

Emerald Health Pharmaceuticals Inc.

Terms & Conditions

1. Introduction

The site currently located at www.emeraldpharma.life, together with any successor site(s) ("Site") and all information, descriptions, photos, images, videos recordings and the like ("Content") available on or through the Site (collectively "Platform") are provided and operated by Emerald Health Pharmaceuticals Inc. and affiliated entities ("we," "our," "us," or "the Company").

Please read these Terms carefully. These Terms may have changed since you last accessed or used the Platform. By accessing or using any part of the Platform, you agree to these Terms.

These Terms do not apply to your relationship with the Company as an investor in the Company or any participant in an offering promoted by the Company, which is covered by other legal terms.

If at any time you find these Terms unacceptable or if you do not agree to these Terms, please do not use the Platform.

If you are an individual accessing or using the Platform on behalf of, or for the benefit of any corporation, partnership or other entity with which you are associated ("Entity"), you are agreeing to these Terms on behalf of yourself and such Entity, and you represent and warrant that you have the legal authority to bind such Entity. References to "you", "your" and "user" will refer both to the individual using the platform and such Entity, if any.

Access to, and use of the Platform, is governed by these Terms & Conditions ("Terms") regardless of how the user ("you", or "user") accessed the Site.

2. Notice of Agreement to Arbitrate and Class Action Waiver

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS OR CLASS ACTION OF ANY KIND. The details are provided in Section 20 [Disputes, Arbitration] of these Terms.

3. Changes in Terms

We reserve the right to change the Terms. If we make any changes, we will give reasonable and appropriate notice on the Site, or as required by applicable law. If you do not accept our changed Terms, you have the right to cancel your use of the Platform. If you wish to cancel your use of the Platform, please contact us as provided in the "How to Contact Us" section. If you elect not to cancel your use of the Platform, your continued use of the Platform constitutes acceptance of the changed Terms.

4. Children & Minors

Children and minors (defined as people under the age of 18) may use the Platform only under the supervision of their parents or legal guardians who agree to be bound by these Terms on their behalf. Children and minors may not initiate any contact with us.

5. Registration

In order to access parts of the Platform you must first register with us. We may decline your request to register for any reason.

6. Privacy

To learn more about our privacy practices, please read our Privacy Policy, which is available at <http://emeraldpharma.life/privacy/> (the "Privacy Policy").

7. Intellectual Property

The Company and its licensors own the Site and Content and all right, title and interest therein, including all copyright, trademark, patent and trade secret rights therein.

Except for the limited license granted in the Section "License", none of the Site or Content may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way.

8. Trademarks

All copyrights and trademarks on or related to the Site (other than references to hosts of external social media pages) are the property of the Company.

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to the Company or others without obtaining the prior written consent of the owner of such rights

9. License

Subject to these Terms, the Company hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Platform for your personal use and not for any commercial use or use on behalf of any third party, except as explicitly permitted by the Company in advance and in writing. The Site and all Content are available to you "as is" and are to be used for general information purposes only. Any breach of these Terms may result in the immediate revocation of the licenses granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit our Platform or any portion or component thereof unless expressly permitted by the Company in writing. You may not make any commercial use of any of the information or Content provided through our Platform or make any use of our Platform for the benefit of another individual or business unless explicitly permitted by the Company in advance and in writing.

We may update the Content, as we deem appropriate and without notice to you. If you have any questions about the existence of more current information, please contact us as stated in the "How to Contact Us Section".

10. Acceptable Use

The Company authorizes you to view, copy, download, and print Content (such as press releases or FAQs) subject to the following restrictions. Other than as provided below, no part of the Platform may be reproduced or transmitted in any form, or by any means:

- you may use the Content only for your personal, noncommercial, informational purposes;
- you may not modify the Content;
- you may not remove any copyright, trademark, and other proprietary notices;
- you may not reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Platform, any part thereof or access thereto.

In addition, you may not use the Platform to:

- promote or solicit any business;
- sell or promote any products or Platform;

- impersonate any other person, including but not limited to, a representative of the Company;
- transmit any content, information or other materials that are, or that the Company, in its sole discretion deems to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to anyone, obscene, lewd, lascivious, violent, harassing or otherwise objectionable, including without limitation, expressions of bigotry, prejudice, racism, or hatred;
- introduce viruses, worms, Trojan horses and/or harmful code;
- display material that exploits any individual under 18 years of age;
- post any content, information or other materials that infringe, misappropriate or violate any intellectual property or other right of any third party;
- post, collect or disclose any personal information about any third parties without their consent (or their parent's consent in case of a minor);
- post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation; or
- violate any applicable local, state, national or international laws or regulations.

11. Third Party Content

The Content may contain links or references to websites, products, Platform or other materials or content not related to the Company (“Third Party Content”). This Third Party Content is provided to you as a convenience. We are not responsible for any Third Party Content or the actions of those who provide or use such Third Party Content and do not accept any responsibility for the Third Party Content.

12. Electronic Communications

When you use any of the Platform, or send electronic communications to us, you are communicating with us electronically. You consent to receive electronic communications from us. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. Copyright

If you believe any of the Company Content infringes your copyright, you may request removal of those materials (or access thereto) by contacting the Company’s copyright agent (identified below) and providing the following information:

- identification of the copyrighted work that you believe to be infringed, including a description of the work, and where possible a copy or the location (e.g., URL) of an authorized version of the work;
- identification of the material that you believe to be infringing and its location, including a description of the material and its URL or any other pertinent information that will allow us to locate the material;
- your name, address, telephone number and e-mail address;
- a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law;
- a statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and a signature or the electronic equivalent from the copyright holder or authorized representative.

The Company’s agent for copyright issues relating to the Platform is as follows:

Emerald Health Pharmaceuticals Inc.

Attn: Legal

5910 Pacific Center Blvd, Ste 300

San Diego, CA 92121

14. Your Content

If you post, upload or make available to the Company through the Platform, or submit to or as part of your use of the Platform, any information, data, text, images, files, links, feedback, ideas, suggestions, documents, proposals or other materials ("Your Content"), you hereby grant to the Company a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, publish, perform, distribute, index, comment on, modify, create derivative works based upon, and otherwise exploit Your Content and your name and/or other biographical information in connection with Your Content, in all media formats and distribution methods now known or hereafter devised, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

You waive all moral rights in Your Content that may be available to you in any part of the world and confirm that no such rights have been asserted. You represent and warrant that Your Content does not contain any confidential or proprietary information of any third party, and that the Company may use Your Content without restriction or obligation to you or any third party.

15. Suspension, Termination

Any violation of these Terms may result in suspension or termination of your access to the Platform, termination of your account and/or removal of Your Content. We may also terminate your account if we determine that your conduct poses a risk or liability to the Company, or for any other reason as determined by the Company in its sole discretion.

If your access to the Platform is terminated, the License, as described above, shall be revoked. However, the remainder of the Terms, including the arbitration and class action waiver provisions, shall continue to apply.

16. Indemnification

By using the Platform, you agree to indemnify, hold harmless and defend the Company and its officers, directors, agents and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of the Platform in violation of these Terms.

17. Third Parties

This Site may contain links to websites controlled by parties other than the Company (each a "Third Party Site"). The Company may work with certain partners and affiliates whose sites are linked with the Company. The Company is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, Platform or use of any Third Party Site, any web site accessed from a Third Party Site or any changes or updates to such sites. The Company makes no guarantees regarding the content or quality of the products or Platform provided by such sites. The Company is not responsible for webcasting or any other form of transmission received from any Third Party Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Third Party Site. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that the Company is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

18. Warranties; Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM IS PROVIDED ON AN "AS IS", "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DISCLAIM ALL REPRESENTATION, WARRANTIES AND DISCLAIMERS, INCLUDING

WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

SPECIFICALLY, BUT WITHOUT LIMITATION, THE COMPANY DOES NOT WARRANT THAT: (I) THE PLATFORM, INCLUDING THE CONTENT, IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, (IV) THE APPLICATIONS OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THE PLATFORM WILL BE FIT FOR YOUR INTENDED PURPOSE OR OTHERWISE ACCORD WITH YOUR EXPECTATIONS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

19. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE AS SET FORTH HEREIN OR TO DISCONTINUE YOUR USE OF THE PLATFORM AND TERMINATE THESE TERMS.

THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF, ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

20. Dispute Resolution, Arbitration, Class Action Waiver

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT, IF A DISPUTE ARISES BETWEEN US, ALL CLAIMS WILL BE BROUGHT EITHER IN ARBITRATION OR IN SMALL CLAIMS COURT AND, IN EITHER CASE, ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING).

PLEASE READ IT CAREFULLY. IT AFFECTS YOUR RIGHTS.

If you are a resident of the United States, or any claim or dispute in connection with these Terms or your use of the Platform (each a "Dispute") arises in connection with your access to, or use of this Platform in the United States, the following will apply.

- **Preliminary Informal Process**

Both you and the Company agree that in the event of any dispute between you and us, you and the Company will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800-268-0719.

- **Mandatory arbitration of disputes**

If we do not reach an agreed upon solution within thirty (30) days from the time informal dispute resolution is pursued pursuant to the section above, then either party may initiate BINDING ARBITRATION.

YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, including with respect to the interpretation of any provision of these Terms or concerning the performance or obligations of the Company or you, except for matters that may be taken to small claims court.

Your rights will be determined by a neutral arbitrator, NOT a judge or jury.

You understand that, absent this mandatory provision, you would have the right to sue the Company in court and have a jury trial. You further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

You agree that any dispute arising out of or relating to these Terms, shall be resolved by mandatory and binding individual arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration.

The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>.

- **Arbitration Terms**

- **Basis for Demand.** A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to the Company should be addressed to: Notice of Dispute, General Counsel, 5910 Pacific Center Blvd, Ste 300, San Diego, CA 92121 (the "Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought ("Demand").
- **Place of Arbitration Hearing.** Unless you elect to conduct the arbitration by telephone or written submission, an in-person arbitration hearing will be conducted at a JAMS facility in your area or at a JAMS facility in San Diego, CA, at your election.
- **Legal Counsel.** Each party shall have the right to use legal counsel in connection with arbitration at its own expense.
- **One arbitrator.** The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable.
- **Conduct of arbitration.** All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. The arbitrator shall have no power or authority to amend or disregard any provision of this section or any other provision of these Terms.
- **Award.** The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms shall be subject to the Federal Arbitration Act.
- **Final and binding.** The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings of fact and conclusions of law on which the award is based. Any awards or findings of fact or conclusions of law made in an arbitration of their dispute or claim are made only for the purposes of that arbitration, and may not be used by any other person or entity in any later arbitration of any dispute or claim

involving the Company. During the arbitration, the amount of settlement offers, if any, made by the Company or you shall not be disclosed to the arbitrator.

- **Costs and Fees**

If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS.

We will also be responsible for paying all other arbitration costs arising in connection with the arbitration. You will not be required to pay fees and costs incurred by the Company if you do not prevail in arbitration.

For all non-frivolous claims, the Company will pay for the entirety of the arbitrator's fees and administrative fees, and will pay for your legal fees up to a maximum of \$5,000, regardless of the outcome of the Arbitration. For the sake of clarity, you shall be responsible for your legal fees that exceed \$5,000, unless ordered otherwise by the Arbitrator.

- **Relief**

The arbitrator shall not award relief in excess of what is allowed by applicable law and these Terms. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the parties agree that any injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for any such error. Each party will bear its own costs and fees on any such appeal.

- **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, other than as part of an appeal to a court of competent jurisdiction.

- **Class Action and Class Arbitration Waiver**

You and the Company each agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and the Company each expressly waive your respective right to file a class action or seek relief on a class basis.

You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

- **Exception: Claims in Small Claims Court**

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

- **Litigation**

The Federal Arbitration Act and federal arbitration law apply to this Section “Dispute Resolution, Arbitration, Class Action Waiver”. Either party also may, without waiving any remedy under these Terms, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- **Exclusive Venue for Litigation**

To the extent that the arbitration provisions set forth above do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in San Diego, CA, except for small claims court actions which may be brought in the county where you reside; and expressly consent to exclusive jurisdiction in San Diego, CA for any applicable litigation other than small claims court actions.

21. Foreign Users

The Company makes no representation that the Platform is appropriate or available for use outside the United States. Those who choose to access the Platform or any part thereof from outside one of these jurisdictions do so at their own risk and are responsible for compliance with applicable local laws.

The Platform may contain references or cross references to items that are not available or approved by the appropriate regulatory authorities in countries outside the United States. Such references do not imply that the Company intends to announce or make available such products or services in your country.

To determine which items may be available to you, please contact us as set forth in the “How to Contact Us” section.

22. Governing Law & Venue

These Terms are governed and interpreted pursuant to the laws of the State of California notwithstanding any principles of conflicts of law.

Notwithstanding the mandatory arbitration provision above, if any dispute in connection with these Terms or the Platform results in court action, except for claims that are to be handled by a small claims court, such dispute shall be resolved exclusively by a state or federal court located in San Diego, CA, and you specifically consent to the personal jurisdiction of such courts and waive any objection to the convenience of this forum.

23. Entire Agreement

These Terms are the entire agreement between you and the Company relating to the subject matter herein. They cannot be modified except by the Company in accordance with these Terms, or as otherwise agreed in advance and in writing by you and the Company.

No employee, agent or other representative of the Company has any authority to bind the Company with respect to any statement, representation, warranty or other expression not specifically set forth in these Terms.

24. Severability

If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions and it will be deemed replaced by a provision that is valid and enforceable, and that substantially represents the original intent of the parties.

25. Waiver

The failure of a party to require performance of any provision will not affect such party's right to require performance at any time thereafter. The waiver of any breach or default under these Terms shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

26. Force Majeure

The Company will not be liable for, or be deemed in breach of these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond the Company's reasonable control.

27. Notice to New Jersey Users

Notwithstanding any provision set forth in these Terms, if any of the provisions are held unenforceable, void or inapplicable under New Jersey law, such provision shall not apply to you, but the remainder of these Terms shall remain binding on you and the Company.

In addition, for New Jersey residents, the limitation on liability is inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in these Terms, nothing in these Terms is intended to, nor shall it be deemed or construed to, limit any rights available to you under the Truth-in-Consumer Contract, Warranty and Notice Act.

28. Notice to California Users

Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice:

If a user has a question or complaint regarding the Platform, the user should contact us by email or by postal mail at the address provided in Section "How to Contact Us".

In addition, California residents may reach the Complaint Assistance Unit of the Division of Consumer Platform of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

29. How to Contact Us

Please send any questions, comments, or complaints to Company:

By email at: info@emeraldpharma.life

By postal mail: Emerald Health Pharmaceuticals Inc.
 Attn: Legal
 5910 Pacific Center Blvd, Ste 300
 San Diego, CA 92121

Last Updated: July 8, 2019