

Terms of Service

Please read these terms of service (“Terms”) carefully as they contain important information regarding your legal rights, remedies and obligations. These include various disclaimers, limitations of liability, and a dispute resolution clause that governs how disputes will be resolved.

The website at www.instadosepharma.com (this “Website”) is owned and operated by Instadose Pharma Corp. (“Instadose Pharma”, “we”, “us”, and “our”). Information contained in this Website is for information purposes only. Access and use of this Website and its related services (the “Services”) are provided to you on condition that you accept these Terms. By accessing or using this Website or the Services, you agree to these Terms. If you do not agree to these Terms, you may not access or use: (i) this Website; (ii) the Instadose Pharma Materials (as defined below); or (iii) any of the Services.

These Terms, this Website, including the Instadose Pharma Materials, and the Services may be amended or otherwise changed from time to time without notice. For the avoidance of doubt, Instadose Pharma reserves the right to: (i) revise, modify, supplement or delete any information, materials, services and/or resources contained on this Website; and (ii) make such changes without prior notification to past, current or prospective visitors. It is your responsibility to check for such changes periodically. If you do not agree with any change, you must stop using or accessing this Website. Your continued access or use of this Website or the Services after any such change is posted on this Website will constitute your acceptance of the change.

1. JURISDICTION

This Website is hosted on servers in Ontario, Canada. Accordingly, your access and use of this Website shall be deemed to be provided in Ontario and subject to Ontario law and the laws of Canada applicable therein. If you access this Website from outside of Canada, you do so at your own risk and are responsible for compliance with local, national or international laws, including, without limitation, securities laws and import and export laws. In particular, you understand that this Website, the Services or both may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

If you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by or related to this Website (including the Services), you may not: (i) enter into these Terms; or (ii) access or use this Website or the Services. By accessing or using this Website you are explicitly stating that you have verified in your own jurisdiction that your access and use of this Website and the Services is allowed.

2. USE OF THIS WEBSITE

You may only access and use this Website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any criminal law, intellectual property law, privacy law or any other applicable law or regulation. You represent and warrant

that you are at least the age of majority in your jurisdiction of residence and are legally capable of entering into a binding contract.

You may not interfere with the security of, or otherwise abuse, this Website, or any system resources, services or networks connected to or accessible through this Website. You may only access or use this Website for lawful purposes. You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Instadose Pharma's computer systems or perform functions that you are not authorized to perform pursuant to these Terms.

While accessing or using this Website, you agree to comply with all applicable laws, rules and regulations.

You further agree not to:

- mirror or frame any part of this Website without Instadose Pharma's express prior written consent; or
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of this Website, without our express prior written consent.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity this Website or the Services. For example, Instadose Pharma may, without notice, temporarily suspend your, or any other party's, access to this Website (including the Services) if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as Instadose Pharma may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

3. INVESTMENT DECISIONS

THE MATERIALS AND INFORMATION CONTAINED IN THIS WEBSITE ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO CONSTITUTE A SOLICITATION OR AN OFFERING OF SECURITIES IN ANY JURISDICTION. Information disclosed under securities laws of any jurisdiction applicable to Instadose Pharma is not intended to be in any way qualified, amended, modified or supplemented by the information otherwise available in, through or on this Website. Due to the technical and security risks inherent in the Internet, and because the document you access may differ from the original depending on your browser software, the information set out in this Website should not be used for the purpose of making investment decisions with respect to Instadose Pharma.

4. FORWARD-LOOKING STATEMENTS

Certain statements in this Website may contain forward-looking statements and forward-looking information (collectively, "forward-looking statements") within the meaning of the United States Private Securities Litigation Reform Act of 1995 and within the meaning of applicable Canadian

securities legislation respectively. Often, but not always, forward-looking statements can be identified by the use of words such as “plan”, “expect”, “is expected”, “intend”, “believe”, “anticipate”, “estimate”, or variations of such words and phrases (including negative and grammatical variations) or state that certain actions, events, or results “may”, “could”, “would”, “might”, or “will” be taken, occur, or be achieved.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of Instadose Pharma to differ materially from those anticipated in the forward-looking statements. By their nature, forward-looking statements involve numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and other forward-looking statements will not occur. Such forward-looking statements in this Website, if any, speak only as of the date they were published. Forward-looking statements in this Website, if any, may include, but are not limited to, statements with respect to:

- our expectations in connection with our production and expansion plans in the Democratic Republic of the Congo and the capacity thereof;
- advancement of our international opportunities as the laws and regulations governing cannabis evolve internationally;
- the performance of our business and operations;
- the legalization of cannabis for medical use in jurisdictions outside of Canada and our ability to participate in any such markets, if and when such use is legalized;
- the expected number of users of cannabis or the size of the legal cannabis market in Canada and internationally;
- the effect of government regulations (or changes thereto) with respect to the restrictions on production, sale, consumption, export controls, income taxes, expropriation of property, repatriation of profits, environmental legislation, land use, water use and receipt of necessary permits;
- future liquidity and financial capacity;
- our expectations regarding revenues and expenses;
- expectations regarding our ability to raise capital;
- the competitive landscape in which we operate;
- our continued relations with the government of the Democratic Republic of the Congo;
- our investments in community relations, cannabis health and safety, educational programming in the locations where we operate and the further development of our social responsibility programs;
- our future product offerings;
- the payment of any future dividends;
- the outcome of any current or pending litigation against us;
- treatment under government regulatory and taxation regimes;
- assumptions and expectations described in Instadose Pharma’s critical accounting policies and estimates;
- Instadose Pharma’s expectations regarding the adoption and impact of certain accounting pronouncements;

- Instadose Pharma's expectations regarding legislation, regulations and licensing related to the cultivation, production and sale of cannabis and cannabinoid oil by Instadose Pharma's wholly-owned subsidiaries;
- Instadose Pharma's expectations with respect to Instadose Pharma's future financial and operating performance;
- Instadose Pharma's expectations with respect to future performance, results and terms of strategic initiatives, strategic agreements and supply agreements;
- product sales expectations;
- development of affiliated brands, product diversification and future corporate development;
- anticipated results of research and development; and
- inventory and production capacity expectations including discussions of plans or potential for expansion of capacity at existing or new facilities.

With respect to any forward-looking statements contained in this Website, we have made assumptions regarding, among other things: (i) our ability to generate cash flow from operations and obtain necessary financing on acceptable terms; (ii) general economic, financial market, regulatory and political conditions in which we operate; (iii) the yield from the growing operations of the Instadose Pharma's licensed producers; (iv) consumer interest in our products; (v) competition; (vi) anticipated and unanticipated costs; (vii) government regulation of our activities and products and in the areas of taxation and environmental protection; (viii) the timely receipt of any required regulatory approvals; (ix) our ability to obtain qualified staff, equipment and services in a timely and cost efficient manner; (x) our ability to conduct operations in a safe, efficient and effective manner; and (xi) our construction plans and timeframe for completion of such plans.

Some of the risks and other factors which could cause actual results to differ materially from those expressed in the forward-looking statements that may be contained in this Website include, but are not limited to: listing and continued listing requirements of the CSE and increased price volatility; changes in laws, regulations and guidelines; risks inherent in strategic alliances; difficulty of forecasting the medical marijuana industries; exchange restrictions on business; risks relating to our expansion into foreign jurisdictions; political and other risks in emerging markets; risks of corruption and fraud in the Democratic Republic of the Congo and other emerging markets; inflation risks in emerging markets; foreign ownership or control restrictions; risks relating to international advisors and consultants; increased operational, regulatory and other risks; our limited operating history; reliance on licenses; reliance on certain facilities; reliance on management; reliance on key inputs; dependence on suppliers and skilled labor; risks inherent in an agricultural business; vulnerability to rising energy costs; transportation risks; operating risk and insurance coverage; environmental and employee health and safety regulations; product liability risks; risks of product recalls; unfavorable publicity or consumer perception; risks relating to client acquisitions; growth-related risks; our history of net losses, and risks relating in incurring significant net losses in the future and not being able to achieve or maintain profitability; risks relating to additional financing; risks relating to conflicts of interest; risks relating to competition from other companies; reputational risk to third parties, potential regulatory non-compliance issues; litigation risks arising in the ordinary course of business; reliance on cash from subsidiaries; risks of employees or other agents engaging in corruption or

bribery without Instadose Pharma's knowledge; risk Instadose Pharma may not be able to pay dividends; no assurance of sufficient liquid trading market for future Instadose Pharma common shares; and risks associated with the substantial obligations of being a public company, as well as those risk factors discussed herein or in documents incorporated by reference.

You are cautioned not to place undue reliance on forward-looking statements. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

5. INTELLECTUAL PROPERTY

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7. PRIVACY

We are committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and

practices and how we collect, use and disclose the personal information of those individuals who access or use this Website or the Services. Please see our Privacy Policy [*embed hyperlink in foregoing text*] for further details.

You acknowledge and agree that access to and use of this Website and the Services is primarily provided via the Internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

8. COMMUNICATIONS THROUGH THIS WEBSITE

The Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Instadose Pharma is not liable for any damages related to communications to, or from, this Website or the Services.

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10. DISCLAIMER

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WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE SERVICES, THE PRODUCTS AND THE INSTADOSE PHARMA MATERIALS WILL BE TIMELY,

SECURE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INSTADOSE PHARMA OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SECURITY HOLDERS, PARTNERS OR AGENTS (COLLECTIVELY, THE "INSTADOSE PHARMA PARTIES") BE LIABLE TO YOU FOR ANY (A) INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (EVEN IF ANY OF THE INSTADOSE PHARMA PARTIES IS MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES), OR (B) ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS OF OPPORTUNITY IN CONNECTION WITH OR RELATED TO ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING FROM, RELATED TO, OR IN CONNECTION WITH (I) THESE TERMS, (II) THIS WEBSITE (INCLUDING ANY SITES LINKED FROM OR TO THIS WEBSITE), (III) THE INSTADOSE PHARMA MATERIALS, (IV) THE SERVICES, (V) THE PRODUCTS, AND (VI) YOUR ACCESS, USE, OR RELIANCE OF ANY OF THE FOREGOING, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, THE INSTADOSE PHARMA PARTIES' TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH OR RELATED TO ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING FROM, RELATED TO, OR IN CONNECTION WITH (I) THESE TERMS, (II) THIS WEBSITE (INCLUDING ANY SITES LINKED FROM OR TO THIS WEBSITE), (III) THE INSTADOSE PHARMA MATERIALS, (IV) THE SERVICES, (V) THE PRODUCTS, AND (VI) YOUR ACCESS, USE, OR RELIANCE OF ANY OF THE FOREGOING SHALL BE LIMITED TO THE LESSER OF: (A) TWENTY (\$20.00) DOLLARS (CAD); AND (B) THE AMOUNTS PAID BY YOU FOR ANY PRODUCTS PURCHASED BY YOU THROUGH THIS WEBSITE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FINAL EVENT GIVING RISE TO SUCH LIABILITY. THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR INSTADOSE PHARMA TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY INSTADOSE PHARMA, INSTADOSE PHARMA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

Please note that certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you; and in any such case, our liability will be limited to the maximum extent permitted by law.

12. INDEMNIFICATION

IN CONSIDERATION FOR ACCESSING OR USING THIS WEBSITE, YOU AGREE TO DEFEND AND INDEMNIFY THE INSTADOSE PHARMA PARTIES AGAINST ANY LOSSES, LIABILITIES, CLAIMS, DEMANDS, THREATS, ACTIONS, PROCEEDINGS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) IN ANY WAY ARISING FROM, RELATED TO, OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, INCLUDING IN CONNECTION WITH ANY PRODUCTS OFFERED THROUGH THIS WEBSITE OR THE USE OF ANY INFORMATION CONTAINED IN OR OBTAINED THROUGH THIS WEBSITE, THE SERVICES, YOUR VIOLATION OF THE TERMS OR ANY APPLICABLE LAW OR REGULATION, OR THE POSTING OR TRANSMISSION OF ANY MATERIALS ON OR THROUGH THIS WEBSITE BY YOU, INCLUDING BUT NOT LIMITED TO, ANY THIRD PARTY CLAIM THAT ANY INFORMATION OR MATERIALS PROVIDED BY YOU INFRINGE UPON ANY THIRD PARTY PROPRIETARY RIGHTS.

13. TERM, TERMINATION AND SUSPENSION

As above, Instadose Pharma may, at its sole discretion, at any time and from time to time, without notice, suspend your ability to use this Website and the Services and/or terminate these Terms or any of the licenses granted hereunder. Upon termination of these Terms, you shall immediately cease and desist from all use of this Website and the Services. Sections 7, 9, 10, 11, 13, 14, 15 – 18 will survive any termination or expiry of these Terms.

14. ENTIRE AGREEMENT

These Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms, and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

15. WAIVER

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

16. HEADINGS

Any headings and titles herein are for convenience only.

17. ASSIGNMENT

These Terms are not assignable, transferable or sub-licensable by you except with Instadose Pharma's prior written consent. We may assign, transfer or convey these Terms, or any of our rights hereunder to a third party without notice to you.

18. SEVERABILITY

If any provision or part thereof of these Terms is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

19. GOVERNING LAW

Any claims or disputes arising from, related to, or in connection with (i) these Terms, (ii) this Website, (iii) the Instadose Pharma Materials, (iv) the Services, (v) the Products, and (vi) your access, use, or reliance of any of the foregoing (each a "Dispute") will be resolved in accordance with the laws in the Province of Ontario without regard to its conflict of law rules. Any such claims or disputes must be brought before the courts in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against the Instadose Pharma Parties relating to any Dispute and you also agree to opt out of any class proceedings against Instadose Pharma.

20. CONTACT INFORMATION

If you need to contact us regarding this Website, the Services, the Products or these Terms, please contact us by: (i) phone at 905-218-3593 Ext 100; or (ii) mail us at: 5500 North Service Road, Suite 301, Burlington, Ontario L7L 6W6, Canada.

These Terms were last updated on December 11, 2019.