

TERMS AND CONDITIONS of the Online Shop www.shop.hempoland.eu dated 1 January 2021.

Below you will find the Terms and Conditions ("Terms and Conditions") for the sale of our goods (the 'Goods') offered in the online shop ('Online Shop', 'Shop') at www.shop.hempoland.eu and for the provision of services related to the sale by electronic means, in particular the account ('Account') and the presentation of commercial information by the Seller. Please read these Terms & Conditions, together with the Privacy Policy, which are available on the website.

The Terms and Conditions will contain the following information:

1. Information about the Seller
2. Definitions
3. General provisions
4. Terms of using the Online Shop
5. Account
6. Purchasing procedure
7. Delivery
8. Prices and Payment Methods
9. Complaints concerning goods
10. Complaints regarding the provision of services by electronic means
11. Presentation of commercial information
12. Processing of personal data
13. Final provisions

1. ABOUT US

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

HemPoland is a subsidiary of The Green Organic Dutchman Holdings Ltd. – a company established under Canadian law, having its registered office at: 6205 Airport Road, Building A, Suite 301, Mississauga, Ontario, Canada, listed on the Toronto Stock Exchange.

HemPoland is a manufacturer and distributor of fibrous hemp products containing natural phytocannabinoids, such as food supplements and cosmetics and the owner of CannabiGold brand.

2. DEFINITIONS

The following meanings shall be assigned to the terms used in these Terms and Conditions:

- **Customer** – an entrepreneur who has an Account in the Shop;

- **Civil Code** – the Civil Code Act of 23 April 1964 (consolidated text: Journal of Laws of 2020, item 1740 as amended);
- **Account** – a website in the Online Shop assigned to the Customer by the Seller, to which access is secured by a password, where the Customer, after logging in, may: place orders for the Goods, review the history of previous purchases, have access to their data and make changes thereto, as well as familiarise themselves with the trade information presented by the Seller;
- **Entrepreneur** – a natural person, a legal person or an unincorporated entity which is vested with legal capacity in accordance with law, conducting business activity or professional activity in its own name;
- **Terms and Conditions** – these Terms and Conditions for the sale of Goods in the Online Shop with the use of distance communication means and the provision of services by electronic means through the Online Shop. These Terms and Conditions are terms and conditions within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text: Journal of Laws of 2020, item 344 as amended);
- **Online Shop (Shop)** – the online shop available at www.shop.hempoland.eu, where the Customer may in particular place orders and which provides other services offered by the Seller;
- **Goods (or Products)** – products available in the Online Shop which are the subject of the Contract of Sale;
- **Contract of Sale** – a contract for the sale of the Goods concluded between HemPoland and the Customer via the Shop's website;
- **Order** – a declaration of the Customer's will, aimed at the conclusion of the Contract of Sale, specifying in particular the type and quantity of the Goods and the price;

3. GENERAL PROVISIONS

- 3.1. The Terms and Conditions define the rules of using the Online Shop available at www.shop.hempoland.eu.
- 3.2. The online shop on www.shop.hempoland.eu is run by the Seller.
- 3.3. The Terms and Conditions shall specify in particular:
 - 3.3.1. the rules for placing Orders in the Online Shop by electronic means;
 - 3.3.2. the rules for concluding Contracts of Sale related to the services provided within the Online Shop;
 - 3.3.3. the rules on the operation of the Account;
 - 3.3.4. the rules of presenting commercial information by the Seller.
- 3.4. The use of the Online Shop is possible provided that the IT system used by the Customer meets the following minimum technical requirements: Internet Explorer, Chrome, Firefox, Safari or Opera web browsers.
- 3.5. In order to use the Online Shop, the Customer should have access to a computer station or end device with Internet connection and log in to their Account.
- 3.6. Customers can access these Terms and Conditions at any time via a link on the home page of the Online Shop www.shop.hempoland.eu. Customers can also download and print it. Downloading is available through a link provided at the bottom of the page.

- 3.7. The file with the Terms and Conditions is prepared in PDF (Portable Document Format), which can be opened with the Adobe Acrobat Reader software available on the Adobe Systems Software website.
- 3.8. Information about the Goods on the website of the Online Shop, in particular their descriptions, parameters and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.

4. THE RULES CONCERNING THE USE OF THE ONLINE SHOP

- 4.1. The Seller may deprive the Customer of the right to use the Online Shop and may limit their access to part or all of the resources of the Online Shop, including in particular to the Account, with immediate effect, in the event of a breach of the provisions of the Terms and Conditions by the Customer, in particular in the case when the Customer:
 - 4.1.1. provided untrue, inaccurate or obsolete data, which are misleading to or violate the rights of third parties, including data necessary to register in the Online Shop;
 - 4.1.2. has committed other acts which do not comply with the applicable provisions of law or general rules of using the Internet or which are detrimental to the Seller's good name.
- 4.2. In order to ensure the security of transmission of messages and data in connection with the services provided within the Online Shop, the Seller shall take technical and organisational measures appropriate to the level of threat to the security of the provided services, in particular measures aimed at preventing the collection and modification of personal data transmitted on the Internet by unauthorised persons.
- 4.3. In particular, the Customer undertakes:
 - 4.3.1. not to provide or disclose content that is prohibited by law, e.g. content that promotes violence, defames or violates personal interests and other rights of third parties,
 - 4.3.2. to use the Online Shop in a manner that does not interfere with its operation, in particular by using specific software or devices;
 - 4.3.3. to refrain from taking such measures as sending or placing unsolicited commercial information within the Online Shop,
 - 4.3.4. to use the Online Shop in a manner that is not burdensome to other Customers,
 - 4.3.5. to use any content posted as part of the Online Shop only in a place intended for this purpose,
 - 4.3.6. to use the Online Shop in a manner that is consistent with the generally applicable laws, the provisions of the Terms and Conditions and the general principles of using the Internet.
- 4.4. The Seller uses cookies on its website. The Customer may specify the terms and conditions of storing or accessing cookies in the Customer's web browser. Information about cookies is included in the Privacy Policy.

5. ACCOUNT

- 5.1. The Online Shop may only be used by the Entrepreneur to whom the Seller has granted access to the Store by creating an Account and sending electronically an individual login and password necessary to log in. The Contractor may send a request to the Seller via e-

mail, at the address info@hempoland.eu, with regard to creating the Account and providing log-in data.

- 5.2. During the first logging, the Customer should read and accept the Terms and Conditions and the Privacy Policy, and confirm it by ticking the relevant box on the login page.
- 5.3. The Customer may at any time demand the deletion of the Account by sending a request for the deletion of the Account to the address info@hempoland.eu.
- 5.4. The Seller may delete the Account at any time if it is convinced that the Customer does not comply with any of the provisions of the Regulations.
- 5.5. The Seller shall have the right to delete the Account, including all data contained therein, at any time, for any reason, upon prior notification of the Customer or without notice.

6. THE PROCEDURE FOR CONCLUDING THE CONTRACT OF SALE

- 6.1. Orders in the Shop may only be placed by Customers after they have logged in to their Account.
- 6.2. To place an Order in the Online Shop and conclude the Contract of Sale, it is necessary to select the Goods from the current offer of the Seller. The list of products does not include the Goods and solutions that are prepared on the basis of the Contractor's individual requirements. The selection is done by clicking the link to a given Product, selecting the number of ordered items, and then selecting the 'ADD TO THE CART' button. After clicking the link to the cart, a summary of selected Goods is presented together with information on the purchase cost.
- 6.3. The order is placed by clicking the 'PROCEED TO CHECKOUT' button.
- 6.4. Choose the delivery method and the payment method by selecting the appropriate option.
- 6.5. Clicking the 'PLACE AN ORDER' button is the final confirmation of the order, and the data entered together with the selected options will no longer be modified.
- 6.6. The placement of the Order by the Customer constitutes a declaration of intent to conclude a Contract of Sale with the Seller, in accordance with its provisions and the provisions of the Terms and Conditions.
- 6.7. After placing an Order, the Customer receives an e-mail confirming the placement of the Order, which contains a final confirmation of all relevant elements of the Order.
- 6.8. In particular, the Seller reserves the right to refuse to accept the Order in the event of any overdue liabilities of the Customer. The Customer shall be informed about the cancellation of the Order. In this situation, the Seller shall not be held liable.
- 6.9. The Contract shall be deemed concluded after the Customer has received an e-mail referred to in section 6.7.
- 6.10. The Contract of Sale shall be concluded in Polish and its provisions shall be in accordance with the Order and the Terms and Conditions.

7. DELIVERY

- 7.1. The delivery of the Goods shall be made to the countries indicated for selection in the course of placing the order and shall be sent to the address indicated by the Customer when placing the Order.
- 7.2. The delivery shall be performed by the company that performs courier services, unless the agreement between the Seller and the Customer specifies otherwise.

- 7.3. The cost of delivery shall be indicated at the time of placing the Order.
- 7.4. The Order completion date shall be up to 7 working days from the day the Customer places the Order and makes a payment, unless the Parties agree that the payment shall take place after delivery of the Order.
- 7.5. The Seller shall confirm, secure and make available to the Customer the material provisions of the Contract for the sale of Goods by sending a confirmation of the Order and the VAT invoice to the Customer's account and to the e-mail address indicated by the Customer.

8. PRICES AND METHODS OF PAYMENT

- 8.1. The prices of the Goods are given in Polish zlotys (PLN), in euros (EUR), in British pounds (GBP) and in US dollars (USD) and do not include the VAT or delivery costs which are additionally billed and specified in the course of the transaction.
- 8.2. The Customer will have the possibility to make a payment:
- 8.2.1. by bank transfer to the Seller's bank account number, within 10 days of the date of placing the Order. A failure to make a payment within the indicated time limit shall result in the suspension of the execution of the Order and entitle the Seller to withdraw from the Contract without the need to request the Customer to pay;
- 8.2.2. via the PayU electronic payment system online.

9. COMPLAINTS REGARDING THE GOODS

- 9.1. The Seller is obliged to deliver the Goods which are in accordance with the Contract of Sale and are free from physical and legal defects.
- 9.2. If the Customer claims that any of the Products supplied are defective, it shall have the right to lodge a complaint.
- 9.3. Upon the collection of the delivery, the Customer shall have the right and obligation to check the contents of the package in the presence of an employee of the delivering company. In the event of a damage to the package, non-compliance of the goods with the Contract, the Customer is obliged to immediately submit a complaint to the employee of the delivering company and then via the Shop. Any reservations regarding the condition of the delivered package should be reported to the person making the delivery and require the relevant complaint protocol to be drawn up.
- 9.4. Complaints resulting from the defectiveness of the Goods or non-compliance of the Goods with the Contract shall be sent by e-mail to the address reklamacje@hempoland.eu.
- 9.5. The complaint shall be processed immediately, however, not later than within 14 days of the date it is received by the Seller. If the complaint proves to be justified, the Goods shall be replaced by faultless goods, and if this is no longer possible, the Seller shall reimburse the amount received from the Customer and issue an adjustment to the VAT invoice. If the complaint is accepted, the Customer is obliged to return the delivered Goods to the Seller.
- 9.6. The Seller shall not be liable if the properties of the delivered Goods hereunder do not meet the Customer's expectations and the Goods comply with the requirements specified in the Contract and have the parameters specified by the Seller. The Customer acknowledges and accepts that the Seller does not indicate the intended purpose of the

Goods, does not guarantee its suitability for specific purposes or further sale and the Customer is fully liable for further processing of the Goods or placing them on the market.

10. COMPLAINTS CONCERNING THE PROVISION OF ELECTRONIC SERVICES

- 10.1. The Seller undertakes actions aimed at ensuring the proper functioning of the Online Shop in the scope that results from current technical knowledge and undertakes to remove any irregularities reported by the Customers within a reasonable period of time.
- 10.2. The Customer should immediately notify the Seller of any irregularities or disruptions in the functioning of the Shop's website.
- 10.3. Any irregularities related to the functioning of the Shop should be reported by the Customer via e-mail to the address info@hempoland.eu.
- 10.4. The complaint submitted by the Customer should contain the Customer's data, e-mail address, type and date of irregularities related to the functioning of the Shop.
- 10.5. The Seller undertakes to process each complaint within 14 days and, if this proves impossible, to inform the Customer at this time when the complaint has been processed.

11. PRESENTATION OF TRADE INFORMATION

- 11.1. The Seller shall present information about its product offer, new products, current promotions and other information about the Seller and its products to the entities holding an Account in the Online Shop at www.shop.hempoland.eu. The commercial information will be available after logging in to the Account.
- 11.2. The basis for the processing of personal data for the purpose specified in section 1 is the legitimate interest pursued by the Seller who is the controller of personal data, consisting in conducting and developing its activity (Article 6(1)(f) of the GDPR).
- 11.3. Before the first logging in to the Account, the Customer declares that they accept the Terms and Conditions and agree to the presentation of commercial information by the Seller, including offers, promotions and discounts dedicated to Customers. The lack of consent to the presentation of commercial information results in the inability to use the Account.
- 11.4. The Customer may resign from receiving commercial information at any time by sending an appropriate request to the Seller to the e-mail address info@hempoland.eu. Resignation shall be tantamount to the loss of access to the Account.
- 11.5. Complaints related to the presentation of commercial information by the Seller should be sent by e-mail to the following address: info@hempoland.eu
- 11.6. The complaint should include the name of the Customer, its e-mail address, description of the subject matter of the complaint, including specification of the request and its justification and signature.
- 11.7. Complaints shall be processed within 14 days of the day they are received by the Seller. The Seller shall immediately notify the complaining party of the decision regarding the complaint via e-mail to the e-mail address provided in the complaint.

12. PROCESSING OF PERSONAL DATA

Personal data provided by the Customer in the Online Shop shall be processed in accordance with all provisions that govern 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) and the Act of 10 May 2018 on the Protection of Personal Data (consolidated text Journal of Laws of 2019, item 1781). Details regarding the processing of personal data can be found in the Privacy Policy available on the website.

13. FINAL PROVISIONS

- 13.1. In the Contract, the Seller and the Customer may regulate the terms and conditions of cooperation in a different manner than specified in the Terms and Conditions. In such a case, the provisions of the contract concluded between the Seller and the Customer shall take precedence over the provisions of the Terms and Conditions.
- 13.2. Sales contracts concluded under the Terms and Conditions shall be governed by the Polish law.
- 13.3. Any disputes arising between the Seller and the Customer shall be settled by common courts having jurisdiction over the Seller's registered office.
- 13.4. All Intellectual Property Rights to the Products belong to the Seller or its licensors. All such rights reserved.
- 13.5. The exclusive right to the content made available through the Online Shop, in particular copyright, name of the Online Shop, the Seller's trademarks, their graphic elements, software and rights to databases shall be the property of the Seller or its licensors and shall be protected accordingly.
- 13.6. To all matters not regulated herein, the relevant provisions of law, in particular the provisions of the Civil Code, shall apply.
- 13.7. These Terms and Conditions shall be effective as of 1 January 2021.