

TERMS AND CONDITIONS of Cannabigold.co.uk of 30 April 2020

Below we present our terms and conditions (“Terms and Conditions”) for the sale of our goods (“Goods”) listed in our online store (“Online Store”, “Store”) and for the provision of sales-related services by electronic means, in particular newsletter (“Newsletter”) and account (“Account”). Please read these Terms and Conditions, as well as our Privacy Policy, carefully.

Our Terms and Conditions contain the following information:

- I. About us
- II. Definitions
- III. General provisions
- IV. Rules of using the Online Store
- V. Account
- VI. Procedure for the conclusion of the Contract of Sale
- VII. Delivery
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I. ABOUT US

The owner and operator of this Online Store is HemPoland spółka z ograniczoną odpowiedzialnością with its registered office in Władysławowo (82-300) at Władysławowo 30A, entered into the Register of Entrepreneurs of the National Court Register in Olsztyn, 8th Commercial Division of the National Court Register under the number KRS 0000534517, National Business Registry Number REGON 360289332, Tax Identification Number NIP 5783115991, with share capital amounting to PLN 1,000,000.00 paid up in full, e-mail address: info@hempoland.eu, phone number +48 668 097 775 (hereinafter referred to as “HemPoland” or “Seller”).

HemPoland is a subsidiary of The Green Organic Dutchman Holdings Ltd. incorporated under the law of Canada with its registered office in 6205 Airport Road, Building A, Suite 200, Mississauga, Ontario, Canada, listed on The Toronto Stock Exchange.

HemPoland is a producer and distributor of the highest quality CBD products, such as food supplements and cosmetics, as well as the owner of the CannabiGold brand.

II. DEFINITIONS

The terms used in these Terms and Conditions have the following meanings:

- **Account** – a website in the Online Store where the Customer, after registration and logging in, may: place orders for Goods, view the history of previous purchases, have access to his personal data and modify them;
- **Consumer** - means any natural person who, placing an order in the Online Store, is acting for purposes which are outside his trade, business, craft or profession;
- **Contract of Sale** - a contract for the sale of Goods concluded by and between the HemPoland and the Customer via the Store's website;
- **Customer** - a natural person, a legal person or an organizational unit without legal personality with legal capacity granted under special regulations, who places an Order in the Store;
- **Goods (or Products)** - products available in the Online Store that are the subject of the Contract of Sale;
- **Online Store (Store)** - online store available at www.cannabigold.co.uk, where the Customer may in particular place orders and that provides other services offered by the Seller;
- **Order** - a declaration of the Customer's intent, aiming directly at concluding the Contract of Sale, specifying in particular the type and quantity of Goods;
- **Subscription** – a sales system related to the commitment to purchase Goods periodically and consisting in the automatic renewal of this period;
- **Terms and Conditions** - these Terms and Conditions for selling the Goods in the Online Store using means of distance communication and for the provision of services by electronic means via CannabiGold.co.uk Online Store.

III. GENERAL PROVISIONS

1. These Terms and Conditions determine the rules of using the Online Store available at www.cannabigold.co.uk
2. The Online Store operating at www.cannabigold.co.uk is run by the Seller.
3. These Terms and Conditions shall determine, in particular:
 - a) the terms and conditions of placing Orders in the Online Store via electronic means;
 - b) rules of concluding the Contracts of Sale concerning the services provided within the framework of the Online Store;
 - c) the terms and conditions of the Newsletter and the Account.
4. The use of the Online Store is possible provided that the IT system used by the Customer meets the following minimum technical requirements:
 - web browser: Internet Explorer, Chrome, Firefox, Safari or Opera.
5. In order to use the Online Store, the Customer, in its own capacity, should gain access to a computer station or a terminal device with Internet connection.
6. The Customers may access these Terms and Conditions at any time by means of a link placed on the home page of www.cannabigold.co.uk. The Customers can also download and print it. Downloads are available via a link at the bottom of the page. The file with the

Terms and Conditions is in Portable Document Format (PDF), which can be opened with Adobe Acrobat Reader, available on the website Adobe Systems Software.

IV. RULES OF USING THE ONLINE STORE

1. Only a person legally capable of entering into a binding contract may use the Online Store and purchase our Goods.
2. The Seller may deprive the Customer of the right to use the Online Store, and may also restrict its access to part or all of the resources of the Online Store, with immediate effect, in the event of a breach of the Terms and Conditions by the Customer, and in particular when the Customer:
 - a) during registration in the Online Store provided false, inaccurate or outdated information, which was misleading or infringes on the rights of third parties,
 - b) engages in other conduct contrary to the applicable legal regulations or general rules of using the Internet or which undermines the good name of the Seller.
3. In order to ensure the security of the transfer of messages and data in connection with the services provided in the Online Store, the Seller shall take technical and organisational measures appropriate to the level of threat to the security of the services provided, in particular measures to prevent unauthorised collection and modification of personal data transmitted online.
4. The Customer shall in particular:
 - a) not provide or transmit contents that are prohibited by law, e.g. contents that promote violence, defame or infringe on the personal rights and other rights of third parties;
 - b) use the Online Store in a manner which does not interfere with its operation, in particular by using specific software or devices;
 - c) refrain from taking such action as sending or placing unsolicited commercial information (spam) on the Store website;
 - d) use the Online Store in a manner that is not burdensome for other Customers;
 - e) use any content posted within the Online Store solely for own personal use;
 - f) use of the Online Store in a manner consistent with the provisions of applicable law, the provisions of the Terms and Conditions, as well as with the general principles of using the Internet.
5. The Seller uses cookies on its website. The Customer may determine the conditions for storing or accessing cookies in the Customer's web browser.
6. The Online Store service also allows for communication with the Seller. In order to do so, it is necessary to fill in the appropriate fields in the form available in the Contact form and click on the Send button.

V. ACCOUNT

1. The Customer may create the Account on the Store website. Creating the Account is voluntary and free of charge, but may be necessary when the Customer wants to access to some content of the Store, in particular the Subscription.
2. In order to create the Account, the Customer shall complete the registration form provided by the Seller on the Store's website and send the completed registration form electronically

to the Seller clicking on the “REGISTER” button. During the registration, the Customer sets an individual password.

3. The Customer should read and agree to the Terms and Conditions and Privacy Policy.
4. After sending to the Seller the completed registration form, the Customer receives a confirmation e-mail containing all the essential information about the Account.
5. The contract for the electronic provision of the Customer Account service shall be treated as concluded at the moment of the Customer’s receipt of the confirmation e-mail referred to above.
6. The Customer may delete his Account at any time.
7. The Seller may disable the Account at any time, if in his reasoned opinion, the Customer does not comply with any of the provisions of these Terms and Conditions.
8. The Seller shall be entitled to delete the Account, including the removal of all data contained therein, at any time, for any reason and with or without notice.

VI. PROCEDURE FOR THE CONCLUSION OF THE CONTRACT OF SALE

1. In order to place an Order in the Online Store and to conclude a Contract of Sale, it is necessary to select the Goods from the current offer of the Seller. The selection is made by clicking on the link to the given Product and then clicking on the “ADD TO CART” button. After clicking on the Cart link, a summary of the selected Goods will be presented.
2. When the Seller offers an option to purchase the Products under the Subscription, the Customer, before clicking on the “ADD TO CART” button, decides whether he prefers to purchase the Subscription of the Product, by selecting the “PURCHASE SUBSCRIPTION” button or he prefers to make a single purchase of the Product, by selecting the “PURCHASE THIS TIME ONLY” button.
3. It is possible to place an Order by clicking on the “PROCEED TO CHECKOUT” button.
4. Then personal details should be carefully entered as per the field names of the form. At this stage, the Customer can choose to register with the www.cannabigold.co.uk website by selecting the appropriate option and entering the password. To purchase the Products under Subscription, registration is required.
5. The Customer should also choose the method of payment by selecting the appropriate option and agree to the Terms and Conditions of the Online Store, as well as to the processing of personal data.
6. Clicking on the “PLACE ORDER” button constitutes the final confirmation of the Order, and the data entered, along with the options selected will no longer be subject to modification.
7. The Customer’s sending of an Order shall constitute a declaration of intent to conclude a Contract of Sale with the Seller, in accordance with its provisions and those of the Terms and Conditions.
8. After the Order has been placed, the Customer receives a confirmation e-mail containing all the essential elements of the Order.
9. The Contract shall be treated as concluded at the moment of the Customer’s receipt of the e-mail message referred to above.
10. The Contract of Sale shall be concluded in the English language and its provisions shall be consistent with the Order and the Terms and Conditions.

VII. DELIVERY

1. Delivery of Goods is limited to the territory of United Kingdom and shall be effected to the address indicated by the Customer during the placement of the Order.
2. Delivery cost will be indicated at the time of placing the Order.
3. The delivery time shall be up to 3 business days from the date of sending the Order by the Customer and effecting payment.
4. The essential provisions of the Contract of Sale of the Goods to the Customer shall be recorded, confirmed and made available to the Customer by sending to the Customer, to the e-mail address provided, and by attaching to the consignment containing the Goods, a printout of the confirmation, the specification of the Order and the VAT invoice.

VIII. PRICES AND METHODS OF PAYMENT

1. Prices of the Goods are provided in Pound sterling (GBP) and include VAT (with specification of the rate), but exclude delivery charges which are payable in addition and shown separately during the transaction.
2. The Customer has the option to pay the price:
 - a) via bank transfer to the bank account number of the Seller;
 - b) via the electronic system of the on-line payment transactions PayU;except for payment for the Subscription. In this case, payment is possible only by credit or debit card.

IX. SUBSCRIPTION

1. The Seller may offer to the Customers the Subscription of the Goods listed in the Online Store.
2. By purchasing the Subscription of the Goods, the Customer is entitled to receive selected Goods at repeated intervals (30-days).
3. The price for Subscription may be changed from time to time. In such a case the Customer shall be notified via e-mail 30 days before the planned price change. In this event, the Customer is entitled to unsubscribe from further Subscription.
4. After the Order has been placed, the Customer receives a confirmation e-mail containing all the essential elements of the Order and the information necessary to cancel the Subscription.
5. The Subscription is automatically extended for the subsequent selected periods, provided that the Customer's credit or debit card is successfully charged for the next subscription period, until the Customer cancels the Subscription.
6. The Customer will receive an e-mail remainder prior to charging him for the next subscription period.
7. The Customer agrees to be charged for renewing the Subscription for the subsequent selected periods. A lack of payment for the subsequent period results in the inability to deliver the Order for this period.

8. Each subsequent subscription period shall start automatically on the first day after the end of the previous subscription period and continue for the same period.
9. Together with the principal amount, the Customer will also be charged for the shipping costs.
10. The Customer shall be entitled to opt out of further use of the Subscription before the end of the period for which the payment has been made, by selecting the option “Unsubscribe” in the Account settings after logging in.
11. The Seller shall have the right to resign from offering the Subscription. In that case the Seller shall perform every Order for which payment has been made.

X. RIGHT OF WITHDRAWAL

1. The Consumer has the right to withdraw from the Contract of Sale of the Goods within 14 days without giving any reason.
2. The period for withdrawal from the Contract expires after 14 days from the day on which the Customer took possession of the Goods or on which a third party other than the carrier and indicated by the Customer took possession of the Goods.
3. In order to exercise the right of withdrawal, the Customer shall inform the Seller via e-mail to support@cannabigold.co.uk of its decision to withdraw from the Contract of Sale by way of an unequivocal statement. A statement of withdrawal may also be made by letter using the form set out in Appendix 1 to this Terms and Conditions.
4. In order to meet the deadline for withdrawal from the Contract of Sale, it is sufficient for the Customer to send information concerning the exercise of the right to withdraw from the Contract of Sale before the expiry of the deadline for withdrawal.
5. In the event of withdrawal from the Contract of Sale, the Seller shall reimburse to the Customer for all payments received, including the costs of delivery of the Goods (except for additional costs resulting from the method of delivery chosen by the Customer other than the cheapest ordinary method of delivery offered by the Seller), immediately, and in any case no later than within 14 days from the date on which the notice of withdrawal from the Contract of Sale reached the Seller.
6. The Seller shall refund the payment using the same payment methods as those used by the Customer in the original transaction, unless the Customer expressly agrees otherwise; in any event, the Customer shall not be charged any fees in connection with the refund.
7. The Customer shall return the Goods to the Seller not later than within 14 days from the day of withdrawal from the Contract of Sale. In order to meet the time limit specified, it is sufficient to send the Goods back before the expiry thereof. The Customer only bears the direct cost of returning the Goods.
8. The Goods shall be returned to the following address: Argo Cargomasters Ltd., Unit 5 Easter Park, Axial Way, Colchester, Essex, CO4 5WY.

XI. COMPLAINTS CONCERNING THE GOODS

1. The Seller is under a legal duty to supply the Goods that are in conformity with the Contract of Sale and free from defects.

2. Nothing in these Terms and Conditions shall affect the Consumer's rights in relation to the Goods that are faulty or defective.
3. If the Consumer claims that any of the delivered Products is faulty, he shall have the right to lodge a complaint.
4. The basis and the scope of the liability of the Seller to the Customer are defined by the generally applicable law.
5. Complaints following from violation of rights of the Consumer guaranteed by law, or on the basis of these Terms and Conditions, should be sent via e-mail to complaints@hempoland.eu. The Seller undertakes to consider each complaint within 14 days, and should it prove impossible, to inform the Consumer within this period, when the complaint will be considered.

XII. COMPLAINTS CONCERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The Seller takes measures to ensure the fully proper functioning of the Online Store, to the extent resulting from current technical knowledge and undertakes to remove within a reasonable period of time any irregularities reported by the Customers.
2. The Customer should immediately notify the Seller of any irregularities or interruptions in the functioning of the Online Store website.
3. Any irregularities related to the functioning of the Store should be reported by the Customer by e-mail to support@cannabigold.co.uk.
4. In the complaint, the Customer should state the name, address for correspondence, type and date of occurrence of irregularities related to the functioning of the Store.
5. The Seller undertakes to consider each complaint within 14 days, and should it prove impossible, to inform the Customer within this period, when the complaint will be considered.

XIII. NEWSLETTER TERMS AND CONDITIONS

1. In case of consent to the processing of personal data given in the form on cannabigold.co.uk website for marketing purposes of the Seller, including in particular to receive commercial communication by e-mail (e.g. in the form of a newsletter) or telephone, the Customer shall be provided with a service consisting in periodical sending of information in the form of an electronic letter (e-mail), hereinafter referred to as the "Newsletter", to the e-mail address provided by the Customer. The Newsletter service shall be provided free of charge for an indefinite period of time.
2. The Newsletter contains information about the Seller's product range, new products, current promotions and other information about the Seller and its products, including opinions, press materials, links to sites friendly to the Seller.
3. The Customer may at any time, without giving a reason and without incurring costs, change the previously indicated e-mail address to which the Newsletter is sent or resign from the Newsletter service by sending to the Seller an appropriate request to the e-mail address support@cannabigold.co.uk.

4. Complaints concerning the Newsletter service should be submitted by e-mail to the following address: support@cannabigold.co.uk.
5. The complaint should include the name, surname, e-mail address of the Customer, description of the subject of the complaint, including the specification of the request and its justification and the signature of the person lodging the complaint.
6. Complaints will be considered within 14 days of their receipt by the Seller. The Seller will immediately notify the complainant of the decision concerning the complaint via e-mail to the e-mail address provided in the complaint.

XIV. PERSONAL DATA PROCESSING

Personal data provided by the Customer in the Online Store are processed in accordance with all regulations governing the processing of personal data, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union No 119, p. 1, as amended). Details on the processing of personal data may be found in the Privacy Policy available on this website.

XV. FINAL PROVISIONS

1. Contracts of Sale concluded on the basis of these Terms and Conditions shall be governed by Polish law, unless the Customer is a Consumer. In this case the Contracts of Sale shall be governed by the law of the country where the Consumer has his habitual residence, provided that the Seller pursues or directs his professional activity to that country.
2. Nothing in these Terms and Conditions shall affect the Consumer's rights under the applicable law in the jurisdiction in which he is a resident.
3. The Seller shall inform the Customer who is the Consumer about the possibility of using out-of-court means of complaint handling and asserting claims. The rules for access to these procedures are available at the premises or on the websites of the entities qualified to handle disputes out of court.
4. The Seller informs that a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.
5. Resolution of any disputes arising between the Seller and the Consumer shall be submitted to the competent courts of general jurisdiction.
6. Resolution of any disputes arising between the Seller and the Customer who is not the Consumer shall be submitted to the exclusive jurisdiction of the courts of Poland.
7. All and any Intellectual Property Rights in the Products shall be owned by the Seller or his licensors. All such rights are reserved.
8. The exclusive right to the content provided through the Online Store, in particular copyright, the name of the Online Store, the Seller's trademarks, their graphic elements, software and database rights shall be owned by the Seller or his licensors and are the subject of appropriate protection.

9. In matters not regulated in these Terms and Conditions the relevant provisions of law shall apply.
10. These Terms and Conditions are effective from 30 of April 2020.

Appendix 1 Withdrawal Form

WITHDRAWAL FORM

To

Hempoland spółka z ograniczoną odpowiedzialnością
ul. Władysławowo 30A, 82-300 Władysławowo, Poland
e-mail: support@cannabigold.co.uk

I hereby give notice that I cancel my contract of sale of the following goods:

Received on:

Order no:

Receipt\invoice no:

Name of consumer:

E-mail and telephone number:

Address of consumer:

date, signature