

**TERMS OF USE**

Effective: September 7, 2018

This Terms of Use Agreement, our Privacy Statement, and our Cookie Policy (together, these “**Terms**”) describe the terms and conditions on which Cronos Group Inc., or any of its subsidiaries and affiliates worldwide (collectively, “**Cronos Group**,” “**We**” or “**Our**”) offers you access to websites, applications and digital services on or to which these Terms are linked or referenced (collectively, the “**Services**”).

Before accessing and using the Services, please read these Terms carefully because they constitute a legal agreement between Cronos Group and you.

**BY ACCESSING ANY CRONOS GROUP WEBSITE AND USING ANY OF THE SERVICES, YOU AFFIRM THAT:**

- **YOU HAVE READ AND UNDERSTAND THESE TERMS;**
- **YOU WILL COMPLY WITH THE TERMS; AND**
- **YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO CONTRACTS.**

**IF YOU ARE USING THE SERVICES ON BEHALF OF YOUR EMPLOYER, YOUR ACCEPTANCE OF THESE TERMS IS DEEMED AN AGREEMENT BETWEEN YOUR EMPLOYER AND CRONOS GROUP AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THESE TERMS.**

If you do not agree to any of these Terms, please do not use the Services and immediately cease such access . Your affirmative act of accessing, using and/or registering for the Services constitutes your consent to enter into agreements with Cronos Group electronically.

**1. ADDITIONAL TERMS**

Certain features of the Services, promotions, offers and research studies may be subject to additional terms and conditions (“**Additional Terms**”) presented in conjunction with them. Cronos Group may present Additional Terms to you through the Services or offline. Regardless of how they are presented to you, Cronos Group requires that you agree to Additional Terms before using these features of the Services. Unless otherwise specified in Additional Terms, all Additional Terms are incorporated into these Terms. If you do not agree to Additional Terms, you may not access the Services to which they relate. These Terms and Additional Terms apply equally. If, however, any Additional Term is inconsistent with any provision of these Terms, the Additional Term will prevail but only for the Service(s) to which the Additional Terms apply.

**2. CHANGES TO TERMS**

The Effective Date of these Terms is set forth at the top of this webpage. As we add new features, we may amend or supplement these Terms. We will not make changes that have a retroactive effect on your privacy rights unless we are legally required to do so or to protect other users’ use of the Services. Your continued use of the Services after the Effective Date constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions of or agreements, notices or statements about the Terms.

**3. CONTENT OF THE SERVICES**

(a) The Services, including any information, graphic, artwork, text, video clip, audio clip, trademark, logo, service mark, including the “look and feel” of any Cronos Group websites and/or other content provided on, in

or through the Services (collectively, “**Cronos Group Content**”) are owned by Cronos Group or its licensors and protected under Canadian and foreign copyright, trademark and other laws.

(b) If you agree to these Terms, then Cronos Group grants to you a personal, nonexclusive, nontransferable and limited license (without the right to sublicense) to access and use the Services and download, print and/or copy Cronos Group Content solely for your own personal use and subject to these Terms. Reprinting or electronically reproducing any document or graphic related to the Services in whole or in part for any other purpose is strictly prohibited, unless prior written authorization is obtained from Cronos Group.

(c) Nothing contained in these Services should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to Cronos Group’s trademarks, logos or service marks (“**Marks**”), patents, trade secrets or other intellectual property embodied in the Services. Unauthorized use of any of the Marks or Cronos Group’s other intellectual property may violate applicable laws. All rights not expressly granted herein are reserved by Cronos Group.

(d) Unless Cronos Group provides you with written authorization to do so, you may not:

- (i) incorporate any Cronos Group Content into any other work (such as your own website) or use Cronos Group Content in any public or commercial manner, except to the extent legally permissible under applicable fair use or fair dealing exemptions;
- (ii) change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the Cronos Group Content; or
- (iii) “deep link” to any of the Services (i.e., link to any page other than the home page of one of the Services).

(e) Cronos Group shall have the right at any time to change or discontinue any aspect or feature of the Services, including, but not limited to, content, hours of availability, and equipment needed for access or use. Cronos Group uses reasonable efforts to update its Services, but some information may become out of date over time. Except as specifically stated, Cronos Group makes no claims or warranties as to the accuracy, completeness or use of the information contained in the Services.

**YOUR USE OF ANY CRONOS GROUP CONTENT IS SOLELY AT YOUR OWN RISK.**

#### **4. NOT MEDICAL OR PROFESSIONAL ADVICE**

All Cronos Group Content, is intended to be a general information resource in regard to the subject matter covered, and is provided solely on an “AS IS” and “AS AVAILABLE” basis. You are encouraged to confirm the information contained herein with other sources, and to review the information carefully with your professional healthcare provider. Cronos Group is not engaged in rendering medical or similar professional services or advice via any website, and the information provided is not intended to replace medical advice offered by a physician. If you desire or need such services or advice, you should consult a professional healthcare provider. You should not construe Cronos Group’s publication of this content as an endorsement by Cronos Group of the views expressed herein, or any warranty or guarantee of any strategy, recommendation, treatment, action, or application of medication or preparation made by the author of the content.

**CRONOS GROUP CONTENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ THROUGH THE SERVICES. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND YOUR LOCAL EMERGENCY NUMBER.**

**5. USE OF THE SERVICES**

(a) **Eligibility:** You must be of the age of legal majority or older in your place of residence to use the Services. By using the Services, you represent to Cronos Group that you are at least the age of majority in your place of residence.

(b) **Your Account:** If you create an account (“**Account**”) to use certain features of the Services, you agree that you will maintain your Account information to ensure that it is always current, complete and accurate. If you provide untrue, incomplete or inaccurate information, you understand that we have the right to terminate your Account and use of the Services.

- (i) By creating an Account, you agree that Cronos Group may contact you using the contact information that you provide when creating your Account.
- (ii) Please do not share your Account with anyone else. You are responsible for all use of your Account, including use by others to whom you have provided access to your Account. You also are responsible for any use of your Account by any person that is caused by your failure to secure your user ID or password.

(c) **Your Responsibilities:** You may use the Services for lawful purposes only. You may not use the Services in any manner that could damage, disable, overburden or impair Cronos Group’s servers or networks or interfere with any other party’s use and enjoyment of the Services.

You may not attempt to gain unauthorized access to the Services, other users’ Accounts or Cronos Group’s computer systems or networks through hacking, password mining or any other means.

Without limiting any of the foregoing, you agree that you shall not and you agree not to encourage or allow any third party to:

- (i) copy, modify, adapt, translate, reverse engineer, decode or otherwise attempt to derive or gain access to any portion of the Services or Cronos Group Content;
- (ii) use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of the Services;
- (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services (or any features or functionality of the Services) to any third party for any reason;
- (iv) reformat or frame any portion of the web pages that are part of the Services; or
- (v) create more than one Account by automated means or under false or fraudulent pretenses.

You are solely responsible for any and all charges, fees and other costs related to use of the Services. If you access and use the Services on your smartphone, tablet or other mobile device, you must have wireless service through Wi-Fi or a participating mobile service provider. Certain Services may require text messaging (SMS or MMS) capability. You agree that you are solely responsible for all message and data charges that you incur from your mobile service provider. We do not impose a separate charge for any text messaging services that Cronos Group offers but message and data rates may apply. All charges are billed by and payable to your mobile service provider. Cronos Group is not liable for any delay in the receipt of any text message, as delivery is subject to effective transmission from your mobile service provider. Text messages are provided on an “as is” basis and may not be available in all areas at all times.

Once you opt-in to receive text messages from us, the frequency of text messages that we send to you will depend on your transactions with us. By agreeing to receive text messages, you understand and agree that Cronos Group may use an automatic dialing system to deliver text messages to you and that your consent to receive text messages is not required as a condition of purchase for any goods or services.

(d) **User Contributions:** Cronos Group may from time to time offer you access to web pages or screens in the Services on or through which you and others can display, publish or submit (“**Post**”) information or otherwise provide feedback or information to Cronos Group (“**User Contributions**”). By Posting or transmitting User Contributions to Cronos Group (or Cronos Group’s designees) through the Services, you grant Cronos Group and Cronos Group’s designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), transferable, royalty-free, perpetual, irrevocable right to use, reproduce, sublicense (through multiple tiers), store, distribute, create derivative works of, perform and import your User Contributions in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. All User Contributions are deemed non-confidential and non-proprietary.

You are the owner of and responsible for your User Contributions. In consideration of your opportunity to use the Services to post a User Contribution, you represent and warrant that:

- (i) you own or otherwise control all of the rights to your User Contribution, including, without limitation, all copyrights and trademarks;
- (ii) your User Contribution is true and accurate;
- (iii) your User Contribution does not infringe, misappropriate or violate any third party’s privacy, publicity, proprietary, intellectual property, including copyrights, trademarks, patents and trade secrets, or other rights;
- (iv) your User Contribution does not contain information that identifies any person unless you have such person’s express prior written consent and, if you are a health care professional, you will not submit any information that would directly identify a patient or any information for which you do not have all necessary consents, authorizations or other legally-required permission to disclose;
- (v) your User Contribution does not make unsubstantiated claims about any third party or its products or services or contain any slanderous, defamatory, obscene, pornographic, threatening and/or harassing comments or other content; and
- (vi) your User Contribution complies with all applicable laws, rules and regulations.

Cronos Group may remove or delete any User Contributions in its sole discretion, without notice.

## **6. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY**

### (a) No Warranties

- (i) Cronos Group warrants that Cronos Group has validly entered into these Terms and has the legal power to do so. You warrant that you have validly entered into these Terms and have the legal power to do so.
- (ii) Except as expressly provided, the Services are provided “as is” and “as available” without warranty of any kind, whether express or implied. Cronos Group specifically disclaims all warranties and conditions of any kind, including any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. Cronos Group makes no warranty as to the accuracy, completeness, currency or reliability of any of the Services. Cronos Group does not warrant that (i) the Services will meet your requirements, (ii) operation of the Services will be uninterrupted or virus- or error-free or (iii) errors will be corrected. Any oral or written advice provided by Cronos Group or its agents does not and will not create any warranty.

### (b) Limitation of Liability

- (i) Your use of the Services is at your own risk.

- (ii) CRONOS GROUP SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICES, EVEN IF CRONOS GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICES OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SERVICES OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, WAR, TERRORISM, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SERVICES.
- (iii) The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law.
- (iv) You acknowledge and agree that the above limitations of liability, together with the other provisions in these Terms that limit liability, are essential terms and that Cronos Group would not be willing to grant you the rights set out in these Terms but for your agreement to the above limitations of liability.

## **7. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Cronos Group and affiliates and their respective officers, directors, employees, agents and licensees from any and all liability including costs, expenses, the costs of enforcing any right to indemnification hereunder and any insurance provider and attorneys' fees brought against Cronos Group by any third party arising out of or are related to your violation of these Terms or use of the Services. Cronos Group reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. No settlement that affects the rights or obligations of Cronos Group may be made without Cronos Group's prior written approval.

## **8. INFORMATION, NEWS AND PRESS RELEASES**

The Services may contain information, news and / or press releases about Cronos Group. While this information was believed to be accurate as of the date it was prepared, Cronos Group disclaims any duty or obligation to update this information, news or any press releases. Information about companies other than Cronos Group contained in the news, press releases or otherwise, should not be relied upon as being provided or endorsed by Cronos Group.

## **9. THIRD-PARTY SITES & SERVICES**

The Services may contain links to third-party websites and services, including social media (collectively, "**Linked Services**"). Linked Services are not under the control of Cronos Group and Cronos Group is not responsible for Linked Services or for any information or materials on or any form of transmission received from any Linked Service. The inclusion of a link does not imply endorsement by Cronos Group of the Linked Service or any association with the operators of the Linked Service and should not be construed to mean that Cronos Group is affiliated or associated with or is legally authorized to use any trademark, trade name, logo or copyrighted symbol that may be reflected in the link or the description of the link to the Linked Services. Cronos Group does not investigate, verify or monitor the Linked Services. Cronos Group provides links to Linked Services for your convenience only. You access Linked Services at your own risk and subject to the privacy policies, terms and conditions of use and other legal provisions applicable to the Linked Services.

**10. CRONOS GROUP'S LINKING POLICY**

Unless otherwise set forth in a written agreement between you and Cronos Group, you must adhere to the following rules if you link to any portion of the Services: (i) any link to the Services must be a text only link clearly marked with the name of the relevant Cronos Group entity (e.g. "Cronos Group", "Peace Naturals", "OGBC", etc.) (ii) the appearance, position and other aspects of the link may not damage or dilute the goodwill associated with Cronos Group's Marks, (iii) the link must "point" to the top level domain name of the relevant Cronos Group Service and not to other pages within the Services, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Cronos Group, (v) when selected by a user, the link must display the Service on in the entirety of a tab, window or screen, and not within a "frame" on the linking website or service, and (vi) Cronos Group reserves the right to revoke its consent to the link at any time and in its sole discretion.

**11. EMPLOYMENT OPPORTUNITIES**

We welcome expressions of interest in employment with Cronos Group. Cronos Group does not discriminate in hiring or employment on the basis of race, color, ancestry, religion, disability, ethnic or national origin, citizenship, age, sex, sexual orientation, marital status, family status, or any other characteristic protected by applicable federal, provincial or local law.

You understand that the invitation to submit your resume or expression of interest in a job posted on the Site is not intended to, and does not, create a contract between you and Cronos Group for employment or for any other benefit. You understand that any communication sent by you to Cronos Group inquiring about employment shall not be considered an application for employment and creates no obligation on the part of Cronos Group to respond.

Should Cronos Group be interested in exploring employment opportunities with you, we will contact you in response to your inquiry.

**12. GOVERNING LAW AND DISPUTE RESOLUTION**

(a) The laws of the Province of Ontario and the federal laws of Canada applicable in such province shall govern these Terms, without reference to its choice of law rules. Subject to the terms of this section 12, including with respect to arbitration, to the extent any claims between you and Cronos Group must be determined in a court of law, you and Cronos Group hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

(b) You and Cronos Group agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms.

(c) You and Cronos Group agree, except where prohibited by applicable law, that each may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

(d) YOU AND CRONOS GROUP AGREE, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THAT ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION IN THE MANNER SPECIFIED IN THIS SECTION 12 AND THAT YOU AND CRONOS GROUP WAIVE ANY RIGHT TO BRING SUCH CLAIMS BEFORE ANY COURT OF LAW. RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

(e) Any controversy or claim arising under or related to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of these Terms relating to arbitration (collectively, "**Covered Disputes**") shall be settled by binding arbitration in accordance with the *Arbitration Act, 1991* (Ontario) (the "**Arbitration Act**"). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration

with any claim or controversy of any other party. The arbitration shall be conducted in Toronto, Ontario, and judgment on the arbitration award may be entered by any court of competent jurisdiction. To the maximum extent permitted by applicable law, the Parties hereby authorize and empower the arbitrator to grant interim measures, including but not limited to injunctions, specific performance, or other equitable relief (which, without limitation, may be part of the final arbitral decision or award), in appropriate circumstances. These interim measures and other remedies may be immediately enforced by court order.

(f) A single arbitrator will be selected in accordance with the Arbitration Act. The arbitration shall be conducted in the English language. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives. The arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. The arbitrator's decision must be with written explanation and remain confidential.

(g) If any provision of the agreement to arbitrate in this Section 12 is found unenforceable or otherwise prohibited by applicable law, the unenforceable provision will be severed and the remaining arbitration terms will be enforced. Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Terms must be made within one (1) year after such claim arose or be forever barred.

### **13. SECURITIES LAWS**

(a) The Services may include “forward-looking information” and “forward-looking statements” within the meaning of applicable Canadian and U.S. securities laws. All information contained herein that is not clearly historical in nature may constitute forward-looking information. In some cases, forward-looking statements can be identified by words or phrases such as “may”, “will”, “expect”, “plan”, “anticipate”, “intend”, “potential”, “estimate”, “believe” or the negative of these terms, or other similar expressions intended to identify forward-looking statements.

(b) Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable by management, are inherently subject to significant business, economic and competitive risks, uncertainties and contingencies that may cause actual financial results, performance or achievements to be materially different from the estimated future results, performance or achievements expressed or implied by those forward-looking statements and the forward-looking statements are not guarantees of future performance.

(c) A discussion of some of the material risks applicable to the Company can be found in the Company's current securities-related filings on SEDAR and EDGAR and can be accessed at [www.sedar.com](http://www.sedar.com) or [www.edgar.com](http://www.edgar.com). Except as required by law, Cronos Group disclaims any obligation to update or revise any forward-looking statements. You are cautioned not to put undue reliance on these forward-looking statements.

(d) The Services and the information contained therein do not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained therein is intended to be, and shall not be deemed to be, incorporated into any of Cronos Group's securities-related filings or documents.

### **14. GEOGRAPHIC RESTRICTIONS**

The Services are based in, and operated by Cronos Group from its offices, in the Province of Ontario in Canada. Cronos Group makes no representation that the Services are appropriate or available for access or use in other locations. You acknowledge that you may not be able to access or use the Services in other locations and that access thereto or use thereof may not be legal. If you access or use the Services from other locations, you do so on your own initiative and are responsible for compliance with local laws.

Any products, services or publications mentioned in Services are made available in accordance with local law and only where they may be lawfully offered for sale.

**15. DATA PRIVACY AND PROTECTION**

Please make sure that you carefully read our Privacy Statement and our Cookie Policy to learn about the information that Cronos Group collects through the Services and how we process it.

**16. USE BY MINORS**

Unless otherwise explicitly stated, the Services are not intended for, or designed to attract, persons under the age of majority in their jurisdiction. Cronos Group does not knowingly collect Personal Information from, or provide information, products or services to, visitors in that age group.

**17. TERMINATION**

These Terms automatically terminate when you fail to comply with any term or condition of them. Cronos Group may terminate or modify your access to the Services, with or without notice to you, at any time for any reason. For example, access to the Services may be denied without notice if Cronos Group believes that you are a minor.

Termination will not limit any of Cronos Group's other rights or remedies. Any provision that must survive in order to give proper effect to the intent and purpose of these Terms (including but not limited to Sections 6, 7, 8, 9, 10, 12, 13, 15 and 18) shall survive termination.

**18. MISCELLANEOUS**

(a) These Terms (which include our Privacy Statement and our Cookie Policy) contain the entire understanding by and between Cronos Group and you with respect to the matters contained herein.

(b) These Terms inure to the benefit of and will be binding upon Cronos Group's and your successors and assigns, respectively.

(c) These Terms may be assigned by Cronos Group but you may not assign these Terms without the prior express written consent of Cronos Group.

(d) If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been used.

(e) If Cronos Group fails or you fail to perform any obligation under these Terms and the other party does not enforce such obligation, the failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on any other occasion. Any waiver of any provisions contained in the Terms shall not be deemed to be a waiver of any other right, term, or provision of the Terms.

(f) Nothing contained in these Terms will be deemed to constitute Cronos Group or you as the agent or representative of the other or as joint venturers or partners.

(g) If Cronos Group is or you are prevented from performing or unable to perform any obligation under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such cause.

(h) Headings and captions are for convenience only.

(i) It is the express wish of the parties that these Terms of Use be in English. Les parties aux présentes ont expressément demandé que ces modalités d'utilisation du site web soient rédigés en anglais.