

## LaSanta Website Terms and Conditions

This website (the “**Site**”) and the information it offers including any webpages, text, images, sounds, software, and other data or information contained in the Site (the “**Content**”) are owned and operated by LaSanta Botanicals Ltd. (“**LaSanta**”, “**we**”, “**our**” and “**us**”, including, where applicable, any affiliate of LaSanta). These Terms and Conditions are a binding agreement that applies to use of the Site generally, including reviewing Content.

**Not Medical Advice:** The Site, including the Content, is provided for general informational purposes only, and does not constitute any representation as to the safety, efficacy, suitability, effectiveness or other features of cannabis, cannabis products, drugs containing cannabis or any other product in the management of any medical condition or for any purpose, and is not intended to provide, or to be a substitute for, professional medical advice.

ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PRACTITIONER FOR ANY QUESTIONS YOU MAY HAVE ABOUT ANY ILLNESS OR OTHER CONDITION, INCLUDING THE SUITABILITY OR EFFECTIVENESS OF ANY PARTICULAR COURSE OF TREATMENT. NEVER DISREGARD ANY PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 OR A PHYSICIAN IMMEDIATELY.

**Access is Agreement to these Terms and Conditions:** These Terms and Conditions are a binding agreement between you and LaSanta. These Terms and Conditions apply to your access to and use of the Site, including any review of the Content. These Terms and Conditions include disclaimers, exempt LaSanta and other persons from liability, indemnify LaSanta and other persons, and include other important provisions. You must read these Terms and Conditions and any information linked to or otherwise referenced in these Terms and Conditions, and accept these Terms and Conditions, before using the Site.

YOUR ACCESS TO OR OTHER USE OF THE SITE, INCLUDING REVIEWING ANY CONTENT, OR ANY OTHER USE OF THE SITE, CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS AS MOST RECENTLY UPDATED.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE IN ANY WAY, INCLUDING REVIEWING ANY CONTENT.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS PLEASE CONTACT [info@lasanta.com](mailto:info@lasanta.com)

**Updates to the Terms and Conditions:** LaSanta may in its discretion revise, modify, change or otherwise update these Terms and Conditions at any time. Your continued use of the Site after any modification of these Terms and Conditions constitutes your acceptance of and agreement with the Terms and Conditions as updated. A notification of any update to the Terms and Conditions will be posted on the Site home page 60 days prior to the change. Where required by Applicable Law as defined below in these Terms and Conditions, you will be notified by email or other method at contact information you have supplied for any newsletter, opt-in communication, or otherwise, if and when these Terms and Conditions are updated.

**Regulations and Other Applicable Law:** The Site and the Content relate to cannabis. Cannabis and cannabis products are regulated for medical and adult use purposes in Canada by federal legislation including the *Cannabis Act* (Canada), the *Cannabis Regulations* (Canada), the *Industrial Hemp Regulations* (Canada), the *Food and Drugs Act* (Canada), the *Food and Drug Regulations* (Canada), the *Safe Food for Canadians Act* (Canada), the *Safe Food for Canadians Regulations* (Canada), the *Pest Control Products Act* (Canada) and the *Tobacco and Vaping Products Act* (Canada) (the “**Federal Legislation**”). Other federal, provincial or local law may apply to some aspects of the Site and Content. As used herein the term “**Applicable Law**” includes the Federal Legislation, and any other applicable federal, provincial or local law as may be appropriate in the context, including provincial cannabis licensing and control legislation, consumer protection legislation, privacy legislation, other statutory law and regulations, the Civil Code of Québec, common law, and any laws applicable in a jurisdiction outside of Canada from which you are

accessing the Site. Applicable Law may, as appropriate in the context, define the rights and liabilities, subject to the disclaimers, limitations of liability, and other provisions of these Terms and Conditions, of you, LaSanta or other persons.

**Eligibility based on Residence and Age:** LaSanta is an Alberta corporation with operations in Canada and Colombia. The Site is intended for access, review, or other use by residents of Canada, and is not intended for access, review or other use by a young person unless such use is consistent with Applicable Law. For the purposes of these Terms and Conditions, a “young person” is someone who has not reached both: (a) the age of eighteen, and (b) the age of majority in the applicable jurisdiction from which the Site is being accessed. If you are a young person, you are not permitted to access, review or otherwise use the Site unless such use is in compliance with Applicable Law.

LASANTA MAKES NO REPRESENTATION OR WARRANTY THAT THE SITE, OR THE CONTENT ARE APPROPRIATE OR AVAILABLE FOR ACCESS OR OTHER USE IN ALL LOCATIONS AND JURISDICTIONS. IF YOU ARE ACCESSING OR USING THE SITE FROM OUTSIDE OF CANADA, REVIEWING CONTENT, INCLUDING ANY PUBLICLY-AVAILABLE OR LOGIN-ONLY CONTENT, OR OTHERWISE USING THE SITE, IT IS SOLELY YOUR RESPONSIBILITY TO ENSURE THAT ANY SUCH ACCESS OR USE COMPLIES WITH APPLICABLE LAWS OF ANY KIND WHATSOEVER IN THE JURISDICTION FROM WHICH YOU ARE ACCESSING OR USING THE SITE.

**Using the Site:** You may view and print Content from the Site for personal, informational, and non-commercial use. You may not otherwise copy, reproduce, modify, collect, republish, distribute, or catalogue any Content without LaSanta’s express written consent. Without limiting the generality of the foregoing, you may not use the Site or any Content for commercial purposes without LaSanta’s express written consent.

**Prohibited Use of the Site:** You may not use the Site or any Content for any unlawful purpose or any unsafe purpose. Accessing or using the Site, including reviewing Content, acting on Content, or otherwise using the Site in jurisdictions where the Site or the Content are illegal, is prohibited. If you choose to access the Site from such a jurisdiction, you do so on your own initiative, discretion and risk, and you are responsible for compliance with Applicable Law. Without limiting the generality of the foregoing, while accessing or using the Site, including reviewing Content, you agree that you will not:

1. violate any laws, including Applicable Law, any third party rights or our policies;
2. engage in any unsafe or unlawful practices, including with respect to cultivation of cannabis plants, alteration of cannabis or cannabis products, or other activities relating to cannabis, and without limiting the generality of the foregoing, LaSanta makes no recommendation that you apply any Content related to cultivation of cannabis plants, alteration of cannabis or cannabis products, or other activities relating to cannabis based on any Content, and if you choose to do so, it is your responsibility to first inform yourself, educate yourself, consult with your physician, and ensure compliance with any Applicable Law including any agreement with a landlord, residential association, condominium association or municipality, and follow channels compliant with Applicable Law for assistance as required;
3. access or use the Site if you are not able to form legally binding contracts, are under the age of majority in your province or territory of residence, or are temporarily or indefinitely suspended from accessing or using the Site;
4. access or use the Site in any manner which could damage, disable, overburden or impair the Site;
5. interfere with the security of, or otherwise abuse, the Site, or any system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked sites;
6. distribute viruses or any other technologies that may harm or prejudice the interests, rights, or property of LaSanta or of any other person accessing or using the Site;

7. use any robot, spider or other automatic device, to index, crawl, catalogue, mirror, frame, scrape, cache or otherwise monitor or copy any web page of the Site or any Content to collect or mine data from the Site;
8. use any manual process to monitor or copy any web page of the Site or any Content other than as provided for in these Terms and Conditions;
9. obtain unauthorized access to the Site or portions of the Site that are restricted from general access;
10. copy, modify or distribute rights or Content from the Site, including Content subject to copyright and common law or registered trademark rights owned by or licensed to, without limitation, LaSanta, and whether or not for consideration or for commercial purposes;
11. harvest or otherwise collect information about any user of the Site, including email addresses, without their consent and compliance with all Applicable Law; or
12. attempt to complete any of the above actions.

Without limiting other recourse, including any remedy available under Applicable Law, we may limit, delay, suspend or terminate any access to the Site, Content, linked sites, or take technical and legal steps to keep users off the Site if we believe, in our discretion, that the user is creating problems or possible legal liabilities, infringing the intellectual property rights of LaSanta or third parties, or otherwise acting inconsistently with the letter or spirit of these Terms and Conditions or our policies, or otherwise to the detriment of LaSanta, LaSanta Group (as defined below in these Terms and Conditions), or any other person.

**No Spam, Spyware or Spoofing:** LaSanta takes compliance with Applicable Law pertaining to commercial electronic messages, including but not limited to Canadian Anti-Spam Legislation (“CASL”), very seriously. We will not send you commercial electronic messages without consent as set forth in CASL. For example, you may choose to receive a newsletter or other commercial electronic messages from LaSanta on an opt-in basis, and having done so may opt out at any time. You may not use our communication tools or the Site more broadly to distribute spam, distribute or leverage spyware, or otherwise send content that would violate these Terms and Conditions or any Applicable Law.

**Accuracy of Site Content:** All Content is provided on an “as is” basis for informational purposes only and is subject to change without notice. While the Site and the Content are regularly updated, the Content may be inaccurate, out-of-date, or otherwise incorrect. LaSanta assumes no liability or responsibility for any such errors, omissions or inaccuracies and makes no representations about the accuracy, reliability, completeness, or timeliness of the Content. Without limiting the generality of the foregoing, and subject to the limitations on liability disclaimers included in these Terms and Conditions, LaSanta does not: (a) make any representation or warranty regarding the accuracy, completeness, or usefulness of the Content, or (b) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by LaSanta or by any third party, which appears on the Site. Subject to the foregoing, LaSanta works to keep the Site updated and working properly. Please report any perceived problems, perceived offensive or inappropriate Content, and any perceived policy violations to us by email at [info@lasanta.com](mailto:info@lasanta.com)

**Content and Intellectual Property Rights:** The Site and all Content, including these Terms and Conditions are © 2018 LaSanta, its suppliers or affiliates. All rights reserved. The copyright for the Site and all Content is owned by or licensed to LaSanta and is protected under Applicable Law including the *Copyright Act* (Canada), common law rights, and by other copyright laws in other jurisdictions. No Content may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of LaSanta, other than as expressly provided for in these Terms and Conditions. Nothing on the Site shall be construed as conferring any transfer of rights to you of any intellectual property or other proprietary or exclusionary rights of LaSanta or any third party, whether by estoppel, by implication or otherwise, and whether defined by statute, including any ownership or other rights related to pending or issued applications for patents, trademark registrations, registered plant breeder’s rights, copyright registrations, or by common law, including any rights in copyright, goodwill, trademark, branding, trade secret, or confidential information (collectively, “**Intellectual Property Rights**”).

**Trademarks:** Without limiting the generality of the foregoing, the product names, company names and logos of LaSanta, any affiliate or any third party used on the Site may be trademarks, including registered trademarks of LaSanta. Such trademarks, product names, company names or logos may not be copied, imitated or used, in whole or in part, without the prior written consent of LaSanta or any owners or other relevant parties as applicable relating to the trademarks, product names, company names or logos.

**Reservation of Rights:** Without limiting the generality of the foregoing, other of LaSanta's methods and processes may be subject to rights, including Intellectual Property Rights, of LaSanta or a third party. LaSanta and any applicable third parties reserve all such rights.

**Privacy:** By using the Site, including by reviewing the Content, subscribing to a newsletter or other opt-in communication, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of LaSanta as explained in the LaSanta Privacy Policy (online: [www.LaSanta.com/privacy](http://www.LaSanta.com/privacy)), as revised from time to time, and as otherwise permitted or required by Applicable Law.

**Confidentiality:** Electronic communications, including over the internet and through email, are not secure means of communication and the privacy, integrity or authenticity of any communication over the Internet with you shall not expose LaSanta to any liability for damages you may suffer as a result of communicating with LaSanta by electronic communications or if LaSanta communicates such information to you at your request, including in the context of an Application.

**Outbound Links:** The Site may contain links to third-party websites and resources. These linked websites are provided solely as a convenience to you, and not as an endorsement by LaSanta of the third-party websites or resources, or of any product or services offered or endorsed by such third parties. LaSanta makes no representations or warranties regarding the availability, correctness, accuracy, performance or quality of any linked website or any content, software, service or application found at any linked website.

**Inbound Links:** You agree not to link to the Site in association with any false, inaccurate, misleading, misappropriated, defamatory or libelous content, in association with any spam, unsolicited or bulk electronic messages, including commercial electronic messages. Subject to these Terms and Conditions, LaSanta generally agrees with linking to the Site through a link, including a plain text link or logo link, without an additional written agreement between yourself and LaSanta. Notwithstanding the foregoing, LaSanta reserves the right to require that you remove any link from a website owned, operated, posted on or otherwise used by you to publish a reference to the Site through a link, at LaSanta's discretion, including for posting any link in association with, displayed with, or in any way connected with the Site, LaSanta, or LaSanta Group (as defined below in these Terms and Conditions).

**No Agency:** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms and Conditions.

**LASANTA GROUP:** THE FOLLOWING DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS REFERENCE AND APPLY TO LASANTA, INCLUDING ALL AFFILIATES OF OR ENTITIES RELATED TO LASANTA BOTANICALS LTD., AND ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF LASANTA BOTANICALS LTD., OR OF ANY AFFILIATE OR RELATED ENTITY, ANY OF THE FOREGOING ALONE OR IN ANY COMBINATION (COLLECTIVELY, THE "LASANTA GROUP").

**DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SITE, AND THE CONTENT ARE PROVIDED "AS IS", WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND BY LASANTA GROUP, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LASANTA GROUP EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. LASANTA GROUP MAKES NO WARRANTY THAT THE SITE, OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. LASANTA GROUP MAKES NO WARRANTY REGARDING THE QUALITY OF THE SITE, THE CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF

ANY CONTENT ON THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO STATEMENTS BY LASANTA GROUP OR ANY PERSON ON THE SITE SHALL BE INTERPRETED AS A STATEMENT THAT CANNABIS OR ANY CANNABIS PRODUCT IS A DRUG CONTAINING CANNABIS AS DEFINED IN THE CANNABIS REGULATIONS (CANADA) OR A THERAPEUTIC PRODUCT AS DEFINED IN THE FOOD AND DRUGS ACT (CANADA).

**DISCLAIMER OF LASANTA GROUP COMMUNICATIONS:** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE OR OTHERWISE FROM LASANTA GROUP, CREATES ANY WARRANTY OR CONDITION OTHER THAN AS EXPRESSLY MADE IN THESE TERMS AND CONDITIONS OR AS REQUIRED BY APPLICABLE LAW.

**DISCLAIMER OF THIRD PARTY STATEMENTS:** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, OR THE CONTENT. YOU UNDERSTAND THAT LASANTA GROUP DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS MADE BY OTHER PERSONS ABOUT THE SITE, THE CONTENT, OR LASANTA GROUP.

### **FORWARD-LOOKING INFORMATION**

THIS SITE MAY CONTAIN CERTAIN INFORMATION THAT IS FORWARD-LOOKING AND IS SUBJECT TO IMPORTANT RISKS AND UNCERTAINTIES. THE WORDS "ANTICIPATE", "EXPECT", "BELIEVE", "MAY", "SHOULD", "ESTIMATE", "PROJECT", "OUTLOOK", "FORECAST" OR OTHER SIMILAR WORDS ARE USED TO IDENTIFY SUCH FORWARD-LOOKING INFORMATION. FORWARD-LOOKING STATEMENTS IN THIS SITE ARE INTENDED TO PROVIDE LASANTA SECURITY HOLDERS AND POTENTIAL INVESTORS WITH INFORMATION REGARDING LASANTA AND ITS SUBSIDIARIES, INCLUDING MANAGEMENT'S ASSESSMENT OF LASANTA'S FINANCIAL AND OPERATIONS PLANS AND OUTLOOK. FORWARD-LOOKING STATEMENTS IN THE INVESTOR RELATIONS MATERIALS ON THIS SITE MAY INCLUDE, AMONG OTHERS, STATEMENTS REGARDING THE ANTICIPATED BUSINESS PROSPECTS AND FINANCIAL PERFORMANCE OF LASANTA AND ITS SUBSIDIARIES, EXPECTATIONS OR PROJECTIONS ABOUT THE FUTURE, AND STRATEGIES AND GOALS FOR GROWTH AND EXPANSION. ALL FORWARD-LOOKING STATEMENTS REFLECT LASANTA'S BELIEFS AND ASSUMPTIONS BASED ON INFORMATION AVAILABLE AT THE TIME THE STATEMENTS WERE MADE. ACTUAL RESULTS OR EVENTS MAY DIFFER FROM THOSE PREDICTED IN THESE FORWARD-LOOKING STATEMENTS. FACTORS THAT COULD CAUSE ACTUAL RESULTS OR EVENTS TO DIFFER MATERIALLY FROM CURRENT EXPECTATIONS INCLUDE, AMONG OTHERS, THE ABILITY OF LASANTA TO SUCCESSFULLY IMPLEMENT ITS STRATEGIC INITIATIVES AND WHETHER SUCH STRATEGIC INITIATIVES WILL YIELD THE EXPECTED BENEFITS, AND OTHER CANNABIS INDUSTRY ISSUES. BY ITS NATURE, FORWARD LOOKING INFORMATION IS SUBJECT TO VARIOUS RISKS AND UNCERTAINTIES, WHICH COULD CAUSE LASANTA'S ACTUAL RESULTS AND EXPERIENCE TO DIFFER MATERIALLY FROM THE ANTICIPATED RESULTS OR EXPECTATIONS EXPRESSED. READERS ARE CAUTIONED TO NOT PLACE UNDUE RELIANCE ON THIS FORWARD LOOKING INFORMATION, WHICH IS GIVEN AS OF THE DATE IT IS EXPRESSED IN THIS SITE OR OTHERWISE, AND TO NOT USE FUTURE-ORIENTED INFORMATION OR FINANCIAL OUTLOOKS FOR ANYTHING OTHER THAN THEIR INTENDED PURPOSE. LASANTA UNDERTAKES NO OBLIGATION TO UPDATE PUBLICLY OR REVISE ANY FORWARD-LOOKING INFORMATION, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS OR OTHERWISE, EXCEPT AS REQUIRED BY APPLICABLE LAW.

**LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASANTA GROUP IS NOT AND SHALL NOT BE HELD RESPONSIBLE OR LIABLE TO YOU OR ANY PERSON FOR ANY CLAIM OR REMEDY WHATSOEVER INCLUDING ANY CLAIM FOR, OR REMEDY INCLUDING, DAMAGES, EQUITABLE RELIEF, INJUNCTIVE RELIEF, OR OTHER REMEDY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING REMEDIES FOR ANY ADVERSE REACTION, PERSONAL INJURY (INCLUDING DEATH), LOSS OF USE, DISCLOSURE OR LOSS OF DATA, LOST PROFITS, BREACH OF CONFIDENCE, LEGAL, FINANCIAL OR OTHER PROFESSIONAL FEES,

CONSULTING FEES, OR OTHER INTANGIBLE LOSSES, WHATSOEVER AND HOWSOEVER CAUSED, REGARDLESS OF THE THEORY OF LAW PROVIDING A BASIS FOR THE REMEDY (INCLUDING CONTRACT, TORT, OR STATUTE), FOR ANY LOSS ARISING OUT OF OR IN ANY WAY CONNECTED WITH

(A) YOUR USE OR APPLICATION OF THE SITE, OR THE CONTENT;

(B) YOUR INABILITY TO USE OR APPLY THE SITE OR THE CONTENT;

(C) YOUR USE OF OR RELIANCE ON ANY CONTENT OR OTHER INFORMATION DISPLAYED ON, HOSTED ON, CONTAINED ON, OR OTHERWISE ACCESSIBLE THROUGH THE SITE;

(D) WITH THE SELECTION, ADOPTION OR IMPLEMENTATION OF ANY PARTICULAR COURSE OF TREATMENT FOR ANY ILLNESS OR CONDITION;

(E) ANY MISUSE OF THE SITE BY YOU OR OTHER PERSONS, INCLUDING IN CONTRAVENTION OF THESE TERMS AND CONDITIONS; OR

(F) ANY OTHER MATTER RELATED TO THE SITE.

IF YOU CHOOSE TO USE THE SITE OR THE CONTENT YOU DO SO AT YOUR DISCRETION AND RISK, AND WITHOUT ANY RECOMMENDATION TO DO SO FROM LASANTA GROUP. YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU ARE ACCESSING, APPLYING AND USING THE SITE, AND THE CONTENT, ONLY UNDER THE ADVICE OF A PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER IN ACCORDANCE WITH APPLICABLE LAW AND OTHERWISE AT YOUR OWN RISK AND UNDER YOUR OWN DISCRETION.

THIS LIMITATION OF LIABILITY APPLIES NOTWITHSTANDING, AS APPLICABLE (A) ANY POTENTIAL LIABILITY HAVING BEEN REASONABLY FORESEEABLE, (B) ANY ERROR OR OMISSION BY LASANTA GROUP OR IN THE CONTENT WHETHER OR NOT LASANTA GROUP KNEW OR OUGHT TO HAVE KNOWN OF, OR WERE OTHERWISE RESPONSIBLE FOR, ANY SUCH ERROR OR OMISSION, (C) LASANTA GROUP HAVING BEEN INFORMED OF THE POSSIBILITY OF POTENTIAL LIABILITY, OR (D) OTHER REMEDIES NOT BEING AVAILABLE OR NOT ADEQUATELY COMPENSATING YOU OR ANY OTHER PERSON.

**INDEMNITY:** YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD LASANTA GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND REMEDIES BROUGHT BY A THIRD PARTY ARISING FROM OR RELATED TO ANY USE OF THE SITE AND THE CONTENT. NOTWITHSTANDING THIS INDEMNITY, LASANTA GROUP RETAINS THE RIGHT TO PARTICIPATE IN THE DEFENSE AND SETTLEMENT NEGOTIATIONS RELATING TO THE FOREGOING WITH COUNSEL OF LASANTA'S SELECTION AT LASANTA GROUP'S DISCRETION, AND SOLE COST AND EXPENSE.

**DISCLAIMER ON EXPERIMENTAL FEATURES INCLUDING BETA FEATURES:** FROM TIME TO TIME, NEW FEATURES THAT MAY BE ACCESSED FROM THE SITE FOR TESTING AND EXPERIMENTATION BY YOU MAY BE PROVIDED, INCLUDING BETA FEATURES. SUCH NEW FEATURES ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR COLLATERAL, AND MAY BE MODIFIED OR DISCONTINUED AT LASANTA'S DISCRETION. THE PROVISIONS OF THIS AGREEMENT, INCLUDING ANY LIABILITY DISCLAIMER, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO SUCH FEATURES.

**ACKNOWLEDGEMENT:** THE PARTIES TO THESE TERMS AND CONDITIONS ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ON LIABILITY ARE REASONABLE IN THE CIRCUMSTANCES.

**LIMITATION ON QUANTUM:** NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND TO BE LIABLE, THE QUANTUM OUR LIABILITY TO YOU OR TO ANY OTHER PERSON IS LIMITED TO A MAXIMUM OF \$200.

**RESERVATION:** SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR CONDITIONS, OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU MEET THE REQUIREMENTS TO BENEFIT FROM THE LAWS OF SUCH JURISDICTION NOTWITHSTANDING THESE TERMS AND CONDITIONS.

**Notices:** Except as expressly stated otherwise, providing an email address or other information to LaSanta, constitutes your consent to receive any legal notices required by Applicable Law at the an email address or other contact information you provide to LaSanta. Any legal notice sent by email or other electronic communication in this manner shall be deemed to have been received 24 hours after the email or other electronic communication is sent by LaSanta, unless LaSanta is notified that the email address is invalid. Alternatively, we may give you legal notice by mail at any physical address you have provided to LaSanta. In such case, notice shall be deemed given three days after the notice is sent in the mail by LaSanta.

**Legal Disputes:** To the maximum extent permitted by Applicable Law, unless LaSanta agrees otherwise, any claim, dispute or controversy, whether based on a legal theory including, contract, tort, statute or regulation, and whether including a claim for pre-existing, present or future remedies, arising out of or relating the Site, the Content these Terms and Conditions or the Privacy Policy, in any context, will be determined by final and binding arbitration to the exclusion of the courts. Arbitration will be conducted in the city of Calgary on a simplified and expedited basis by one arbitrator pursuant to the *Arbitration Act* (Alberta). The foregoing does not, however, preclude LaSanta from seeking injunctive relief when necessary, as determined by LaSanta in its discretion, to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

**Law and Forum for Legal Disputes:** For residents of Québec: These Terms and Conditions will be interpreted in accordance with the laws of the Québec and the federal laws of Canada applicable therein, without regard to conflict-of-law provisions. You agree that to the extent any claim or dispute you may have against LaSanta is resolved in Court, the claim or dispute must be resolved exclusively by a Provincial Court or Federal Court located in Québec. You agree to submit to the personal jurisdiction of the courts located within Québec for the purpose of litigating all such claims or disputes. For residents of provinces outside of Québec: These Terms and Conditions shall be governed in all respects by the laws of Ontario and the applicable federal laws of Canada, without regard to conflict of law provisions. You agree that to the extent any claim or dispute you may have against LaSanta is resolved in Court, the claim or dispute must be resolved exclusively by a Provincial Court or Federal Court located in Alberta. You agree to submit to the personal jurisdiction of the courts located within Ontario for the purpose of litigating all such claims or disputes.

**Additional Terms and Conditions:** When reviewing Content or otherwise accessing the Site, you are subject to any posted policies or rules applicable to the Site, which are available on the applicable portion of the Site Subject to any additional policies or rules, these Terms and Conditions constitute the entire agreement between you and LaSanta with respect to the Site, the Content, and any information obtained through the Site by communication with LaSanta personnel.

**Term and Termination:** These Terms and Conditions will become effective upon your acceptance of these Terms and Conditions as updated from time to time by your use of the Site. These Terms and Conditions will remain in full force and effect unless and until updated or terminated hereunder. You acknowledge that LaSanta has the right, in its discretion, to terminate or suspend your access to the Site, or to limit or deny your access to or participation in any Content, offered by LaSanta at any time without notice to you and without liability to you or any person, if you violate or threaten to violate any of these Terms and Conditions, if you violate or threaten to violate any rights of LaSanta, interfere with any other person's access to or use of the Site, or if LaSanta decides in its discretion for any reason whatsoever access to the Site by any person, access to Content by any person, is otherwise detrimental to the Site, LaSanta or LaSanta Group more broadly, or LaSanta's suppliers or licensors. If you believe that someone has violated these Terms and Conditions, please contact LaSanta with details. LaSanta may decide, in its discretion, to investigate

the report and decide, in its discretion, to take any action relating to that report. LaSanta does not have any obligation or liability to you for the performance or non-performance of those activities and has no obligation to communicate any decision or action taken as a result of your communication with LaSanta.

**Interpretation:** In these Terms and Conditions, (a) headings are for reference purposes only and do not limit the scope or extent of such section; (b) words importing the singular number only also include the plural, and vice versa; (c) “**person**” includes an individual, corporation and any other legal entity; (d) “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; (e) “**law**” includes common law, equity, statutes and regulations; and (f) “**discretion**” mean a person’s sole, absolute and unfettered discretion.

**General:** You can communicate with LaSanta by email as indicated in these Terms and Conditions. You can communicate with LaSanta by mail at Unit 3, 4640 Manhattan Road S.E., Calgary, Alberta T2G 4B5. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms and Conditions.

**Language:** You and LaSanta have each expressly requested and required that these Terms and Conditions and all related notices and other documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.* Subject to Applicable Law, any non-English translation of these Terms and Conditions provided by LaSanta is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version of these Terms and Conditions will take priority and govern.

If you have any questions, comments or concerns about these Conditions, please contact LaSanta’s Administration Officer by email at [info@lasanta.com](mailto:info@lasanta.com) or by mail at the address above with attention to the Administration Officer.