

TERMS OF USE

Effective Date: These Terms of Use (“TOU”) are effective as of March 31, 2021.

This site e-learning platform (“Site”) is offered by the Alcohol and Gaming Commission of Ontario (“AGCO”) for use by individuals who use the Site for purposes of e-learning and completion of course materials pertaining to the sale of cannabis in Ontario-based cannabis retail stores sales and/or reporting requirements for those who operate Ontario-based cannabis retail stores. Premergergency Inc. (“Host,” or “we”) operates and hosts the Site for the benefit of AGCO.

These Terms of Use contain important terms and conditions that describe your rights and obligations and describe how you can use the Site. Please read these TOU carefully. You are offered access and use of the Site only on the terms and conditions set forth in this TOU. By accessing and using the Site, and regardless of whether you register on the Site, you agree to the TOU.

GENERAL TERMS

CONTENT

- When we use the term “Content,” we mean any information, data, music, sound files, photographs, graphics, images, videos, articles, or other content accessible on the Site. Content is provided by AGCO. Host and AGCO make no, and hereby disclaim all, representations or warranties about the Content.
- The Content in the training materials is not intended to be an exhaustive or a definitive examination of the legislative requirements (which are defined by statute, regulations and standards). Users are advised that these legislative requirements change from time to time and it is each user’s ongoing obligation to keep themselves apprised of any changes even if users have completed training modules.
- “Linked Content” is any content, materials, or website other than the Site that you may directly visit through a link found on the Site. The Site may contain links to Linked Content. Neither AGCO nor Host endorse or assume any responsibility for any such Linked Content, or any information, materials, products, or services found or offered on or through Linked Content. If you access Linked Content from the Site, you do so at your own risk, and you understand that these TOU and the Privacy Policy do not apply to your use of such Linked Content. You expressly release each of Host and of AGCO from any and all liability arising from your use of any Linked Content, the Site, or Content.
- When you access and use this Site, information submitted by you will come under the custody and control of the data controller (i.e. AGCO). This information may include personal data (e.g. your name, e-mail, contact details, etc.). The Host's role is to process this data on behalf of the data controller. Processing means (among other things): ensuring this Site runs properly, that your data is securely stored and is available to the data controller so that they can effectively manage the Site.

REGISTRATION

- You may be required to register before accessing certain features or functions on the Site. In the event you need to register, the bulleted points in this section entitled “REGISTRATION” apply to

you. To register for an account on the Site, you must either: (a) be the age required by law where you live to form a binding contract with the Host or (b) possess parental or guardian consent to agree to these TOU and access and use the Site. When you register, you will: (i) submit only true, accurate, current and complete information about yourself as prompted by the Site's registration procedure (the "Registration Data"); and (ii) maintain and regularly update the Registration Data to keep it true, accurate, current and complete.

- If you provide any information that is untrue, inaccurate, not current or incomplete, or AGCO/ Host suspects that you have provided such information, your account may be suspended or terminated.
- After you complete the user registration process at the Site, you will receive a user password and account name to access the Site. You: (i) are fully responsible for maintaining the confidentiality of your password and account; (ii) are fully responsible for all activities that occur under your password or account; (iii) must immediately notify Host if you are aware or suspect any unauthorized use of your password or account or any other breach of security; and (iv) must create no more than one user account at the Site.
- We, or our agents, may require access to your user account to respond to service or technical issues.
- AGCO may communicate with you through your user account by sending messages, newsletters, and other information.

TERMINATION

- Host may, in its sole discretion or at the direction of AGCO, and with or without notice to you, for any reason, terminate your password, account or use of the Site (or any part), and remove and delete any Content within the Site for any reason.
- You agree that Host may, in its sole discretion and at any time, discontinue providing the Site (or any part of the Site) to you with or without notice, and without liability to you or any third parties.

PRIVACY POLICY

Use of the Site by you, including our collection of Registration Data and other personal information about you, is subject to the Privacy Policy, which governs how Host and AGCO use your personal information.

USER CONDUCT

You understand and agree that:

- you shall not:
 - transmit Content that is or includes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," surveys, contests or any other form of solicitation;
 - transmit Content that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to or that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- impersonate any person or entity, including without limitation another user of the Site, or falsely state or otherwise misrepresent your affiliation with a person or entity (for example, completing training modules for someone else);
 - create a false identity for the purpose of misleading others as to your identity or the originator of a message;
 - interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- You must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, appropriateness, or usefulness of such Content.
 - Your username/screen name will be seen by AGCO and may be made publicly available on the Site or elsewhere. Additionally, even if your username / screen name is not made public or available to third parties on the Site, your Content may be subject to applicable open records laws.
 - The Site gives you the opportunity to communicate with third-parties, including the AGCO. You acknowledge and agree that your communications with AGCO and any third-parties via the Site are solely between you and AGCO and the relevant third parties.

MODIFICATIONS AND DISCONTINUANCE

Both Host and AGCO reserve the right at any time and from time to time to modify or discontinue access to the Site (or any part), with or without notice, temporarily or permanently without liability to you or to any third party.

ISSUES

If you encounter technical issues with the Site, or have questions about the Site, please contact the Host at support@premergency.com.

DISCLAIMERS

Host offers the Site and Content to you on an “as-is” and “as available” basis without warranty of any kind. Host makes no representation or warranty that the Site will be uninterrupted, timely, secure, or error free. To the fullest extent allowed by applicable law, Host expressly disclaims all warranties of any kind arising from or related to the Site or Content, whether express or implied, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

INDEMNITY AND RELEASE

You shall indemnify and hold Host, and its subsidiaries, affiliates, officers, agents, and other partners, and employees harmless from, and at Host’s request, defend any or all of the foregoing against, any claim, cause of action, proceeding or demand and all related costs, expenses, damages, and other liabilities, including reasonable legal fees, related to or arising out of: (a) your interactions or relationship with AGCO; and (b) your violation of any other's rights or applicable law.

You shall also indemnify and hold AGCO, its officers, agents, and employees harmless from, and at AGCO's request, defend any or all of the foregoing against, any claim, cause of action, proceeding or demand and all related costs, expenses, damages, and other liabilities, including reasonable legal fees, related to or arising out of: (a) your interactions or relationship with AGCO and/or Host; and (b) your violation of any other's rights or applicable law.

HOST'S PROPRIETARY RIGHTS

Host is hosting this site for AGCO and will not use any data you post to the site for anything other than benchmarking, using de-identified data, and reporting to the client unless that data is publicly available. Host does not sell lists of user details to third parties. However, Host needs the rights to share the data with AGCO and occasionally to assist in its analysis. AGCO needs the rights to use the data in order to properly listen to the community and to carry out its operations. The clause below facilitates this.

- You acknowledge and agree that:
 - the Site and any necessary software and technology used in connection with the Site, contain proprietary and confidential information protected by applicable intellectual property and other laws; and
 - the Content presented to you via the Site or via third parties may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- You hereby grant to Host and to AGCO a non-exclusive, perpetual, irrevocable, royalty-free, paid-up right and license to: (a) use your name or user/screen name for Host's business purposes, including to provide the Site to the AGCO; and (b) use your name or user/screen name for AGCO's business purposes. Host only uses content for the purpose of benchmarking, use of de-identified data and providing reports to AGCO.
- You shall not use any insignia or logo of AGCO or of Her Majesty the Queen in right of Ontario except where you have received the prior written permission of AGCO to do so.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE HOST, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS and AGCO ("RELEASED PARTIES"), EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS. THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN

DOLLARS (\$10.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

CHANGES

The TOU may change from time to time without prior notice to you and an updated TOU will be posted to the Site. Your sole and exclusive remedy if you do not agreed to the modified TOU will be to cease all access and use of the Site.

GENERAL INFORMATION

- The TOU and the Privacy Policy constitute the entire agreement between you and Host and between you and AGCO, and governs your use of the Site, superseding any prior agreements between you and Host and between you and AGCO.
- Failure to exercise or enforce any right or provision of the TOU must not be treated as a waiver of the right or provision.
- If any provision of the TOU is found by a court of competent jurisdiction to be invalid, then such provision is deemed deleted, but the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect.
- Your rights and obligations under the TOU are personal and may not be assigned or dealt with in any way without our permission, and which may be withheld in our absolute discretion.
- Headings in the TOU are for convenience only and do not affect interpretation.

This TOU last revised March 31, 2021.