of our content.

While we work tirelessly to ensure our information is correct, the industry is still being heavily researched and is ever-changing. Therefore, please keep in mind that we will not take any liability for any loss or damage resulting from reliance on the content of any kind.

Any items offered for sale in our online store are available for public purchase. Please follow the prompted instructions to successfully order and provide payment for any product or products.

3 Prohibited Use of the Website

No User may use the website, its content, or our store, or any combination thereof:

- for commercial reasons;

- for illegal purposes;
- in a manner that may damage, disable, overburden, or impair the website or its security, including through use of viruses or other destructive files or programs;
- in a manner that interferes with any other User’s enjoyment of the website;
- with the intention of copying or monitoring the content, including by automated device or software; and
- to obtain or attempt to obtain unauthorized access to any part of the website.

4 Liability

We provide this website and its content on an “as is”, “without any warranty”, and “without any liability” basis. We disclaim all representations, warranties, and conditions, express or implied, with regard to merchantability, merchantable quality, durability, fitness for a particular purpose, non-infringement, and timeliness of any product or the Services, though additional warranties and representations may be provided for specific products, either by us, or by their manufacturers. We do not warrant that the website, its servers, the content, and any communications from us are free of viruses or other harmful components. Use of the website is at a User’s sole risk.

Users agree that we are not 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, use or inability to use the website, use of or reliance on the content, or any other matter related to the website.

To the maximum extent permitted by law in no event will we be liable to any User for any damages whatsoever, including but not limited to, direct, indirect, incidental, punitive, exemplary and consequential damages arising out of or related to its website, products, User use, inability to use, or the results of use of, its website or its store, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. In the event that we are determined by a court of competent jurisdiction to be liable to a User and the foregoing limitations and exclusions are not held enforceable, then our total maximum aggregate liability for any and all claims and damages shall be limited to fifty dollars (\$50.00). The entire risk as to the results and performance and use of the website, products and any content provided is assumed by any User, as applicable.

It is expressly understood and agreed that we are not responsible for any indirect, special, incidental, consequential, or punitive damages whatsoever and howsoever caused, arising out of or in connection with the use or misuse of the website or in reliance on the content available on the website, whether in an action of contract, civil liability, negligence, or other tortious action, even if we have been informed of the possibility of such damages or such damages are reasonably foreseeable.

Every User acknowledges and agrees that these limitations on liability are reasonable and just in the circumstances.

5 Personal Information

Any personal information provided to us by a User may be collected, used, and/or otherwise disclosed in accordance with our Privacy Policy.

6 Violation of Terms

If a User breaks any of the terms or our other rules and regulations, including by association, we reserve the right to terminate their access to the website, its content, or the store.

7 Proprietary Rights

The website, including its content and Services are © by Terrascend Corp. All rights reserved.

All Users agree to comply with all copyright laws worldwide in their use of the website, and to prevent any unauthorized copying of the website. Nothing on the website, or through use of the Services, reflects us transferring any intellectual property to anyone.

We are not giving you permission to use our product names, company names, or logos, or its affiliates, partners, providers, directors, officers, or employees. Such product names, company names and/or any of its affiliates, partners, providers, directors, officers, or employees may not be copied, imitated or used, in whole or in part, without the prior written consent of TerrAscend or such other party. Other product and company names mentioned on this website may be the trademarks of their respective owners.

TerrAscend may own products, services, methods and processes that may be covered by one or more patents or other statutory intellectual property rights, and are subject to trade secret and other proprietary rights. We reserve all such rights.

8 Indemnification

By using our website, Users agree to indemnify, defend, and hold harmless, that is, to not hold us accountable for any claims, causes of action, debts, losses, costs, liabilities, and expenses (including reasonable legal fees) relating to the use or inability to use our website and/or store, the violation of any of these terms, the violation of any rights of a third party, or the violation of any applicable laws, rules, or regulations.

If there is an issue, we reserve the right to defend ourselves, and any User agrees to fully cooperate with us in asserting any available defences.

9 Links to Third Party Websites

We may post links to other websites, not controlled by us, on our website. While we will endeavor to always work with responsible partners, we don't take any responsibility for the content of, or any issues you may have with, those websites.

Similarly, posting a link to a third party website does not mean we endorse, and we will not accept any liability for, any content, advertising, products, or other materials on or available from such websites or resources. We will also 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 such content, advertising, products, or other materials.

10 No Waiver

If you're getting away with any breach of these terms, do not take that to mean we're allowing it. We reserve the right to enforce any of the terms and conditions on this page, even if we're late in doing so.

11 Governing Law, Venue, and Jurisdiction

Any issues, disputes, or questions as to these terms shall be governed by, the laws of the Province of Ontario, and fall in the jurisdiction of the courts of the Province of Ontario.

12 Confidentiality

The Internet is not always a secure means of communication. We take great care to protect your privacy, however the privacy, integrity, or authenticity of any communication over the Internet between a User and TerrAscend will not render us liable for any damages you may suffer from breaches during the transfer of information, at your request or permission.

13 Contact

If you have a question, concern, or are aware of another User who is abusing our terms, we'd love to hear from you. Please use our mailing or email address below:

TerrAscend Canada and/or info@terrascend.com
1-844-976-5223

14 Entire Agreement

The above terms in combination with our Privacy Policy are the entire agreement between TerrAscend and every User. Any verbal statements, representations, warranties, undertakings, or agreements outside of this combination of terms are not to be relied upon. We may change the terms from time to time, and the changes will be effective as soon as they're posted, we aren't going to give every single user of our website notice either, but if anything extremely fundamental changes, we'll make sure to publicize it.

How Often Do You Change Your Terms and Conditions?

Not often, but whenever necessary to better protect both you and ourselves. When we make changes they will be effective as soon as they're posted, we aren't going to give every single user of our website notice either, but if anything extremely fundamental changes, we'll make sure to publicize it.