

MAPLE ORGANICS

TERMS AND CONDITIONS OF USE

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1. Notices

Welcome to the Web site of Maple Organics (the "Site"). These Terms and Conditions govern and apply to your ("you" or "your") access to and use of the Site and its related domains on which these Terms and Conditions appear, any order you place through the Site, and to all products and services we supply, produce, distribute, or market.

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE (collectively with any amendments, "TERMS AND CONDITIONS") BEFORE PLACING AN ORDER OR USING THIS WEBSITE. THIS WEBSITE IS OWNED AND OPERATED BY EVERLAAN ORGANICS INC. OPERATING AS MAPLE ORGANICS AND ITS AFFILIATES (collectively "MAPLE ORGANICS", "US", "WE" or "OUR"). THE TERMS AND CONDITIONS MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION.

BY USING THIS WEB SITE OR ANY WEB SITE OF MAPLE ORGANICS AND/OR PLACING AN ORDER FOR MAPLE ORGANICS PRODUCTS OR SERVICES, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS AND ANY AMENDMENTS THERETO, AND AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ELIGIBLE TO USE THIS SITE AND PLACE AN ORDER FOR MAPLE ORGANIC'S PRODUCTS AND SERVICES.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE OR ORDER OR USE MAPLE ORGANIC'S PRODUCTS OR SERVICES.

We may update or amend these Terms and Conditions from time to time to comply with law or to meet our changing business requirements without notice to you. Your continued use of the Site and/or other products or services of Maple Organics after any such changes constitutes your acceptance of the new Terms and Conditions. Any updates or amendments will be posted on the Site. The Terms and Conditions displayed on the Site at the time the order is accepted will apply to the order.

To the extent of any express inconsistency with any other agreement you may have with Maple Organics for products, services, or otherwise, that other agreement shall prevail unless otherwise explicitly stated therein. If these Terms and Conditions refer or relate to a clause that is not part of that other agreement, then these terms shall apply therein as well, if you are a user of the Site.

2. User Conduct

You must only use the Site for lawful purposes, and you must not use them in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Site. You may not without our prior written consent:

- copy, reproduce, use, or otherwise deal with any content on the Site;
- modify, distribute, or re-post any content on the Site for any purpose; or
- use the content of the Site for any commercial exploitation whatsoever.

In using the Site, you further agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked Site;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web Site;
- not to upload, post, or otherwise transmit through or on the Site any viruses or other harmful, disruptive, or destructive files;
- not to use, frame, or utilize framing techniques to enclose any Maple Organics trademark, logo, or other proprietary information (including the images found at the Site, the content of any text, or the layout/design of any page or form contained on a page) without Maple Organics' express written consent;
- not to use meta tags or any other "hidden text" utilizing a Maple Organics name, trademark, or product name without Maple Organics' express written consent;
- not to deeplink to this Site without Maple Organics' express written consent;
- not to create or use a false identity on the Site, share your account information, or allow any person besides yourself to use your account to access the Site;
- not to collect or store personal data about others;
- not to attempt to obtain unauthorized access to the Site or portions of the Site that are restricted from general access;

- not to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violative of any law. You also agree not to post any copyrighted material unless the copyright is owned by you or by Maple Organics; and
- to be bound by the product submission policies of Maple Organics, including that any product submission you may make to Maple Organics will not be held in confidence by Maple Organics, and is not proprietary, that Maple Organics may use the product submission and any aspect thereof for any purposes in Maple Organics' sole discretion, and that Maple Organics owes no duties or obligations with respect to you or the product submission made.

In addition, you agree that you will comply with all applicable local, national, and international laws and regulations that relate to your use of or activities on the Site.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site. We have the right to remove any material or posting you make on the Site if, in our opinion, such material does not comply with the content standards set out in these Terms and Conditions.

The views and opinions of authors, trainers, experts and any other contributors expressed herein do not necessarily state or reflect the attitudes and opinions of Maple Organics. These views and opinions shall not be attributed to or otherwise endorsed by Maple Organics, and may not be used for advertising or product endorsement purposes without the express, written consent of Maple Organics.

3. Privacy Policy

Users of the Site and/or other products or services of Maple Organics should refer to Maple Organics' Privacy Policy for information about how Maple Organics uses and collects information, which may be accessed by clicking on the appropriate link on the particular Site that you visited. You agree that Maple Organics may disclose your personal information to a third party if Maple Organics believes in good faith that the law or legal process requires it, to protect the rights or property of Maple Organics or others, or as otherwise described in the Privacy Policy located at:

<http://www.mapleorganics.com/privacy-policy.html>.

4. Content Uploaded to the Site

In the event that you upload any photographs, comments, video clips, or other media to the Site (the "Uploaded Content"), Maple Organics has the exclusive right to use any and all such elements of the Uploaded Content in connection with and/or as part of its business, including in connection with and/or in any advertising in any and all media, including, without limitation, product packaging, printed publications, presentations, promotional materials, events and associated marketing materials, television and cinema commercials, videos, or Web Site, in perpetuity throughout the world as Maple Organics in its sole discretion sees fit without further consent or payment. Maple Organics has all right, title, and interest in any and all results and proceeds from such use of the Uploaded Content. Maple Organics has the right to transfer the aforementioned rights to use the Uploaded Content to any third party, including, but not limited to, any of its subsidiaries or affiliated companies. Maple Organics may alter, adapt, or edit the Uploaded Content and any further material created under these Terms and Conditions, and market and exploit it entirely at Maple Organics' sole discretion. Maple Organics is not obliged to make any use of the Uploaded Content or exercise any of the rights granted by these Terms and Conditions.

Users of the Site must only post Uploaded Content that is owned by, and features, themselves, and no other third parties.

Users posting Uploaded Content via a user profile must treat their login credentials and password confidential and ensure that they are not shared with any third that might jeopardize the security of their account.

5. Changes to the Site

Maple Organics may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any aspect of the Site or any products available through or outside of the Site, temporarily or permanently, including the availability of any features of the Site or access to any parts of the Site, at any time without notice to you, and you agree that Maple Organics shall not be liable therefor.

6. Linked Sites

Maple Organics makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of sites accessible by hyperlink from the Site, or sites linking to this Site. The linked sites are not under the control of Maple Organics, and Maple Organics is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such site. The inclusion of any link does not imply affiliation, endorsement, or adoption by Maple Organics of the site or

any information contained therein. When leaving the Site, you should be aware that Maple Organics' Terms and Conditions and policies no longer govern, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that site.

7. Copyright and Trademarks

All the Site's materials, including, without limitation, the Product Partners, Maple Organics, Team Maple Organics, and all Maple Organics product logos, design, text, graphics, software, other files, and the selection and arrangement thereof (the "Content") are Copyright © 2018 EVERLAAN ORGANICS INC. ALL RIGHTS RESERVED. Unless expressly stated otherwise, Maple Organics or its suppliers or licensors own and retain other proprietary rights in all products available through the Site. Except as stated herein, none of the Content may be copied, modified, reproduced, distributed, republished, downloaded, performed, displayed, posted, transmitted, sold, or made into derivative works in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Maple Organics or the respective copyright owner. You may not, without the express written permission of Maple Organics or the respective copyright owner, (a) copy, publish, or post any materials on any computer network or broadcast or publications media; (b) modify the materials; or (c) remove or alter any copyright or other proprietary notices contained in the materials. You also may not (a) sell, resell, or make commercial use of the Site, its content, or services or products obtained through the Site; (b) collect and use of any product listings or descriptions; (c) make derivative uses of the Site or its Content; or (d) use of any data mining, robots, or similar data gathering and extraction methods. You are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary right of Maple Organics or any third party.

Trademarks: Together with other logos and product names described on this Site, the following includes a partial list of trademarks or registered trademarks of Maple Organics: Everlaan Organics, Maple Organics, & Design, and The Organic Pharmaceutical Company. These and all other Maple Organics trademarks may not be copied, imitated, or used, in whole or in part, without the prior written permission of Maple Organics or the rights holder. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Maple Organics, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Maple Organics. Other names and brands may be claimed as the property of others.

8. Copyright Policy and Copyright Agent

It is Maple Organics' policy to respect the copyright and intellectual property rights of others. Maple Organics may remove content that appears to infringe the copyright or other intellectual property rights, including moral rights, of others. In addition, Maple Organics may terminate access by users who appear to infringe the copyright or other intellectual property rights of others.

If you believe that Maple Organics or any user of our Site has infringed your copyright in any material way, please notify Maple Organics, and provide the following:

- an identification of the intellectual property right claimed to have been infringed;
- an identification of the material that you claim is infringing so that we may locate it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner, their licensee, and agent of either of the foregoing, or the law;
- a statement by you that the above information in your notice is accurate, made under penalty of perjury, and
- that you are authorized to act on behalf of the owner of the intellectual property interest involved.

Please direct inquiries regarding intellectual property infringement issues to:

By mail: Attention: Compliance

Maple Organics
5609 Chester Street
Vancouver, BC V5W 3B3

By email: ashley.ward@mapleorganics.com

9. Indemnification

You agree to indemnify and hold harmless Maple Organics, its parents, subsidiaries, shareholders, officers, directors, employees, agents, and suppliers from any claim, action, demand, loss, or damages (including solicitor's fees) made or incurred by any third party arising out of or relating to your use of the Site, your violation of these Terms and Conditions, or your violation of any rights of a third party.

10. Product Information

For questions about the products or services on this Site, please use the Contact Us links found on each product page or section. For questions about orders placed through the Site or otherwise, please use the Contact Us link in the email receipt you receive or by visiting the online Contact Us link.

11. Our Guarantee

Maple Organics offers customers a 100%, 30-day, money-back guarantee on their product orders. If for any reason you are dissatisfied with any Maple Organics product, you may return that product to us within 30 days for replacement, exchange, or full refund of the purchase price.

Within 30 days of product purchase, an item may be returned for exchange or refund with accompanying original receipt proof-of-purchase provided the item is returned in new condition. If an item is returned in exchange for an item(s) of greater value, the retail difference and applicable sales tax are required.

You can return or exchange products provided they are unused and in resalable condition.

Payment of refunds will be made in the same form as the original payment i.e. if the purchase was made by electronic transfer, then the refunds are credited by electronic transfer. Refunds are released within 28 days from the time of receipt of return.

Shipping charges are non-refundable.

To return or exchange a product, please contact your Maple Organics Independent Wellness Consultant or email the Company at rosy.atwal@mapleorganics.com for a Return Authorization Number and return the product within the required time-period specific to your product. You will receive a refund of the purchase price, less any applicable shipping and handling. We will not be responsible for any loss or damage to returned products that occur in transit. If returned products are lost or damaged in transit, we reserve the right to charge you for, or not refund any amounts attributable to, such products or loss or damage. Should you experience any difficulty or delay in returning a product and securing the proper refund, please contact the Company at rosy.atwal@mapleorganics.com.

12. Product and Service Descriptions

We have taken reasonable precautions to try to ensure that all product descriptions, prices and other information shown on the Site are correct and

fairly described. However, when ordering products or services through the Site, please note that:

- Maple Organics reserves the right not to accept any orders if there is a material error in the description of the product or service, or if the price advertised is incorrect;
- all prices are displayed in Canadian Dollars unless expressly indicated otherwise;
- packaging may vary from that shown on the Site;
- any weights, dimensions, and capacities shown on the Site are approximate only; and
- all items are subject to availability and we will inform you as soon as reasonably possible if the product(s) or service(s) you have ordered is not available and whether we may offer you alternative product(s) or service(s) of equal or higher quality and value.

Please also note that the terms of any products offered by Maple Organics and/or purchased by you, such as pricing, specifications, delivery times, and/or package contents are subject to change by Maple Organics by providing you advanced notice, including by posting notice of the change on our Site, sending you an email to the address you provided at purchase, or by including a notice in any auto-ship or continuity shipment sent to you which will apply towards subsequent shipments. Maple Organics will not incur any obligation as a result of such change. As a valued customer, you are always free to cancel future orders at any time by contacting our friendly Customer Service. By continuing to accept products after we have notified you of a change to any terms, you will be deemed to have accepted the change.

13. Order and Payment Information

If you use the Site or other means to purchase a product, payment must be received by Maple Organics prior to Maple Organics' acceptance of an order, unless otherwise agreed by Maple Organics. All Maple Organics products are subject to sales tax, which will be applied to your order total. Maple Organics may need to verify information you provide before Maple Organics accepts an order, and may cancel or limit an order any time after it has been placed. If payment has already been made and your order is cancelled or limited, Maple Organics will refund any payment you made for the product that will not be shipped due to cancellation or limitation of an order in the same tender as the original purchase. Maple Organics expressly conditions its acceptance of your order on your agreement to these Terms and Conditions.

In ordering products through the Site or otherwise, you agree to provide only true, accurate, current, and complete information. You hereby certify that any email account you provide to Maple Organics is registered to you. Maple Organics shall have the right to bar your access to and use of the Site or its other products or services if it has reasonable grounds to believe that you have provided untrue, inaccurate, not current, or incomplete information to Maple Organics, or for any other reason it, in its sole discretion, deems appropriate. You agree that if you are ordering or purchasing products on behalf of a company, that you have sufficient authority to bind that company to the Terms and Conditions. You agree that your placement of an electronic order on the Site is sufficient to satisfy any applicable Statute of Frauds, and no further writing is required. Maple Organics will add applicable shipping and handling fees.

Maple Organics' descriptions of, or references to, products not owned by Maple Organics on and outside of the Site do not imply endorsement of that product, or constitute a warranty, by Maple Organics.

International Orders

Maple Organics does not directly sell certain Maple Organics products in any jurisdiction other than Canada, as these products may not be approved for sale in other jurisdictions. While Maple Organics may choose to accept orders for the purchase of its products from non-residents of Canada the acceptance of such orders and the sale of such products will only be based on the following conditions precedent:

- you agree that the purchase of any Maple Organics products by you, as a non-resident of Canada, shall be (a) ex works Maple Organics facilities in Canada per Incoterms 2010, with all title risk and loss in the products passing to you in Canada and (b) for your own personal use only and not for further resale or distribution in any manner;
- you agree not to order more than a 90 day supply of any consumable products within any ninety (90) day period;
- you hereby expressly authorize and direct Maple Organics to load and ship the purchased products to you to your designated ship to destination, and to contract on your behalf with a common carrier or courier company for that purpose;
- you are the principal importer of record and will undertake responsibility for all applicable taxes, shipping, customs clearance, duties and import requirements from Maple Organics' facilities in Canada to your foreign ship to destination; and
- the United Nations Convention on the International Sale of Goods shall not apply to any purchase or sale, and Maple Organics expressly opts out of such application.

14. Shipping

Unless otherwise noted, Maple Organics will use commercially reasonable efforts to ship products within a reasonable time after receipt of your properly completed order. Although Maple Organics may provide delivery or shipment timeframes or dates, you understand that those are Maple Organics' good-faith estimates and may be subject to change. You further understand that product availability may be limited and particular products may not be available for immediate delivery, in which case the products will be delivered when they become available. Maple Organics shall not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery.

We reserve the right to refuse or discontinue the supply of the Product to any user at any time at our sole discretion.

15. Warranties

CERTAIN WARRANTIES WITH RESPECT TO PARTICULAR PRODUCTS FOR SALE ON OR OUTSIDE THE SITE MAY BE APPLICABLE THROUGH MANUFACTURERS' WARRANTIES, THOUGH NOT THROUGH MAPLE ORGANICS. SEE THE WARRANTIES INCLUDED IN THE DOCUMENTATION ALONG WITH THE PRODUCTS FOR FURTHER DETAILS REGARDING WARRANTIES PROVIDED BY MANUFACTURERS OF PRODUCTS AVAILABLE THROUGH OR OUTSIDE THE SITE.

16. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND OTHER PRODUCTS AND SERVICES OF MAPLE ORGANICS IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT THE SITE AND THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE THROUGH IT AND OTHERWISE ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

YOU ACKNOWLEDGE THAT MAPLE ORGANICS DOES NOT CONTROL IN ANY RESPECT ANY ADVERTISEMENTS, PRODUCT DESCRIPTIONS, PRODUCTS, OR CONTENT OFFERED BY THIRD PARTIES ON OR THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, INFORMATION OR PRODUCTS PROVIDED BY LICENSE TO MAPLE ORGANICS FROM THIRD PARTIES. EXCEPT AS OTHERWISE AGREED IN WRITING, MAPLE ORGANICS AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF CONTENT OR PRODUCTS (INCLUDING PRODUCT DESCRIPTIONS) DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH OR OUTSIDE OF THE SITE. NOR DOES MAPLE ORGANICS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM

USE OF THE SITE, ANY PRODUCTS OR SERVICES OFFERED OR SOLD THROUGH THE SITE, OR ITS CONTENT.

ALTHOUGH MAPLE ORGANICS STRIVES TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SITE, MAPLE ORGANICS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, MAPLE ORGANICS DOES NOT WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

MAPLE ORGANICS DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE SITE WILL BE MAINTAINED. TO THE EXTENT ALLOWED BY LAW, MAPLE ORGANICS DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPLICITLY STATED HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The terms of this section apply to the extent permitted by law and survive any termination of the Terms and Conditions.

17. Limitations on Liability

WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND TERMS (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL MAPLE ORGANICS OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES, CLAIMS, OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (I) THE SITE; (II) THE USE OR INABILITY TO USE THE SITE; (III) THE USE OF OR RELIANCE ON ANY CONTENT OR INFORMATION DISPLAYED IN OR ON THE SITE; (IV) THE PURCHASE OR USE OF ANY PRODUCTS THROUGH THE SITE OR OTHERWISE; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED; (VI) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, OR FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (VII) OTHERWISE UNDER THIS AGREEMENT/TERMS AND CONDITIONS, WHETHER OR NOT REASONABLY FORESEEABLE, EVEN IF MAPLE ORGANICS OR ITS REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MAPLE ORGANICS' LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST 90 DAYS TO MAPLE ORGANICS FOR ANY PRODUCTS SUPPLIED BY MAPLE ORGANICS THROUGH YOUR USE OF THE SITE OR OTHERWISE.

MAPLE ORGANICS WILL NOT BE LIABLE IN ANY AMOUNT FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS AND CONDITIONS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, OR WAR.

THESE EXCLUSIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF BRITISH COLUMBIA. IF ANY PROVISION OR PART-PROVISION OF THESE TERMS AND CONDITIONS SHALL BE INVALID, UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE IT SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE TERMS AND CONDITIONS.

The terms of this section survive any termination of the Terms and Conditions.

18. Termination

The Site is controlled, operated, and administered by Maple Organics from its offices within Canada. Maple Organics makes no representation that materials on the Site are appropriate or available for use at other locations outside of the Canada, and access to them from territories where the contents or products available through the Site are illegal is prohibited. You may not use the Site or export the content or products in violation of Canadian export laws and regulations. If you access the Site from a location outside of Canada, you are responsible for compliance with all local laws.

Notwithstanding any of these Terms and Conditions, Maple Organics reserves the right, without notice and in its sole discretion, for any reason or no reason, to terminate your ability to use the Site and to block or prevent future access to and use of the Site. You agree that Maple Organics shall not be liable for any termination of your use of or access to the Site.

19. Third-party rights

Only you and Maple Organics shall be entitled to enforce these Terms and Conditions. No third party shall be entitled to enforce any of these Terms and Conditions.

20. Severability

If any provision of these Terms and Conditions, or part thereof, shall be deemed invalid, unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision, or part thereof, shall be deemed severable from the rest of these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions or part thereof.

The terms of this section survive any termination of the Terms and Conditions.

21. Language

It is the express intent of the parties that the Terms and Conditions and all related documents have been drawn up in English.

22. Disputes, Waiver of Class Actions, Jurisdiction and Venue

Disputes.

The terms of this Section shall apply to all Disputes between you and Maple Organics. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and Maple Organics arising under or relating to the Products, the Site, this Agreement, or any other transaction involving you and Maple Organics, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND MAPLE ORGANICS AGREE THAT "DISPUTE" AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR MAPLE ORGANICS FOR (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT OR MISUSE, AND (D) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in this Agreement, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

Binding Arbitration.

You and Maple Organics further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions in this Agreement; and (b) this Section shall survive termination of this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more

limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

Dispute Notice.

In the event of a Dispute, you or Maple Organics must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to Maple Organics must be addressed to: EVERLAAN ORGANICS INC. O/A MAPLE ORGANICS, 5609 Chester Street, Vancouver, BC V5W 3B3 Attn.: Chief Legal Officer (the "Maple Organics Notice Address"). The Dispute Notice to you will be sent by registered mail to the most recent address we have on file or otherwise in our records for you. If Maple Organics and you do not reach an agreement to resolve the Dispute within 60 days after the Dispute Notice is received, you or Maple Organics may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND MAPLE ORGANICS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR PROVINCIAL CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE MEDIATION AND ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

Arbitration Procedure.

If a party elects to commence arbitration, the arbitration shall be governed by the Arbitration Act (RSBC 1996 c. 55) and the Arbitration Rules of the ADR Institute of Canada, Inc., except that all parties shall be entitled to pre-hearing oral examination, and except that the arbitrator may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the ADR Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, provincial, or local laws. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal or provincial court or agency, shall have

exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (a) trade secret misappropriation, (b) patent infringement, (c) copyright infringement or misuse, or (d) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in Vancouver, British Columbia.

Hearing Format.

In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by Maple Organics or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Maple Organics is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

Severability.

If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of the Terms and Conditions.

23. Exclusive Venue for Other Controversies

Maple Organics and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Agreement shall be filed only in the Courts of British Columbia located in the City of Vancouver, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for any such controversy.

24. Unsolicited Commercial Electronic Communications (SPAM)

Maple Organics does not send "spam" (unsolicited commercial electronic communications in the form of e-mail, text, SMS/instant message) to our

Independent Wellness Consultants or customers, and we prohibit our Independent Wellness Consultants from using spam to market and sell our products or recruit other Independent Wellness Consultants.

As such, we require our Independent Wellness Consultants to comply with the following rules when using electronic communications to market and promote the Maple Organics opportunity and our products:

- (a) You may send commercial electronic communications ONLY to (a) recipients with whom you have an existing business, family, or personal relationship; or (b) business referrals, but only if you have a business, family or personal relationship with the person making the referral and the person making the referral has a business, family or personal relationship with the person being referred to you.
- (b) Any commercial electronic communication you send must include:
 - (i) a clear and accurate subject header,
 - (ii) accurate sender contact details (name, mailing address, phone number and e-mail address),
 - (iii) in the case of a referral, the name of the person who provided you with the referral, and
 - (iv) a functional "opt-out" or unsubscribe feature.

25. Electronic Signature / Consent to Contract Electronically

Everlaan Organics Inc. requires your consent to enter into an electronic agreement with Maple Organics before you complete your online enrollment.

Please note if you complete the online Independent Wellness Consultant Application and Agreement, you DO NOT need to complete and submit a paper application to become a Maple Organics Independent Wellness Consultant. The entire agreement between you and Maple Organics, with respect to your application to become a Maple Organics Independent Wellness Consultant, will be evidenced by an electronic record of the application process. This electronic record serves as your acknowledgment that you consent to use an electronic record of your agreement with Maple Organics instead of a paper contract and that you have read and agree to be bound by the Terms and Conditions of the Independent Wellness Consultant Application and Agreement, Maple Organics' Policies and Procedures, the Maple Organics' Success Program, the Maple Organics' Code of Ethics, and the Maple Organics' Privacy Policy, which documents form the basis of your entire Independent Wellness Consultant Agreement with Maple Organics.

To access the documents that make up the entire Independent Wellness Consultant Agreement and submit your online Independent Wellness Consultant Application and Agreement, you will need the following hardware and software: a personal computer ("PC") with modem or other Internet access device, operational Internet browser software (e.g., Safari or Internet Explorer), and Adobe Acrobat Reader. If you do not have Adobe Acrobat Reader, you may download it for free at:

<http://www.adobe.com/products/acrobat/readstep2.html>

Should there ever be a change in the equipment or software necessary to access the terms of the Independent Wellness Consultant Agreement, Maple Organics will advise you of the same and will provide you with a list of the equipment and software necessary.

You may withdraw your consent to the use of electronic records at any time. However, if you do so, your Independent Wellness Consultant Agreement will be automatically terminated and you will lose all rights to any downline organization (including but not limited to any property rights you may have), and you will lose all rights to all remuneration under the Maple Organics' Success Program. Should you wish to withdraw your consent to the exclusive use of an electronic agreement (and thereby terminate your Independent Wellness Consultant Agreement with Maple Organics) you may do so at any time and for any reason by providing written notice to Maple Organics indicating your intent to discontinue your Distributorship. The written notice must include your signature, printed name, address, and Maple Organics identification number.

During the online enrollment process, you must read all the documents that form the Independent Wellness Consultant Agreement (which includes the Terms and Conditions of the Independent Wellness Consultant Application and Agreement, Maple Organics' Policies & Procedures, the Maple Organics Success Program, the Maple Organics' Code of Conduct, and the Maple Organics' Privacy Policy) in their entirety. Maple Organics encourages you to print and retain these documents for future reference. Should you wish to obtain a printed copy of the terms and conditions of the Maple Organics' Independent Wellness Consultant Application and Agreement, the Maple Organics' Policies & Procedures, the Maple Organics' Success Program, the Maple Organics Code of Conduct, and the Maple Organics Privacy Policy you may download and print a PDF version of the same from Maple Organics' website. Or, you may send a written request for those documents to Maple Organics at 5609 Chester Street, Vancouver, BC V5W 3B3. Your request must include your name, your Maple Organics identification number, your mailing address, and your e-mail address. Upon receipt of such a request, Maple Organics will mail you the then current version of each document. There is no charge for this service.

26. Additional opt-in language for Online Enrollment and Shop Terms & Conditions

By completing the online enrollment process, you (i) agree and consent to contract electronically with Maple Organics to become a Maple Organics Independent Wellness Consultant, and (ii) acknowledge that you are entering into a legal agreement and you intend to be legally bound by this electronic agreement. You may decline to complete the online enrollment process in which case the process of electronically completing your Independent Wellness Consultant Application and Agreement and executing the same will be terminated.

27. General

The Terms and Conditions constitute the entire agreement between Maple Organics and you with respect to your use of the Site, your purchase of products and services through the Site, and as applicable any products or services of Maple Organics. Any cause of action you may have with respect to the Site or Maple Organics' products or services must be commenced within one year after the claim or cause of action arises, notwithstanding any statutes of limitation to the contrary. The section titles used in the Terms and Conditions are purely for convenience and carry with them no legal or contractual effect. Nothing in these Terms and Conditions will be construed as creating a joint venture, partnership, employment, or agency relationship between you and Maple Organics, and you do not have any authority to create any obligation or make any representation on Maple Organics' behalf. You may not assign or transfer any rights or obligations of these Terms and Conditions, by operation of law or otherwise, without Maple Organics' written consent. Subject to the foregoing, these Terms and Conditions will be binding on, inure to the benefit of, and be enforceable against you and Maple Organics and their respective successors and assigns.

The terms of this section survive any termination of the Terms and Conditions.

28. Other important terms

These Terms and Conditions supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise. We may assign, transfer, or sub-contract any of our rights or obligations under these Terms and Conditions to any third party at our discretion. No delay by us in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.