



Terms and conditions of Use

We recommend that you print a copy of these Terms and Conditions of Use for future reference.

Definitions

- “Disputes” to say or show that (something) may not be true, correct, or legal
- “Distribute” means to incorporate, run, submit, use, display, copy, upload, post, reproduce, embed, communicate, publish, distribute, create derivative works of, adapt, translate, perform, transmit, arrange, modify, export, merge, transfer, share, outsource and/or make available.
- “Includes” and “including” means including without limiting the generality of the foregoing.
- “Marks” means THE HOT BUDS brand, name and logo and any other trademarks, trade dress, designs, trade names, domain names and logos appearing on or in connection with the Service.
- “The Hot Buds Inc.” including all of its affiliates, subsidiaries, shareholders, officers, directors, agents, users, representatives, contractors, suppliers, customers, licensors, licensees, partners and employees. From time to time, The Hot Buds is referred to in these Terms of Use as “we” or “us”.
- “Person” includes natural persons and any type of incorporated or unincorporated entity.
- “Registered user” means a person who has created and registered an account with the Service.
- “Service” means the Site, and any information provided by The Hot Buds on the Site, including the online retail services.
- “Site” means this website, having the URL <https://HotBuds.ca>, as well as any related applications made available by The Hot Buds on the Site and in any app stores for use on mobile devices, tablets, personal computers and other devices and subdomains and subsidiary sites, and all of the related web pages relating thereto, including, but not limited to, content, user interfaces, visual interfaces, applications, software, information, photographs, images, ideas, illustrations, audio clips, video clips, data, code, designs, pictures, graphics, text, files, icons, user

accounts, titles, themes, objects, techniques, databases, dialogue, locations, concepts, artwork, sounds, musical compositions, audio visual effects, methods of operation, moral rights, company names, trademarks, logos and trade names or other materials uploaded, downloaded and/or contained in or electronically Distributed on the Site or in connection with the Service, including the manner in which the said content and information is presented or appears, together with all intellectual property rights therein.

- “Terms and Conditions of Use” means these Terms and Conditions of Use, and includes the Privacy Policy on the Website and any other policies, operating rules and procedures referenced herein and/or available by hyperlink in these Terms of Use, and any additional terms, conditions or future modifications as described herein.
- “Use” or “uses” includes accessing, registering, viewing, reading, copying (whether in whole or in part), creating an account, distributing User Content, and purchasing.
- “User” means a person who uses and accesses the service in any manner, including merely accessing or viewing the Site, and includes a registered user, visitor, customer, contributors of User Content, or browser. Such a person is referred to in these Terms and Conditions of Use as “user” or “you”.
- “User Content” means user-generated content about The Hot Buds’ products and services, including questions, suggestions, information, inquiries, testimonials, feedback, reviews, emails, ideas, drawings, comments, opinions, audio, videos, photographs, or other content or material, including any intellectual property rights relating thereto.

Terms and conditions of Use

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the HOTBUDS.Ca website (“Website” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and Hot Buds Inc. (“Hot Buds Inc.”, “we”, “us” or “our”). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Hot Buds Inc., even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services. By using this website, you “AGREE” to these terms of use. Should you disagree with these terms, please do not use this website and leave.

Accounts and membership

You must be NINETEEN (19) years old or older to use or access this website or use or access, or attempt to use or access, the services. These services are not intended for use by individuals under the age of NINETEEN (19) years.

By accessing and/or using any portion of the website and services, you acknowledge that you are NINETEEN (19) years old or older, you have the right, authority and capacity to “AGREE” to comply with this policy and you will use this website and services in a manner consistent with any and all governing laws and regulation.

If you are under the age of Nineteen (19) you are not permitted to access this site and you MUST this site immediately.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. Should we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Sensitive and private data exchange happens over a SSL secured communication channel and is encrypted and protected with digital signatures, and the Website and Services are also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Advertisements

During your use of the Website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Website and Services may link to other resources, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, Hot Buds Inc. will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or

disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Hot Buds Inc. or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Hot Buds Inc. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of Hot Buds Inc. or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Hot Buds Inc. or third-party trademarks.

Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No

advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Hot Buds Inc., its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Hot Buds Inc. and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Hot Buds Inc. for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Hot Buds Inc. and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Ontario, Canada without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Canada. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Ontario, Canada, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to info@hotbuds.ca or write a letter to 25 Kensington Ave., Toronto, Ontario, Canada M5T 2JB.

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