

HALIGONE'S GENERAL TERMS AND CONDITIONS

Important notice: Please be aware that section 13 contains important disclaimers and limitations of liability. Please read these Terms and Conditions carefully before accessing or using our website or platform.

These General Terms and Conditions ("Terms" or "Terms and Conditions") constitute a legally binding contract between you and www.haligone.com ("Haligone", "us", "we", or "our"), operated by Haligone Inc. established under the federal laws of Canada with its registered office in Halifax, Nova Scotia, Canada.

These Terms apply to all users of our Platform, including merchants ("Merchant") using the Platform to sell their merchandises ("Items") and users who purchase merchandises through the Platform or browse the content on the Platform (in either case "Customers"). If you are using the Platform on behalf of another person or legal entity, you represent and warrant that you are an authorized representative of such person or entity. The term "user", "you" or "your" refers to the individual or legal entity, as applicable, accessing or otherwise using the Platform. You and Haligone are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

You indicate that you have read and accept these Terms by accessing and browsing through the Platform. Haligone may amend these Terms and Conditions from time to time. Amendments will be effective upon Haligone's posting of such updated Terms and Conditions at this location. Your continued access or use of the Platform after such changes constitutes your consent to be bound by these Terms, as amended.

1. Privacy Policy. We take industry standard security measures to protect personal information under our control from loss, misuse, and alteration. Personal information provided on the website and online credit card transactions are transmitted through a secure server using Secure Socket Layering (SSL) encryption technology. Important information about Haligone's practices on the collection, use and disclosure of users' personal information is governed by our Privacy Policy (<https://shop.haligone.com/privacy-policy/>), which forms a part of this Agreement.

2. Additional Terms.

[a] In addition to these Terms and the Privacy Policy, users may be subject to additional terms agreed in separate agreements with Haligone. In the event of any conflict, the terms of the separate Haligone agreement will prevail.

[b] For Customers, you acknowledge that Merchants may impose additional privacy policies which govern their practices in collecting, storing, using and disclosing your personal information. You understand that Merchants may impose additional terms and conditions ("Retail Terms") for issuing refund, making exchanges, and providing warranties and repairs to your orders of Items on the Platform. You hereby represent and warrant to Haligone that you acknowledge and agree with such privacy policies and Retail Terms imposed by any Merchant through using the Platform.

3. User Accounts and Using the Platform in General.

[a] You represent and warrant that all information supplied by you, including your personal information, on the Platform is true, accurate, current and complete. You must not share your account credentials with any person. Haligone shall not be liable for any loss or damages arising from your failure to safeguard your account credentials.

[b] User may only use the Platform, including any User Content (as defined hereafter), for the Permitted Uses listed below, unless we grant you a prior written approval:

- i. Merchants may use the Platform to create an account, and manage Merchant's online store on the Platform via the merchant panel. Merchants may manage inventory of such online store by adding, deleting, or changing quantity of Items. Merchant may also use the Platform to check transactional records and view visitor statistics of such online store; and
- ii. Customers may use the Platform to create an account, view Merchant's online store and item listings, place orders (each an "Order") for Items, paying the Order, and receiving the Order through the delivery service.

[c] You understand and agree that we reserve the sole and absolute right to modify, cancel, suspend, delete, and terminate your account, restrict or suspend your access to your account, or reject your account registration for any or no reason, including but not limited to:

- i. violations of these Terms and Conditions;
- ii. violation of law;
- iii. our provision of the services to you is no longer commercially viable; and
- iv. inactive account for more than 36 months.

[d] To place orders as a Customer, or to operate as a Merchant, you must be over the age of majority in your jurisdiction.

[e] You are prohibited to:

- i. use the Platform for unlawful purposes;
- ii. remove any proprietary notices, including copyright and trademark notices, from the Platform;
- iii. reproduce, modify, prepare derivative works, license, distribute, lease, sell or resell, transfer, publicly display or perform, transmit, stream, broadcast or otherwise exploit the Platform, unless we grant you a written permission;
- iv. reverse engineer, recompile or disassemble the Platform;
- v. link to, mirror or frame any portion of the Platform unless we grant you a written permission; and
- vi. unduly impair any aspect or functionality of the Platform or its related systems or networks, including data mining and attempt to gain unauthorized access.

4. Delivery Service

[a] Haligone does not prepare or fulfil any orders for Items and no members of the Haligone will be liable for any transactions between Customers, Merchant or Delivery Person.

[b] You further acknowledge that Haligone has the right to provide logistics or delivery services through independent contractors who are not employed by Haligone or any of its affiliates (each a "Delivery Person").

[c] User acknowledges and agrees that neither Haligone nor the Delivery Person takes title to any Item at any time.

The following Sections 5, 6, 7, and 8 of this Agreement exclusively apply to Customer[s]:

5. Our Fees for Customers

[a] You understand that your use of the Platform may result in service charges ("Charges") to you for the you Order in addition to the Merchant's listing price of Items and applicable taxes (collectively "Order Price"). Haligone may establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Platform at any time. Haligone will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your account regardless of your awareness of such Charges or the amounts thereof.

[b] Charges include, but are not limited to Delivery Fee and Customer Service Fee, and applicable taxes for those Fees. Haligone retains the right to modify Charges with its sole discretion. We maintain and regularly update Charges on the Fee Schedule page of our Platform. You can visit the bottom of our landing page (www.haligone.com) for more information about our Charges.

[c] Applicable Charges may be added at checkout along with the Order Price and will be payable by you.

[d] Haligone reserves the sole and absolute discretion to decide whether the delivery address of a Customer's Order is located in Halifax Peninsula or Bedford.

[e] The total listing price of your Order and all applicable Charges ("Order Payment") are due immediately upon you place an Order on the Platform. Your payment will be facilitated by Stripe Payments Canada, Ltd. ("Stripe"). You warrant that you agree to our use of Stripe to collect Charges and abide Stripe's Agreement (<https://stripe.com/en-ca/ssa>), Privacy Policy (<https://stripe.com/en-ca/privacy>), and any other applicable terms and conditions.

[f] Haligone reserves the sole and absolute discretion to cancel your Order for unsuccessful checkouts and charge you additional fees for processing charge-back Orders.

[g] Merchant will be charged the tax(15%) over the subtotal of all received services that will be invoiced by Haligone.

6. Delivery of your Order

[a] Haligone will schedule the pick-up and delivery time of your order with the Merchant and Delivery Person only after your Order Payment is processed and cleared through the payment gateway.

[b] Haligone will use reasonable commercial efforts to facilitate the delivery of the Items to you by the end of such pick-up day. Delivery Person may contact you to schedule a delivery time for your Order. These times are only an estimate and Haligone and Delivery Person offer no guarantee that these times will be achieved.

[c] If Delivery Person misses the agreed time, you are not entitled to any compensation, providing the circumstances are reasonable.

[d] **You agree to share your first and last name, contact information, and your shipping address and postal code to the Delivery Person for the purpose of completing the delivery service of your Order.**

[e] Delivery Person will wait for 10 minutes after such person arrives at your shipping address location ("Delivery Interval").

[f] If you or any adult on behalf of you fails to show up during the Delivery Interval, Haligone may reschedule (at cost to you) or cancel the delivery, and you will be liable for all applicable Delivery Charges and additional costs for rescheduling.

7. Refund Policy and Contact Information

[a] **Charges paid by you are final and non-refundable between you and Haligone.** This clause does not prevent you to seek a refund, return, warranty and exchange for your Order with Merchant directly. Please check with the Merchant to understand its policies.

[b] Merchant shall be your primary contact if you have any concern or complains regarding the Items or status of your Orders.

[c] If you have any other questions, complains, or concerns about Haligone. Please send your email to: info@haligone.com. We are happy to help.

8. Additional Customer Terms.

[a] You may use the Platform and contact Haligone to request and schedule logistics or delivery services of your Order with a Delivery Person, but you agree that Haligone has no responsibility or liability to you related to any such services provided to you by such providers other than as expressly set forth in these Terms and Conditions.

[b] **Customer may only request delivery services to Halifax Peninsula or Bedford at this time. Customer shall not place an Order for shipping addresses outside of such locations.**

[c] You acknowledge and agree that neither Haligone nor the Delivery Person takes title to any Item that you have ordered at any time. The legal contract for the purchase of Items will, in all cases, be between the you and the Merchant. You irrevocably appoint and authorize us to act as your sole and exclusive agent for the purpose of concluding contracts for the sale of Items between you and the Merchant by means of you placing Orders via the Platform.

[d] Haligone's capacity as an agent is limited to facilitate your payment of the Order on behalf of the Merchant as the Merchant's limited payment collection agent. We may act as agent for both you and Merchant for the legal contract for the purchase and sale of the Items. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Merchant. We will remit the Merchant's portion of your Order payment to Merchant.

[a] **You acknowledge and agree that we do not have any control over the quality of the goods or services offered by Merchant or Delivery Person. Haligone has no liability to you for any problems caused by the Merchant or Delivery Person concerning your orders, including, without limitation, missed or late deliveries, missing Items, and any problems with respect to the quality of the Items delivered.**

[b] If for any reason Items in an Order in the possession or control of Haligone cannot be delivered to you or returned to the Merchant, including without limitation because the Item or Delivery has been refused or abandoned by either Merchant or you, Haligone will retain the Item for a maximum period of 30 days. At the expiration of the 30 days, Haligone is deemed to have fulfilled all obligations that it may have as common carrier; the Merchant and Customer will be deemed to have relinquished any and all proprietary rights in Packages and Shipments and or their contents which remain unidentified and or undeliverable ("Unclaimed Goods"); and to the fullest extent permitted by law, full and clear title to the Unclaimed Goods will pass to Haligone. Following the 30-day period, Haligone may dispose of the Unclaimed Goods in any manner it elects, including selling of the Items to any person or entity.

9. Ending Relationship.

[a] We may terminate these Terms at any time at our discretion by providing notice to your email address on your account file.

[b] For users who has registered an account with us, you may delete your account by emailing your intention to our support email: info@haligone.com. Subject to these Terms, our Privacy Policy, and any legal requirement, we may keep your information for tax reasons, fraud prevention, and other lawful

purposes for the duration as we determine to be necessary to fulfill our legal obligations and business purposes.

[c] Please note that if you do not agree to these Terms, you must stop browsing or using the Platform in any means, or otherwise you will be deemed to accept these Terms and Conditions.

10. Our Intellectual Property Rights.

[a] Haligone hereby grants you a personal, revocable, non-exclusive and non-transferable license to browse and use the Platform in accordance with these Terms and Conditions.

[b] You agree that the Platform and its entire contents, features, and functionalities, including but not limited to designs, graphics, pictures, illustrations, software, artwork, video, sound, audio, texts, names, words, titles, phrases, logos and marks (collectively “**Contents**”) displayed on the Site are owned by Haligone, our licensors, or other providers of such material and protected by copyright, trademark and any other applicable intellectual property laws.

11. User Content.

[a] Notwithstanding section 8[b], each user is solely responsible for all Contents he or she uploaded, emailed, or, in any method, transmitted to the Platform and Haligone (“User Content”). We shall not be liable under any circumstances in any way for any User Content, including for any loss or damage of any kind incurred as a result of or otherwise relates to the viewing or use of the Platform.

[b] User content shall not include your email address, account username, password, and any personal information you supplied to Stripe. We adhere to our Privacy Policy to the portion of your User Content that contains personal information.

[c] For any User Content you upload or otherwise make available to us, you grant Haligone, a perpetual, non-exclusive, worldwide, royalty-free, transferable, and fully sublicensable license to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use such User Content, in whole or in part. You represent and warrant that you have all the rights, power and authority necessary to grant the license granted herein to any User Content that you submit.

[d] You understand and agree that we do not guarantee the accuracy, integrity or quality of such Content.

[e] We are not obligated to post or display any User Content on the Platform. We reserve the sole and absolute right to remove or modify your User Content, including such content that violates applicable law, intellectual property rights, or affects our ordinary business operation. We will not be liable to you or any third-party for any suspension or termination of your access or removing any of your User Content.

12. Indemnification. User shall indemnify and hold Haligone and its partners, employees, and agents harmless against all liabilities, losses, claims, damages, costs and expenses of any nature whatsoever incurred as a consequence of its non-observance of any regulations or as required with regards to or in connection with the use of the Platform, the delivery or logistic services supplied by the Delivery Person, the Order, and/or the Items under these Terms and Conditions.

13. Warranties and Limitation of Liabilities.

[a] Each Party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement without breaching any obligation to any third party.

[b] **THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” Use the Platform at your own risk. Except as expressly set forth herein, to the extent permitted by applicable law, Haligone hereby expressly disclaims all warranties and conditions, express, implied or statutory, arising from or otherwise relating to the use of the Platform, the delivery or logistic services supplied by Delivery Person, the Order, and/or the Items, including but not limited to any implied warranties of merchantability, title, satisfactory quality or results, or fitness for a particular purpose and non-infringement.**

[c] Haligone does not guarantee that the Platform will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

[d] Haligone does not endorse the content on any third-party websites. Haligone is not responsible for the content of linked third-party websites, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions and privacy policy of use for such websites.

[e] **EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HALIGONE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, ARISING FROM OR OTHERWISE RELATING TO ORDER, ITEMS, AND HALIGONE’S PLATFORM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY OR RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

[f] HALIGONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LIABILITY OR LOSSES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR DEATH (INCLUDING ANY COVID-19 RELATED INJURY OR DEATH), OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE ARISING OUT OF: (I) YOUR USE OF OR RELIANCE ON THE PLATFORM OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM; (II) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY, INCLUDING MERCHANT AND DELIVERY PERSON, EVEN IF HALIGONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (III) YOUR ORDER OR ITEMS THAT YOU HAVE ORDERED THROUGH HALIGONE, INCLUDING LATE OR DELAYED, FAILURE TO DELIVER, MISDELIVERY, OR LOSS OR THEFT OF THE DELIVERY; OR (IV) ANY USER CONTENT YOU MAKE AVAILABLE TO US. HALIGONE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HALIGONE’S REASONABLE CONTROL.

[g] **IN NO EVENT SHALL HALIGONE’S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE PLATFORM FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIFTY (50) CANADIAN DOLLARS. THIS LIMITATION OF LIABILITY APPLIES TO ALL ORDERS, REGARDLESS OF THE VALUE OF THE ORDER.**

[h] The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

14. General Terms

[a] This Agreement shall be governed by the provincial laws of Nova Scotia and the federal laws of Canada applicable therein, whose Nova Scotian Courts shall have the sole jurisdiction to adjudicate claims made in respect of this Agreement.

[b] This Agreement comprises the entirety of the contract between the Parties, and Haligone shall not be held liable in respect of any representation not made in writing herein.

[c] Haligone’s failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provisions or right.

[d] Haligone may, in its sole discretion, provide notices to you by email at the then-current email address for you on file with Haligone. Haligone may be contacted in writing at the email address: info@haligone.com. Haligone may change its notice contact information from time to time by posting updated contact details on the Platform.

[e] All references in this Agreement to “dollars” or “\$” are to Canadian dollars, unless otherwise stated.

[f] You may not assign any of your rights hereunder without the prior written consent of Haligone.

[g] If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[h] The parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the parties are entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

[i] Haligone shall not be liable for any loss, damage, destruction or unreasonable delays caused by events it cannot control: a) acts of God, the Queen’s or public enemies, extreme weather conditions, pandemic outbreaks; b) riots, civil commotions; c) strikes, mechanical Delays; d) authority of law; e) defects of the Item shipped; f) act of default of the Merchant or receiver or owner of the goods and Items; g) nuclear reaction, radiation or radioactive contamination; and h) improper packaging, addressing, or securing of Items.