

BELEAVE INC. TERMS OF USE

1. Introduction

The websites www.beleave.com and www.seven-oaks.ca (each, a “**Website**”) are owned and operated by Beleave Inc., an Ontario corporation (“**Beleave**”, “**we**”, “**us**”, “**our**”). These Terms of Use (“**Terms**”) apply to the use of the Website and the products and services offered on or through the Website (collectively, the “**Products**”). These Terms incorporate Beleave’s Privacy Policy, which explains how we handle your personal information. You can access the Privacy Policy [here](#).

PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU USE OR ACCESS OUR WEBSITE OR PURCHASE ANY OF OUR PRODUCTS.

THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, LIMITATIONS AND EXCLUSIONS. ACCESS AND USE OF THE WEBSITE AND THE PRODUCTS PROVIDED BY BELEAVE ON THE CONDITION THAT YOU ACCEPT THESE TERMS. BY ACCESSING OR USING THE WEBSITE OR PRODUCTS (INCLUDING THE PURCHASE OF ANY PRODUCTS OFFERED ON THE WEBSITE), YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE OR PURCHASE THE PRODUCTS AVAILABLE ON THE WEBSITE.

BY CLICKING THE “I ACCEPT” BUTTON OR BY USING OUR WEBSITE OR PURCHASING OUR PRODUCTS, YOU ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER (OR OF LEGAL AGE IN YOUR JURISDICTION REQUIRED TO (1) FORM A BINDING CONTRACT IF THAT AGE IS OVER 18; AND (2) PURCHASE CANNABIS OR CANNABIS RELATED PRODUCTS, ACCESSORIES, PARAPHERNALIA OR OTHER MERCHANDISE.)

2. Void Where Prohibited by Law

If you are located in a jurisdiction where it is forbidden by law to purchase the Products or services offered by or on the Website or to participate in activities in connection with the Website, you may not enter or use the Website or purchase the Products offered on the Website. By using this Website you are explicitly stating that you have verified that your use of this Website and purchase of the Products is permitted under applicable law.

The Website is not intended for use by individuals under the age of majority. If you are under the legal age of majority in your jurisdiction of residence or if you are under the age of majority in the location from which you are accessing the Website, please exit the Website and do not attempt to purchase any Products offered through the Website.

3. Privacy

Beleave is subject to the *Personal Information Protection and Electronic Documents Act* (Canada) and applicable Canadian provincial privacy legislation. Privacy laws vary by jurisdiction. You acknowledge and agree that access to the Website and the purchase of any Products through the Website is provided via the Internet and that your information, including personal information (as defined in the Privacy Policy), may be transferred across national borders and stored or processed in accordance with the terms and conditions of our [Privacy Policy](#).

4. Members

In order to access the Website and purchase Products on the Website, you may need to sign up for, open and maintain an account (“**Account**”) on the Website. Prior to completing the signup process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of these Terms. If you do not agree to these Terms, you may not sign up for an Account and you shall not have the right to use the Website or purchase Products offered on the Website.

You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete.

You must not provide information that is inaccurate or impersonates any other person, including but not limited to, any Beleave employees or other users. In addition, you must not provide information that is deliberately confusing or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate or which breaches the requirements specified in these Terms. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website, Products via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You may not use the account, username, or password of anyone else at any time. You agree to notify us immediately of any unauthorized use, theft or misappropriation of your Account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You cannot transfer your Account to any other person or permit anyone to use the Account.

We hereby disclaim any and all responsibility or liability for any unauthorized use of your Account.

5. Products

Subject to Section 2 of these Terms, the Website may allow you to purchase our Products.

Order Process: For a patient to receive an order, a Patient Registration Form (“PRF”) must be completed online. The PRF creates an account, at which time, the Ample Organics system will send an automatically generated email requesting a copy of the medical prescription. The clinic then fax a copy of the prescription to Customer Service. Once verified, the patient completes payment online at which time the order is shipped to the patient as per the patient account details.

Some situations may result in your order for Product(s) or services being cancelled. These include, but are not limited to: limitations on the quantities of any Products available for purchase; inaccuracies or errors in Product or pricing information; Product restrictions mandated by local, provincial, national or

international regulations; and problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order.

For the avoidance of doubt, we reserve the right, at our sole discretion, to limit quantities available of any Product for sale or sold, and the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your payment method (e.g., credit card) has been charged, we will issue a credit to you (e.g., refund to your credit card you used to make the purchase) in the amount of the charge

Although we will endeavor to provide you with the most accurate information regarding the Products, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing, Product or service information, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on this Website.

Subject to applicable laws, we may amend the Website, the Products listed on the Website, and/or the amounts that we charge for same at any time, without prior notice.

6. Payment

The prices displayed on this Website are quoted in Canadian dollars. Fees for any Products do not include any applicable sales, use, excise, value-added or other taxes or governmental charges, and you shall be responsible for, and shall promptly pay, same. Unless stated otherwise, note that the price of any Products on our Website do not include shipping and handling or any applicable sales, use, excise, value-added or other taxes or duties. You are responsible for the payment of same.

Payments are processed through Global Payments in compliance with cannabis government standards.

No refunds or exchanges are available under any circumstances for any Products purchased.

7. Personal Use Only

Unless we expressly consent otherwise, the Website, Products are only for personal use (and not for commercial purposes).

8. Restrictions and Code of Conduct

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Beleave's computer systems or perform functions that you are not authorized to perform pursuant to these Terms.

While using the Website or the Products offered for sale through the Website, you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Website and the Products. In addition, without limiting the foregoing, you agree not to:

- post anything that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;

- post anything that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;
- post anything that infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (c) any confidentiality obligation;
- post anything that (a) does not generally pertain to the designated topic or theme of this Website; (b) violates any specific restrictions applicable to the Website, including age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including anything that can be construed as “spamming”, “flooding”, or “trolling”, as those terms are commonly understood and used on the internet;
- post anything that: (a) expresses or implies that any statements you make or actions you take are endorsed by us; (b) impersonate another person (including celebrities); (c) indicate that you are a Beleave employee, representative of Beleave; or (d) attempt to mislead users by indicating that you represent Beleave or any of Beleave’s partners or affiliates;
- post anything that is commercial, business-related or advertises or offers to sell any Products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- download, copy, reproduce, republish, upload, post, transmit, modify, distribute or publicly display any of the content or information contained in the Website, except as expressly authorized by Beleave in writing;
- violate, plagiarize or infringe on our rights or the rights of any third party, including copyright, trademark, privacy, contractual or other personal or proprietary rights;
- attempt to access another user’s Account, including, without limitation, attempts to use another user’s credentials to create an account on our Website unless you are expressly authorized to do so pursuant to an agency agreement;
- create multiple Accounts for the purpose of sale or transfer to others, transfer your Account to others, park your Account or those of others, or use another person's Account with Beleave;
- use the Websites or the Products available through the Website for any commercial purpose or for the benefit of any third party on in any manner not permitted by these Terms;
- remove any proprietary notices or labels on the Website or Products;
- transmit any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, or other form of solicitation through our Website;
- engage in any conduct which we, in our sole discretion, deem to be detrimental to our interests, including, without limitation, acting or failing to act in a manner contrary to these Terms, or intentionally interfering with the Website or our computer systems;

- collect, store, or attempt to collect or store, any personal information from the Website or from other users without their express permission;
- impersonate or misrepresent your qualifications or your affiliation with any person or entity;
- mirror or frame any part of the Website without our express prior written consent;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website, without our express prior written consent;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

Engaging in prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws and constitutes a breach of these Terms. If you have reason to believe that another person is using the Website in a way that is harmful to you (e.g., to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

9. Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor any activity on our Website, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms.

PLEASE NOTE THAT WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT: (I) THIS WEBSITE OR ANY PORTION THEREOF, WILL BE MONITORED (E.G. FOR ACCURACY OR UNACCEPTABLE USE); (II) APPARENT STATEMENTS OF FACT WILL BE AUTHENTICATED; OR (III) WE WILL TAKE ANY SPECIFIC ACTION (OR ANY ACTION AT ALL) IN THE EVENT OF A CHALLENGE OR DISPUTE REGARDING COMPLIANCE OR NON-COMPLIANCE WITH THESE TERMS. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Website by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, and/or inappropriate, including content that violates the Terms.

We have the right, but not the obligation, to delete any communications, content or other materials on this Website at any time without notice or liability to you.

10. Investigations

You agree that Beleave or its representatives may access your Account and all information and any records related thereto on a case-by-case basis to investigate complaints or allegations of: (i) any breach of these Terms; (ii) infringement of third party rights; or (iii) any unauthorized use of this Website or Products. Beleave does not intend to disclose the existence or occurrence of such any investigation unless required by law or if requested by law enforcement officials.

11. Availability

WHILE WE ENDEAVOUR TO KEEP DOWNTIME TO A MINIMUM, WE CANNOT PROMISE THAT THE WEBSITE OR AVAILABILITY OF THE PRODUCTS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. WE RESERVE THE RIGHT TO INTERRUPT/SUSPEND THE WEBSITE OR THE AVAILABILITY OF THE PRODUCTS, OR ANY PART

THEREOF, WITH OR WITHOUT PRIOR NOTICE FOR ANY REASON AND YOU SHALL NOT BE ENTITLED TO ANY REFUNDS OF FEES FOR INTERRUPTION OF THE WEBSITE OR THE AVAILABILITY OF THE PRODUCTS.

12. Access to the Internet

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use the Website, and you shall be solely responsible for all charges and fee related thereto.

13. Currency of Website

Beleave updates the information on the Website periodically. However, Beleave cannot guarantee or accept any responsibility or liability for the accuracy, currency, or completeness of the information on the Website. Beleave may revise, supplement or delete information, Products and/or the resources contained in the Website and in connection with the Products and reserves the right to make such changes without prior notification to past, current or prospective visitors

14. Linked Websites

The Website may provide links to third party websites for your convenience only. The inclusion of these links does not imply that Beleave monitors or endorses these websites. Beleave does not accept any responsibility for such websites. Please be aware that these third party websites are governed by separate terms and conditions and privacy policies. We encourage you to be aware when you click these links and leave our Website. Your use of these third party websites is at your own risk. BELEAVE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS, CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR THE RELIANCE UPON ANY INFORMATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITES OR LINKED RESOURCES.

15. Internet Software or Computer Viruses

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Website.

BELEAVE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE WEBSITE OR YOUR DOWNLOADING OF ANY OF USER MATERIALS OR OTHER CONTENT FROM THE WEBSITE.

Beleave recommends that you install appropriate anti-virus or other protective software.

16. Ownership of Content and Materials

Content

Except for public domain material and the information you submit to the Website (including your personal information such as a photo of your driver's license), all content and material on and/or forming part of our Website from time-to-time, including all text, communications, files, URLs, information, links, graphics, audio, video, animation, logos, trademarks service marks and trade names, and the design and

arrangement thereof, source code and software, and any and all accompanying data (collectively referred to as the “**Content**”), are protected by copyright, trademark and other laws, and are owned or controlled by Beleave, its affiliates or its licensors. All rights not expressly granted to you in these Terms are reserved. Except for your use as authorized in these Terms, you may not, directly or indirectly, adapt, republish, display, upload, post, transmit, broadcast, communicate to the public (including by telecommunication), sublicense, sell, reverse engineer, decompile or disassemble, merge with other data, frame in or post on another website, create derivative works from, translate, modify, reproduce, perform, distribute, transfer or otherwise use the Content, or individual sections of the Content, or authorize anyone to do any of the foregoing acts, without our express prior written permission.

Trademarks

The trademarks, service marks or logos displayed on the Website or App (collectively, the “**Marks**”) are registered and unregistered trademarks of Beleave, its affiliates or of our licensors. Nothing in these Terms should be construed as granting any license to use any Marks without our express permission or permission from the applicable trademark owner. Unauthorized use of any Marks are prohibited, and may be a violation of federal and international trademark laws. You acknowledge that you do not acquire any ownership rights by using our Website.

Your Feedback

We would love to hear from you and welcome any feedback, comments and suggestions you may have to improve our Website and the Products we offer (“**Feedback**”). When you submit Feedback through the Website or by contacting us directly at atinfo@beleave.com, you grant to Beleave and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license (under any and all intellectual property rights that you own or control) to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

You further agree that with respect to any Feedback provided by you to us, via email or otherwise, that (i) Beleave has no obligation concerning such Feedback; (ii) such Feedback is non-confidential; and (iv) such Feedback is truthful and does not violate the legal rights of others.

User Materials

By posting, downloading, displaying, performing, transmitting or otherwise distributing any communications, content or other materials to the Website (“**User Materials**”), you hereby grant to Beleave and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license (under any and all intellectual property rights that you own or control) to use, copy, modify, create derivative works based upon and otherwise exploit the User Materials for any purpose. By posting User Materials on the Website, you represent and warrant that you own the rights to the User Materials or are otherwise authorized to post, distribute, display, perform, transmit or otherwise communicate the User Materials and that such User Materials do not violate any applicable laws or the rights of any person or entity.

You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose property or information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of the Website and agree to obtain and maintain all such consents or permissions throughout the term of these Terms, at your sole cost and expense.

17. Limitation of Liability and Disclaimer

THE WEBSITE, PRODUCTS, CONTENT AND ALL OF THE INFORMATION AND OTHER MATERIALS AVAILABLE THE WEBSITE (THE “**MATERIALS**”) ARE PROVIDED “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, BELEAVE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BELEAVE DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, PRODUCTS, CONTENT OR MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE, THE PRODUCTS, THE CONTENT AND THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL BELEAVE OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS, SUCCESSORS OR ASSIGNS (THE “**BELEAVE PARTIES**”) BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF INFORMATION), ARISING UNDER OR OUT OF THESE TERMS, INCLUDING WITHOUT LIMITATION, YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE PRODUCTS, THE CONTENT, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF BELEAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISCONDUCT), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, BELEAVE’S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS WEBSITE, THE PRODUCTS, THE CONTENT AND THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE GREATER OF: (I) FIFTY PERCENT (50%) OF THE FEES THAT YOU ACTUALLY PAID TO BELEAVE IN CONSIDERATION OF ANY PRODUCTS PURCHASED BY YOU UNDER THESE TERMS OF USE; AND (II) FIVE (\$5.00) DOLLARS CAD.

BELEAVE DOES NOT ASSUME ANY RISKS BEYOND THOSE EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

18. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BELEAVE PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY’S FEES ARISING TO THE BELEAVE PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE BELEAVE PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE WEBSITE OR PRODUCTS; (2) YOUR BREACH OF ANY OF THESE TERMS OF USE; (3) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER MATERIALS CAUSED DAMAGE TO A BELEAVE PARTY OR A THIRD-PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE WEBSITE; OR (6) ANY ACTIVITY USING YOUR EMAIL ADDRESS AND PASSWORD BY YOU OR ANY OTHER PERSON ACCESSING THE WEBSITE, THE PRODUCTS, THE CONTENT OR THE MATERIALS USING YOUR ACCOUNT, EMAIL ADDRESS OR OTHER CONTACT INFORMATION.

IF ANY OF THE BELEAVE PARTIES TAKES ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TERMS, SUCH BELEAVE PARTY WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO THE BELEAVE PARTY.

19. Governing Law

These Terms and your use of our Website shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising under these Terms shall be resolved exclusively by the courts in the Province of Ontario.

If any provision of these Terms is deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between you and Beleave in connection with your use of our Website.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including without limitation the right to block access from a particular mobile device.

20. Copyright Dispute Policy (Canada – Copyright Act)

If you believe that material or content that resides or is accessible on or through the Platform infringes a copyright, please send a notice of copyright infringement containing the following information to Beleave's designated agent:

- contact information about the claimant including name, address and other particulars required to communicate with the claimant;
- identification of the work or other subject matter to which the claimed infringement relates;
- description of the claimant's interest or rights with respect to the copyright in the work or other subject matter;
- identification of electronic location of the infringing materials to which the claimed infringement relates, with sufficient detail so that Beleave is capable of finding and verifying its existence;
- identification of the date and time of the commission of the claimed infringement; and
- any other information that may be prescribed under applicable laws.

The notice may not contain any of the following:

- an offer to settle the claimed infringement or reference, including by way of hyperlink, to such an offer, request or demand;
- a request or demand, made in relation to the claimed infringement, for payment or for personal information; or
- any other information that may be prescribed under applicable laws.

If the notice is non-compliant with the foregoing requirements, Beleave is not obligated to pass the notice on to the alleged infringer and to otherwise preserve that person's identity for subsequent enforcement proceedings.

If a proper *bona fide* infringement notice is received by the designated agent, it is Beleave's policy to (i) remove or disable access to the infringing material; (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and/or (iii) discipline repeat offenders in accordance with applicable laws, by removing and/or terminating the offender's access to or use of the Platform, Services and/or Content thereon. If the notice is non-compliant with the foregoing requirements, Beleave is not obligated to pass the notice on to the alleged infringer and to otherwise preserve that person's identity for subsequent enforcement proceedings.

Notice of claims of copyright infringement should be provided to Beleave's designated agent via email to info@beleave.com or via mail to the following address:

115-2030 Bristol Circle, Oakville, Ontario, L6H 0H2

21. Term and Termination

Beleave may, from time to time, but is in no way obligated to, permit you to access and use the Website in accordance with these Terms and in the manner more particularly set out herein. You acknowledge and agree that access to the Website and Products may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that Beleave shall not, in any event, be responsible to you in any way should you be unable to access the Website at any time or from time to time.

Beleave may, at its sole discretion, at any time and from time to time, without notice, suspend or terminate your Account, your right to use the Website or your purchase of Products. Upon termination of your Account, your right to use the Website or your purchase of any Products, you shall immediately cease and desist from all use of your Account, the Website and purchase of Products.

22. Suspensions

Without limiting Section 20 above, Beleave reserves the right to suspend your Account and/or your access to the Website and/or our Products immediately, with or without notice to you, and without liability to you, if Beleave, in its sole discretion, believes that:

- you have violated or otherwise breached these Terms;
- any information provided by you is untrue, inaccurate, not current or incomplete; or
- you, or any other parties, are obtaining unauthorized access to our Website or any other systems or information of Beleave.

These suspensions will be for such periods of time as Beleave may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

23. Miscellaneous

These Terms are not assignable, transferable or sub-licensable by you except with Beleave's prior written consent. We may assign, transfer or convey these Terms to a third party without notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Subject to any additional terms and conditions presented to you at the time of such purchase of a Product, these Terms set out the entire agreement between us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us.

24. Questions about the Website, Products or these Terms

If you have any questions, concerns or suggestions regarding the Website, the Products, or the Content, please contact us at: info@beleave.com.