KINLOCH BRANDS LTD.

Terms and Conditions

and Return, Refund and Replacement Policy

Version 1.3
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Part A — Terms and Conditions

1. About Kinloch and these Terms

These Terms and Conditions (the “Terms”) govern your access to and use of kinloch.med and every related surface — the patient dashboard, the mobile web experience, the AI intake assistant, the Message Centre, and the subscription portal (together, the “Platform”) — and they govern every purchase you make through it. The Platform is operated by Kinloch Brands Ltd. (“Kinloch”, “we”, “us”, “our”), a corporation existing under the laws of Canada, with its mailing address at #37 – 5855 Mt. Lehman Road, Abbotsford, British Columbia V4X 2P7. Kinloch operates as a licensed seller of cannabis for medical purposes under Part 14 of the Cannabis Regulations (SOR/2018-144), made under the Cannabis Act (S.C. 2018, c. 16), under Health Canada licence LIC-1ZQ52RVWH2-2026-1 — class: Sale for Medical Purposes (Without Possession). This licence is effective as of August 11, 2026. This licence expires on July 10, 2031. By creating an account, beginning intake, uploading a medical document, placing an order, or otherwise using the Platform, you agree to these Terms, to our Privacy Policy, and to the Return, Refund and Replacement Policy in Part B. A printable copy of all three is available at kinloch.med/terms at all times, and we email you a copy when you create your account. Where you are acting as the responsible adult for another person, you confirm that you have authority to do so and you accept these Terms both for yourself and on that person's behalf.

2. Definitions

- Authorization means a valid medical document, signed by a Nurse Practitioner or other authorized health care practitioner, that states the daily quantity of dried cannabis equivalent authorized for you and the period of use. A period of use may run for up to one year.
- Catalogue Products means non-cannabis merchandise, accessories and educational materials offered through the Platform, which sit outside Part 14.
- Client Identifier means the unique identifier Kinloch issues to you on registration. It is validated on every order you place.
- Fulfilment Partner means the licensed party that holds Kinloch's inventory and picks, packs and dispatches your order. Section 15 explains this arrangement.
- Medical Products means cannabis products sold to registered clients under Part 14.
- NP means a Nurse Practitioner, or another health care practitioner, licensed in a Canadian province or territory and entitled to issue a medical document for cannabis in the province where the consultation takes place.
- Registration means your registration with Kinloch as a client under Part 14, granted after Kinloch verifies your Authorization and your eligibility.

- Subscription means a recurring refill arrangement under Section 14.

3. Who can use the Platform

3.1 Age

Access to cannabis product content and to Catalogue Products is available to individuals aged 19 and over, except in Alberta where the minimum age is 18, and in Quebec where it is 21. The Platform confirms your age before any cannabis product content is displayed. Part 14 sets no minimum age for a registered client. A person below the applicable age above may be registered and served through a responsible adult named in their registration, where an authorized practitioner has issued them a medical document.

3.2 Residency

Registration is available to individuals who ordinarily reside in Canada. Your registration application includes a signed statement confirming your Canadian residency. Where you ordinarily reside in Canada without a fixed address, you may register using the address of a shelter, hostel or similar institution, supported by an attestation of residence signed and dated by a lead of that institution. Kinloch delivers to addresses in Canada only.

3.3 What registration requires

To register and purchase Medical Products you need:

- a valid Authorization from an NP or other authorized practitioner, obtained through the Platform or held already from another practitioner;
- a completed registration application, including the signed statements described in Section 9;
- your legal name, date of birth and Canadian residential address, which you give at registration and confirm in the signed statement that forms part of your application;
- a verified mobile telephone number and a verified email address; and
- an active, unexpired Registration granted by Kinloch.

Your signed registration statement confirms that your medical document is being used to obtain cannabis products from Kinloch alone, and that any product supplied to you is for your own medical purposes.

4. Your account and security

Please give accurate and complete information when you create your account, and keep it current. The information you provide at registration is taken on your own declaration, supported by the signed statement described in Section 9, and Kinloch relies on it. Your Registration record — your shipping address, your practitioner's details and your Authorization particulars — must reflect your present circumstances. Section 9.5 explains how to amend it. Two-step verification is required on every account holding an active Registration. You may use SMS codes, an authenticator application, or backup codes. Keep your credentials and your Client Identifier confidential, and tell us at support@kinloch.med immediately if you believe someone else has reached your account. Accounts are personal. Please order for yourself, or for the client for whom you are the named responsible adult. Kinloch protects your information with encryption at rest (AES-256), encryption in transit (TLS 1.2 or later), role-based access control, and an append-only audit trail that records every access to your record.

5. How the Platform works

There are two routes to an Authorization, and both end with a licensed NP making the clinical decision.

- Clinical intake. You build your cart, confirm your intended purchase with a valid payment method (Section 13), and complete a conversational intake with the AI intake assistant. An NP reviews the summary and decides. Sections 6 and 7 describe this route.

- A medical document you already hold. You upload a valid Part 14 document issued by another Canadian practitioner. Section 8 describes this route. Once you hold an Authorization and Kinloch has registered you, checkout opens. You may build a cart at any point before that; the cart is preserved for you.

6. The AI intake assistant, and the role of your Nurse Practitioner

6.1 What the AI intake assistant does

The Platform uses an artificial intelligence intake assistant to collect your clinical and identity information through a conversation, to organise it into a structured summary for the reviewing NP, and to flag matters that merit clinical attention. Before intake begins, the assistant tells you plainly that it is an automated system rather than a health care provider, that your responses are recorded and stored securely in Canada, and that a licensed NP makes the final decision. Intake proceeds once you agree. The AI intake assistant collects and summarises. It reaches no diagnosis and recommends no specific product. Where you prefer to speak with a person instead, tell the assistant and we will arrange a human intake call by email.

6.2 What your Nurse Practitioner does

A licensed NP reviews your intake summary, exercises independent clinical judgement, and reaches one of three decisions:

- Approve. The NP issues and signs a Part 14 medical document at the daily gram equivalency and period of use they consider appropriate.
- Modify. The NP issues a medical document at a daily gram equivalency or a period of use that differs from the one you asked for, and records their reasons. Your dashboard shows the authorized parameters and states plainly that the practitioner adjusted them.
- Decline. The NP declines to authorize, and records a reason. Kinloch tells you the outcome 24 to 48 hours after your intake is submitted. Every medical document issued through the Platform carries the electronic signature of the NP who issued it, bound to the document, time-stamped, and recorded in the compliance audit trail. The reviewing NP is an independent licensed practitioner, responsible for their own clinical practice and accountable to their own professional regulatory college. Your clinical relationship is with that practitioner. Kinloch has no authority to make, direct, override or reverse a clinical decision.

6.3 Education, and where medical advice begins

The terpene education, the Kinloch Wheel, product guidance and other content on the Platform is offered for information and education. It supports the conversation you have with a health care professional. Diagnosis, treatment decisions and medical advice belong with your physician, NP or pharmacist — please speak with them about your health, your medications, and whether a product suits you. Cannabinoid therapy takes time and titration, and individual responses vary. Please tell every one of your health care providers about any cannabinoid therapy you use, because it can interact with some medications. Kinloch's products are regulated under the Cannabis Act; they are distinct from Health Canada-approved medications, and the evidence for their effectiveness continues to develop.

If you are experiencing a medical emergency, call 911 or attend your nearest emergency department.

7. If your practitioner needs to speak with you

Sometimes an NP wants more information before deciding. The Platform supports that conversation directly.

7.1 How it works

- The NP places your case on a clarification hold and chooses two or three appointment times.
- You receive those times in one message, shown in your own local time, and you either confirm one or decline the set. Where you decline, or the offer lapses, the NP may offer one further set of times.

- At the time you confirm, the Platform places the call. Your practitioner's own number stays private, and the call reaches you from a Kinloch.med number carrying our registered branded-calling display name, so you can recognise it.
- Calls are placed between 09:00 and 20:00 in your local time.
- The clarification call is a live conversation with your practitioner. No audio is recorded, stored or transmitted. Your practitioner writes a structured clinical note, which becomes the record of the conversation and forms part of your clinical record.
- Kinloch attempts the call twice. Where the first attempt goes unanswered, we tell you when the second will be made and offer you the chance to give an alternative number.

7.2 Consent

During intake you are asked whether an NP may reach you by telephone at the number on your account. Clarification contact is available on accounts carrying a verified mobile number and that consent. Where either is absent, your NP decides on the information already available to them, as they would otherwise.

7.3 Where a hold runs its course

A clarification hold runs for up to 72 hours, and your NP may extend it once. Where the attempts are exhausted or the hold expires, your review closes as unresponsive and returns to your practitioner, who then decides on the information available. We tell you before that happens and explain what it may mean for the outcome. A review that closes this way sits apart from a clinical decline, and it is recorded separately. You may ask to reactivate it at any time from your dashboard. Reactivation restores your intake, your flags, your contact history and any note already written; a fresh intake is needed only where the original has aged beyond Kinloch's clinical staleness period. Section 13.6 explains what happens to any payment hold.

8. Using a medical document you already hold

Where you already hold a valid Part 14 medical document from another Canadian practitioner, you may bring it to Kinloch rather than repeating clinical intake. You are asked at registration, and again at checkout, whether you hold one.

8.1 Uploading your document

The Platform accepts PDF, JPG, PNG and HEIC files, by drag-and-drop on a computer or camera capture on a phone, up to the file size shown on the upload screen. Your original image is stored encrypted in Canada with a cryptographic hash, alongside the extracted details. The Platform reads your practitioner's name, college, licence number and issuing jurisdiction, the document date, the daily gram authorization, the period of use and the expiry date, and your own name and date of birth.

8.2 What happens next

- Where every check passes — your practitioner's licence is active, your identity matches your account, the document is current, and each field reads clearly — your Authorization becomes active and your cart is released, with the expiry taken from the period of use stated on your document.
- Where any check needs a human eye, your document goes to an NP for review. Your practitioner colleges across every Canadian province and territory are supported, together with the provincial medical regulators.
- On review, the NP may confirm your document, ask you for a clearer or corrected copy, or decline it. You may upload a replacement scan whenever you are asked for one.

Your dashboard shows where your document stands at every step: received, verification in progress, active with your cart released, or awaiting practitioner review with the typical wait time shown.

8.3 Verification with your practitioner's office

Part 14 requires Kinloch to verify a medical document with the practitioner who issued it, unless that practitioner's signature is already known to us. Where written verification is needed, we contact the issuing office and your Authorization stays inactive until the office replies. We tell you when this step applies to your document.

8.4 One seller at a time

A medical document supports registration with a single seller. Where your document is registered elsewhere, please cancel or transfer that registration before registering with Kinloch. Kinloch's V1 catalogue is non-intoxicating; where you also need products containing higher levels of THC, your existing relationship with another seller can continue alongside a document issued to you by a Kinloch practitioner.

9. Registration

9.1 What Kinloch verifies

Before registering you, Kinloch confirms that your application is complete, that your medical document meets the requirements of the Cannabis Regulations, that the issuing practitioner is entitled to practise in the province where you consulted them, and that the practitioner is subject to no notice restricting their authority to authorize cannabis.

9.2 Your registration confirmation

On registering you, Kinloch sends you a registration document setting out our name, your name and date of birth, your practitioner's name, any responsible adults named, the daily quantity in grams authorized for you, your shipping address, the expiry date of your Registration, and your Client Identifier, together with instructions for placing orders and the current version of the Government of Canada publication Consumer Information — Cannabis.

9.3 Expiry and renewal

Your Registration expires when your Authorization's period of use ends. The Platform shows a renewal reminder from 30 days before that date, and ordering pauses on expiry. Once a renewed Authorization is verified, ordering resumes and any Subscription resumes with it.

9.4 Refusal

The Cannabis Regulations require Kinloch to refuse a registration in defined circumstances: where the application is incomplete after we have tried to obtain what is missing; where we have reasonable grounds to believe false or misleading information or a falsified document has been provided; where the medical document could not be verified or is no longer valid; where a registration with the Minister has expired or been revoked; where your name or date of birth differs from the document; or where your practitioner tells us in writing that your use of cannabis is no longer clinically supported. Kinloch may also decline for business reasons. Before refusing, Kinloch writes to you with the reason. You have 10 days to reply and explain why the reason is unfounded. Where the refusal stands after that, we send you a written refusal notice, and return your copy of the medical document unless it is a falsified one. Where a refusal would rest on a suspected falsified document, Kinloch contacts your practitioner's office before deciding.

9.5 Amendments

Amend your Registration from your dashboard whenever your details change — your address, your shipping address, your practitioner, your name, or a responsible adult. Proof supports a change of name, and your practitioner's written consent supports the use of their address as your shipping address. Kinloch verifies each amendment and issues an amended registration confirmation showing your expiry date.

9.6 Cancellation and transfer

You may cancel your Registration at any time by writing to support@kinloch.med. Kinloch cancels a Registration where the Regulations require it — on the client's death; where the medical document has been transferred to another seller; where we have reasonable grounds to believe false information or a falsified document supported the registration; where your practitioner writes to say your use of cannabis is no longer clinically supported; where your practitioner becomes subject to a notice restricting their authority; where your Registration expires and no new medical document has been obtained; or for business reasons. Except where you request the cancellation, we write to you first with the reason and you have 10 days to reply. You may transfer your medical document to another licensed seller. Kinloch gives effect to a transfer where you request or consent to it, the receiving seller consents, and no cancellation is pending.

9.7 Records

Kinloch keeps registration, verification, order, shipment and communication records for a minimum of two years, as ss. 301–305 of the Cannabis Regulations require, and makes them available to Health Canada and to provincial authorities as the Regulations provide.

10. Product information

Kinloch's V1 catalogue comprises the CBZ, Elevate, Refresh and Serene lines, in tincture, softgel, gummy and topical formats. Cannabinoid content is stated on each product page and on the product label; please read both, because cannabinoid content differs between products within the same line. Kinloch's catalogue is non-intoxicating and formulated for clear-headed daily use. Certificates of analysis are available on request. We work to describe products, cannabinoid and terpene content, pricing and availability accurately. Batch characteristics and packaging vary between lots. Where we identify an error in a price or a description before your order ships, we contact you, and you may confirm the corrected order or cancel it for a full refund. Inventory is finite. Where an item you ordered becomes unavailable, we offer you a substitution, a credit, or a refund of the amount paid for that item.

11. Orders and purchase limits

Build a cart whenever you like. Checkout opens once your account holds an active, unexpired Registration and your cart sits within the applicable limits. Every order is validated against your Client Identifier and your current Authorization at the moment you place it. The Platform's gram-equivalency calculator converts each item in your cart into its dried cannabis equivalent and confirms that your order stays within the limits the Cannabis Regulations set:

- the equivalent of 150 grams of dried cannabis per shipment; and
- 30 times the daily quantity of dried cannabis stated in your Authorization, whichever is the lesser. The Platform also tracks your rolling 30-day allotment. Where a cart exceeds a limit, we tell you which limit applies and invite you to adjust it. Kinloch's determination of gram equivalency, made under the schedules to the Cannabis Act and the Regulations, governs. Your order is an offer to purchase. A contract of sale forms when Kinloch accepts it and sends you an order confirmation. The Cannabis Regulations require Kinloch to refuse an order where the order details differ from your registration record, where your Client Identifier is incorrect, where your Registration has expired or been cancelled, where the order exceeds a purchase limit, where it has already been filled, or where a client registered on a medical document orders plants or seeds. We may also decline an order where a product is unavailable or where we reasonably suspect fraud, diversion or resale. Where we refuse an order we write to you with the reason, and nothing is charged. Products purchased through the Platform are for your own medical use. Reselling, redistributing or supplying them to another person is prohibited by law.

12. Prices, taxes and duties

Prices are shown in Canadian dollars. Federal excise duty applies to cannabis products as the Excise Act, 2001 provides, and where duty applies it is included in the shelf price. Excise stamps appear on every product the excise framework requires to be stamped, including gummy and softgel formats whatever their cannabinoid content. Oils that are liquid at room temperature and contain no more than 0.3% THC are low-THC cannabis products under the Excise Act, 2001; they are exempt from excise duty and lawfully carry no stamp. Where a product of this kind reaches you without a stamp, that is its correct and compliant presentation. At checkout the Platform adds the sales taxes that apply where you live: GST or HST in every province, and additionally PST in British Columbia and Saskatchewan, RST in Manitoba, and QST in Quebec. Taxes and duties are itemised before you confirm, and again on your receipt. Medical sales carry no exemption from excise duty or from sales tax. Delivery charges are shown before you confirm your order.

13. Payment

Payment is processed by Kinloch's payment provider. Kinloch stores no full payment card numbers; your card details are handled inside the provider's secure environment.

13.1 Where you already hold an Authorization

Your payment method is charged when you place the order, and we send you a receipt.

13.2 Where your Authorization is still pending

Where you are seeking your Authorization through the Platform, your cart and a valid payment method together confirm your intent to purchase, and your clinical review begins once that intent is confirmed. You build your cart, proceed to checkout, and provide your payment method; the Platform places a pre-authorization hold for your cart total, including taxes, duties and delivery, and your intake then proceeds. A hold reserves the amount against your available credit; it takes no money, and nothing is captured unless your practitioner authorizes and your order is accepted. Before you provide your payment method we show you what will cause the hold to be captured, what will cause it to be released, and that a released hold can take several business days to clear from your statement.

13.3 When payment is taken

Kinloch captures payment when three things are true together: your Authorization has been granted or modified, your Registration is confirmed, and your order is accepted. Capture happens at that point, rather than at the moment your practitioner decides.

13.4 Where your authorized quantity differs from your cart

Your cart is checked against per-order limits at checkout, and checked again against the Authorization your practitioner actually issued. Where your practitioner authorized a lower daily quantity than your cart assumed, the cart is reduced to fit. We show you the adjusted cart and the adjusted total, and we capture only the reduced amount once you confirm it. The balance of the hold is released.

13.5 Where a hold approaches its expiry

A card authorization hold has a limited life, and a clinical review can occasionally run longer than that life. Before a hold expires, we ask you to reconfirm your payment method and tell you why, so that your review continues uninterrupted with a valid payment method in place throughout. Where a hold lapses before a decision, your cart and your intake stay intact, and we ask for a fresh payment method; your review resumes once it is in place. Where a capture is declined after your practitioner has decided, your Authorization stands; only the payment needs attention.

13.6 Where a hold is released

Kinloch releases a hold, and takes nothing, in each of these situations:

- your practitioner declines to authorize;
- your Registration is refused;
- you withdraw before a decision;
- your review closes as unresponsive under Section 7.3; or
- your order is refused under Section 11.

We release a hold at the moment the outcome is recorded, rather than leaving it to lapse, so that your available credit returns as early as your card issuer allows. Where a case is later reactivated, a fresh payment method is in place before your review resumes. In every outcome, the cost of your clinical review stays with Kinloch.

13.7 Prices and availability over a long review

Kinloch records the price of each item in your cart at the moment a hold is placed, and checks it again before capture. Where a price has changed, we show you the change and capture only once you confirm. Kinloch holds no inventory in reserve against a pre- authorized cart; where an item has become unavailable by the time of capture, we offer you a substitution, a credit, or a refund, and you choose before anything is captured.

13.8 Declined or reversed payments

Please use a payment method you are authorised to use. Where a payment is declined, reversed or charged back, Kinloch may pause order processing until the matter is settled.

14. Subscriptions and recurring refills

A Subscription arranges refills automatically at the interval you choose, so your therapy continues without a fresh checkout each cycle.

14.1 How a Subscription works

- You choose the products, quantities and interval when you enrol, and everything is visible in the subscription portal on your dashboard.
- Each refill is a new order. It is validated against your active Registration, your Client Identifier, and the purchase limits in force at that time.
- We email you at least 7 days before each refill, showing the products, quantity, price and the date of the charge.
- Your payment method is charged on the day the refill order is placed, at the price then in effect.

14.2 Managing your Subscription

- Skip a refill, change the products, quantity or interval, change your payment method, pause, or cancel — at any time, from the subscription portal or by writing to support@kinloch.med.
- A change made at least 48 hours before a scheduled refill applies to that refill. A change made inside that window applies to the following cycle, and a refill already dispatched is handled under Part B.
- Cancelling a Subscription leaves your account and your Registration intact. You may keep ordering individually and re-enrol whenever you like.
- Subscriptions carry no minimum term and no cancellation fee.

14.3 Price and product changes

- We email you at least 30 days before a Subscription price rises. Continuing after that notice confirms the new price, and cancelling at any point before it takes effect means the rise never reaches you.
- Where a subscribed product becomes unavailable, we contact you to arrange a substitution, a pause, or the removal of that line.

14.4 Authorization status

- A refill ships while your Registration is active. Where your Authorization expires or is cancelled, the Subscription pauses and nothing is charged. Once a renewed Authorization is verified, refills resume on the next cycle.
- Where a scheduled refill would exceed a purchase limit, Kinloch reduces the quantity to the permitted amount or defers the refill, and tells you which applies.

15. Delivery

15.1 Where we deliver

Kinloch ships to the shipping address recorded in your Registration, as the Cannabis Regulations require. A change of address takes effect once the amendment is verified and your Registration record is updated. Where your Registration names your practitioner's address as the shipping address, delivery depends on that practitioner's continuing written consent. Delivery to that address stops if consent is withdrawn or if Health Canada directs otherwise, and we contact you to arrange an alternative.

15.2 How your order reaches you

Kinloch's licence is a sale licence without possession. Kinloch's inventory is held, picked, packed and dispatched by a licensed Fulfilment Partner operating under its own Health Canada licence, on Kinloch's instruction and against your registration record. You choose your carrier at checkout — Canada Post or Purolator. Your order travels in a plain outer parcel that names no product and makes no reference to cannabis, with the contents sealed under a tamper-evident seal inside. Tracking is posted to your dashboard and emailed to you. Your parcel is handed to you personally. Both of our carriers deliver cannabis under their secure delivery protocols: the carrier records the recipient's name and signature at the door, and checks government-issued photo ID where the recipient appears younger than the carrier's age-check threshold. Where you would prefer to collect your parcel instead, Canada Post can hold it for pickup at a post office and Purolator at one of its shipping centres — bring government-issued photo ID, and arrange the hold with the carrier using your tracking reference.

15.3 Timing and risk

Delivery estimates are estimates. Title and risk of loss pass to you on delivery to the address recorded in your Registration. Where a parcel is lost in transit, arrives damaged, or is delivered to the wrong address, Part B sets out how we replace or refund it.

16. Returns, refunds and replacements

Part B sets out how returns, refunds and replacements work. It forms part of these Terms.

17. Catalogue Products

Catalogue Products are available to any eligible account holder and are sold under these Terms. Registration, purchase limits and gram-equivalency controls apply to Medical Products; Catalogue Products ship to the delivery address you give at checkout and carry the return window in Part B, Section 17.

18. Privacy and your health information

Kinloch collects, uses and discloses personal information, including personal health information, in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial privacy and health-information legislation, and our Privacy Policy at kinloch.med/privacy. By completing intake you give express consent to the collection of the clinical information you provide, to its processing by the AI intake assistant, to its disclosure to the reviewing NP for clinical assessment and authorization, and to its retention in Kinloch's records for the periods the Cannabis Regulations require. Your information is stored on servers located in Canada. Kinloch's artificial intelligence processing runs on Canadian infrastructure, under arrangements that keep your information out of provider training data and out of provider retention. Kinloch discloses information to Health Canada, to provincial professional licensing authorities, and to law enforcement where the Cannabis Act, the Cannabis Regulations or other law requires it. Kinloch also shares what is necessary for fulfilment with its Fulfilment Partner and carriers, for payment with its payment provider, and for messaging with its communications providers, each under contractual confidentiality and security obligations. You may ask to see your personal information, ask us to correct it, and withdraw consent, subject to the legal and regulatory retention obligations described in Section 9.7. We respond within 30 days. Write to our Privacy Officer at privacy@kinloch.med. Where you remain dissatisfied, you may complain to the Office of the Privacy Commissioner of Canada at priv.gc.ca, or to your provincial commissioner.

19. How we contact you

You consent to receive notices, registration documents, order confirmations, shipping updates, recall notices and other communications about your account electronically. These satisfy any legal requirement that a communication be in writing. Please keep your contact details current so that they reach you.

- Text message (SMS) and your Message Centre carry routine notices — your authorization granted, modified or expiring, your order confirmed, shipped or delivered, and your document received.
- Text message (SMS), your Message Centre and email together carry time-sensitive notices — an appointment offer from your practitioner, a missed-call notice, a request for an alternative number, the close of a review, a request to resubmit a document, and safety messaging. These go out on all three channels at once, so that a silenced phone costs you nothing.
- Email carries account matters, including email verification and account recovery. Text messages (SMS) and emails carry no clinical detail. They tell you that something needs your attention and how to reach it; the detail stays behind your login. Every message you receive is kept in your Message Centre with its date, so you can re-read anything you missed, and every action a message invites can be completed from the Message Centre alone. Marketing messages go out only with your express consent, given without pre-ticked boxes, in accordance with Canada's Anti-Spam Legislation and the promotion rules in the Cannabis Act. Withdraw that consent at any time using the unsubscribe link or by writing to support@kinloch.med. Transactional, clinical, safety and regulatory messages continue while your account is open.

20. Recorded calls

Two kinds of call happen on the Platform, and they are treated differently.

- Your AI clinical intake is recorded and the transcript forms part of the summary your NP reviews. The assistant tells you this before intake begins.
- Calls to and from Kinloch's customer care line are recorded for quality and accuracy. The recording disclosure is given in the greeting, and on outbound calls before anything about your account is discussed.
- A clarification call with your Nurse Practitioner under Section 7 is a live conversation and carries no recording. Your practitioner's written clinical note is the record of it.

21. Acceptable use

Please use the Platform lawfully and in good faith:

- give truthful and accurate information at intake, registration and amendment;
- keep your credentials and Client Identifier confidential;
- use what you purchase for your own medical purposes; and
- respect the security and integrity of the Platform.

The following are prohibited: submitting false, altered or fraudulent identity or medical documents; holding more than one Registration with Kinloch; registering with Kinloch on the basis of a medical document already registered with another seller or with Health Canada; reselling or otherwise distributing products obtained through the Platform; circumventing the purchase limits, the checkout gate, or the age and account security controls; scraping, reverse engineering, probing or interfering with the Platform; and transmitting malicious code.

22. Intellectual property

The Platform and its contents — the Kinloch, Kinloch.med, CBZ, Elevate, Refresh and Serene marks, the Kinloch Wheel, and the text, graphics, educational material, software and design — belong to Kinloch or its licensors and are protected by Canadian and international intellectual property law. You may view, download and print Platform content for your own personal, non-commercial use in connection with your account. All other rights are reserved. Where you send us feedback, a review or a suggestion, you grant Kinloch a non-exclusive, royalty-free, worldwide licence to use it in operating and improving the Platform.

23. Third parties we work with

Kinloch works with third parties to run the Platform: a technology partner for the software and hosting, a cloud provider hosting in Canada, an artificial intelligence provider for intake processing, a payment gateway and merchant processor, a telephony provider for voice and branded calling, messaging providers for text and email, an electronic signature provider, a licensed Fulfilment Partner, and the carriers who deliver your order. Each is bound by contractual confidentiality, security and Canadian data-residency obligations. Our Privacy Policy names them and is kept current. The Platform links to third-party websites for reference. Kinloch is responsible for its own content; those sites remain the responsibility of their operators.

24. Accessibility and language

The Platform is built to conform to WCAG 2.1 Level AA, and to the accessibility standards applicable in Ontario. Where you encounter a barrier, please tell us at support@kinloch.med and we will work with you to provide the information or the transaction in another way. The Platform, these Terms, Part B and all patient-facing communications are available in English (en-CA) and French (fr-CA), and are delivered in the language you select.

25. Product safety, recalls and adverse reactions

25.1 Adverse reactions

If you experience an adverse reaction to a product, please seek medical attention first. For acute symptoms, call 911 or contact your primary health care provider. Then tell us at support@kinloch.med or on our customer care line. We record the report, escalate it to Kinloch's Responsible Person within one business day — the same business day where the reaction is serious — investigate the lot, and arrange a refund or replacement. Where clinical follow-up is appropriate, a Nurse Practitioner returns your call; customer care staff and the AI assistant do not give clinical advice. Kinloch reports serious adverse reactions to Health Canada through the Canada Vigilance Program and retains the associated records.

25.2 Recalls

Where Kinloch or a supplier recalls a product you received, we contact you using the details on your account with instructions for return or disposal, and we arrange a replacement or a full refund, including delivery charges, at no cost to you. Recall returns fall outside the ordinary timeframes in Part B.

26. Disclaimers

The Platform and its content are provided on an “as is” and “as available” basis. To the maximum extent the law permits, and apart from the warranties these Terms give expressly, Kinloch disclaims all representations, warranties and conditions, whether express, implied or statutory, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and makes no warranty that the Platform will run uninterrupted or error-free. Individual responses to cannabinoid therapy vary. Kinloch makes no representation that a product will achieve a particular therapeutic outcome for you. Where the Platform presents information generated with the assistance of artificial intelligence, that information supports a clinical decision made by a licensed NP rather than substituting for one, and Kinloch gives no warranty as to its clinical correctness. Your rights under the Consumer Protection Act (Alberta), the Competition Act, the Sale of Goods Act (Alberta) and other consumer protection legislation that cannot lawfully be limited stand unaffected by these Terms.

27. Limitation of liability

To the maximum extent the law permits, Kinloch and its directors, officers, employees and agents will not be liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, data or goodwill, arising out of or relating to the Platform or any product purchased through it, whether in contract, tort (including negligence), statute or otherwise, even where advised that such damages were possible. To the maximum extent the law permits, Kinloch's aggregate liability arising out of or relating to these Terms, the Platform, or any product purchased through it is limited to the greater of the amount you paid to Kinloch in the six months preceding the event giving rise to the claim, and CAD $500. These limits apply to the fullest extent the law permits. They leave untouched any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, and any other liability that cannot lawfully be limited.

28. Indemnity

You agree to indemnify and hold harmless Kinloch and its directors, officers, employees and agents against any claim, loss, liability, cost or expense, including reasonable legal fees, arising from your breach of these Terms, your misuse of the Platform, your provision of false or misleading information, or your resale or unlawful distribution of products purchased through the Platform.

29. Suspension and termination

Close your account at any time by writing to support@kinloch.med. Closing your account ends your Registration with Kinloch; the records the Cannabis Regulations require us to keep are retained under Section 9.7. Kinloch may suspend or terminate your access where you breach these Terms, where the Cannabis Regulations require refusal or cancellation, where your Authorization expires or is revoked, where we reasonably suspect fraud, diversion or resale, or where Kinloch ceases to operate the Platform. Where we can lawfully explain a suspension, we tell you the reason and how it can be resolved. Sections 18, 20, 22, 26, 27, 28, 31, 32 and 33 survive termination.

30. Changes to these Terms

Kinloch updates these Terms from time to time. The current version and its effective date sit at kinloch.med/terms. Where a change materially affects your rights, we give you at least 30 days' notice by email or through your dashboard before it takes effect. Continuing to use the Platform after that date confirms the updated Terms. The version in effect when you place an order governs that order.

31. Governing law

These Terms, and any dispute arising out of or relating to them or to your use of the Platform, are governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta. You and Kinloch attorn to the jurisdiction of the courts of Alberta, sitting at Calgary. Where consumer protection legislation in your own province preserves your right to bring a claim there, that right stands. The United Nations Convention on Contracts for the International Sale of Goods has no application to these Terms.

32. Resolving a complaint or a dispute

Please write to us first at support@kinloch.med, or call our customer care line. Most matters resolve quickly and directly. We acknowledge a complaint within two business days and aim to resolve it within ten. Where a matter remains unresolved, you and Kinloch agree to consider mediation at Calgary, Alberta before starting proceedings. This paragraph preserves every right you hold under Alberta consumer protection legislation, including the right to bring a claim in a court of competent jurisdiction.

33. General

- Entire agreement. These Terms, the Privacy Policy and Part B form the entire agreement between you and Kinloch regarding the Platform, and supersede prior communications on the subject.
- Severability. Where a provision is held unenforceable, it is modified to the minimum extent necessary or severed, and the balance of these Terms stays in force.
- Waiver. A right under these Terms remains enforceable even where Kinloch delays enforcing it. A waiver takes effect only where it is given in writing.
- Assignment. You may assign these Terms with Kinloch's prior written consent. Kinloch may assign them to an affiliate, or in connection with a merger, reorganisation or sale of assets, on notice to you.
- Force majeure. Kinloch's obligations are suspended to the extent performance is prevented by an event beyond its reasonable control, including natural disaster, labour disruption, carrier failure, utility or network outage, or regulatory action.
- Language. These Terms are published in English and in French. Les présentes conditions sont publiées en anglais et en français.

34. How to contact us

Kinloch Brands Ltd.	Contact details
Licensed seller	Kinloch Brands Ltd.
Health Canada licence	LIC-1ZQ52RVWH2-2026-1 — Sale for Medical Purposes (Without Possession), effective August 11, 2026 and expiring July 10, 2031
Mailing address	#37 – 5855 Mt. Lehman Road, Abbotsford, British Columbia V4X 2P7
General and account enquiries	support@kinloch.med
Returns and refunds	support@kinloch.med, or open a request from your patient dashboard
Privacy Officer	privacy@kinloch.med
Customer care line	Toll-free number published at kinloch.med/contact
Hours	09:00–17:00 Pacific Time, Monday to Friday, excluding statutory holidays
After hours	Voicemail is returned within one business day. Adverse-reaction messages are triaged on the next business day.
Website	kinloch.med

Part B — Return, Refund and Replacement Policy

This Policy forms part of the Terms and Conditions in Part A and applies to every order placed through the Platform. Capitalised terms carry the meanings given in Part A.

1. Our approach

We want every order to arrive intact, correct and on time. Where something goes wrong — a parcel damaged in transit, an item that differs from what you ordered, a product with a quality defect, or a shipment that never arrives — tell us and we will make it right with a replacement or a refund. Cannabis products are regulated goods. The Cannabis Regulations set the conditions under which a licensed seller may accept a return and issue a replacement, and those conditions shape this Policy. Kinloch accepts returns of cannabis products at its discretion, exercised consistently and in accordance with this Policy and the Regulations.

2. Start with a Return Authorization

Every return begins with a Return Authorization (“RA”). Please contact us before sending anything back, so that we can issue the RA, arrange the correct secure shipping method, and record the return properly. Our customer care team raises the request; a manager reviews and authorises it, so please allow for that step rather than expecting authorisation on the call itself. To request an RA:

- Write to support@kinloch.med, call our customer care line, or open a request from your patient dashboard.
- Include your order number, the product name and the lot number from the label, and a description of the issue.
- For damage, a defect or an incorrect item, please attach photographs of the product, the label and the outer packaging.

We respond to RA requests within two business days. Where a physical return is needed, we email you an RA number and shipping instructions.

3. Tell us within these timeframes

Situation	Tell us within
Parcel arrived damaged, or the seal was broken on arrival	7 days of delivery
Wrong item, wrong quantity, or a missing item	7 days of delivery
Product quality defect — for example mould, foreign matter, or contents inconsistent with the label	14 days of delivery
Parcel shows as delivered but did not reach you	14 days of the carrier's delivery scan
Parcel has not arrived and tracking shows no movement	15 days from dispatch
Sealed, unopened cannabis product — discretionary return request	14 days of delivery
Catalogue Products	30 days of delivery

Where a report falls outside these windows, contact us anyway. We will review the circumstances, and where the issue is one we can verify we will still look after you.

4. What we replace or refund

4.1 Damaged, defective, incorrect or short-shipped orders

Where a product arrives damaged, arrives with a quality defect, differs from what you ordered, or an item is missing from your parcel, Kinloch will — at your choice, subject to availability and to the purchase limits in Section 7:

- send a replacement of the same product at no charge; or
- refund the amount you paid for the affected item, including its share of any delivery charge. Kinloch arranges and pays for return shipping in these situations. Often we can resolve the matter from your photographs alone, and we will tell you where a physical return is unnecessary. Where a shipping issue suggests possible product damage, tampering, or a break in the chain of custody, we treat the report as a product complaint and investigate the lot as well as replacing your order.

4.2 Parcels that never arrive

Where a parcel fails to arrive, Kinloch opens a trace with the carrier. Where the parcel is confirmed lost, or the trace remains unresolved after 10 business days, we issue a replacement shipment or a full refund, including delivery charges. Please keep your registered shipping address current. Your parcel is handed to you personally. Both of our carriers deliver cannabis under their secure delivery protocols: the carrier records the recipient's name and signature at the door, and checks government- issued photo ID where the recipient appears younger than the carrier's age-check threshold. Where you would prefer to collect your parcel instead, Canada Post can hold it for pickup at a post office and Purolator at one of its shipping centres — bring government- issued photo ID, and arrange the hold with the carrier using your tracking reference.

4.3 Sealed, unopened cannabis products

Where a sealed cannabis product remains unopened and unused, in its original tamper- evident packaging, with the label, lot number and, where the product carries one, the excise stamp legible, you may request a return within 14 days of delivery. Kinloch reviews each request and accepts the return where the product's integrity and security can be confirmed. Where we accept a return of this kind we issue a refund of the purchase price, and Kinloch pays for return shipping. A cannabis product accepted back is quarantined and destroyed under Kinloch's quality procedures. It returns to inventory under no circumstances.

4.4 Where your Authorization changes

Where your NP changes your Authorization after an order has shipped, tell us. Where the product is unopened and its integrity is confirmed, we will arrange an exchange or a credit toward a product that fits your revised Authorization.

5. Products we are unable to accept back

For health, safety and regulatory reasons, the following sit outside the return paths above, except where the product is damaged, defective, or incorrectly supplied:

- cannabis products where the tamper-evident seal has been opened, or the packaging has been discarded;
- products where the label or lot number is missing or illegible, or where a required excise stamp is missing or illegible;
- products stored outside the conditions stated on the label, or where storage conditions cannot be confirmed;
- products past their stated expiry or best-before date at the time of the request;
- products obtained from any source other than the Platform; and
- gift cards, digital content, and clearance or final-sale items identified as such at the time of purchase.

6. Sending a return back safely

Where we ask you to return a product, please follow the instructions in your RA email. The Cannabis Regulations set specific requirements for returning cannabis, and a shipment above certain quantities must be packaged and shipped in a way that secures the contents and allows the parcel to be tracked.

- Use the shipping label and the method supplied with your RA.
- Pack the product in a sealed, opaque, tamper-evident outer parcel that conceals the contents and names no product.
- Write the RA number on the outside of the parcel and enclose the packing slip inside.
- Ship within 14 days of your RA being issued, and keep your tracking number.

Until it ships, please store the product securely and out of reach of children and pets.

7. Replacements and your purchase limits

A replacement shipment is issued under the Cannabis Regulations and stays within the same limits that apply to a purchase: the lesser of the equivalent of 150 grams of dried cannabis per shipment and 30 times the daily quantity stated in your Authorization — the same whichever-is-less rule that applies at checkout. Where a full replacement would exceed that limit, we discuss the options with you: a partial replacement now with the balance on your next cycle, or a refund. Replacements ship to the address recorded in your Registration and appear in your order history and in Kinloch's compliance records.

8. Refunds

- Refunds go back to the original payment method.
- Kinloch processes an approved refund within five business days of approving the request, or of receiving the returned product where a return applies. Your financial institution then takes its own time to post the credit — typically five to ten business days.
- Where a full order is refunded, delivery charges are refunded with it. Where part of an order is refunded, the delivery charge is refunded proportionately.
- Sales taxes and excise duty are refunded with the item price.
- Where a discount, promotion or credit applied to the original order, the refund reflects the amount actually paid.

9. Cancelling before dispatch

Cancel an order at any time before it is dispatched, from your dashboard or by writing to support@kinloch.med. Where your order has already been dispatched, please use the return paths above.

10. Payment holds, and money that was never taken

While your clinical review was under way, your cart total was held on your payment method rather than charged. Kinloch releases that hold, and takes nothing, where your practitioner declines to authorize, where your Registration is refused, where you withdraw before a decision, where your review closes as unresponsive under Part A Section 7.3, or where your order is refused. In each case we confirm to you that no amount was taken. A released hold can take several business days to clear from your statement, depending on your card issuer. Kinloch initiates the release at the moment the outcome is recorded. Where your review closed as unresponsive and you later reactivate it, your cart is restored and a fresh payment method is in place before your review resumes; nothing is captured before your practitioner authorizes and your order is accepted.

11. Adjusted totals

Where your practitioner authorized a lower daily quantity than your cart assumed, your cart is reduced to fit your Authorization. We show you the adjusted cart and the adjusted total, and we capture only the reduced amount once you confirm it. The balance of the hold is released. Nothing is captured before you have seen and confirmed the adjusted total. The same applies where a price has changed, or an item has become unavailable, between the moment a hold was placed and the moment of capture: we show you what changed and you choose a substitution, a credit, or a refund before anything is taken.

12. Your rights under Alberta law

This Policy operates alongside the rights Alberta law gives you, and it limits none of them. Under the Consumer Protection Act (Alberta) and the Internet Sales Contract Regulation, you may cancel an internet sales contract where:

- the required information was not disclosed to you before you entered into the contract, or you were not given an express opportunity to accept, correct or decline it — you may cancel within 7 days of receiving a copy of the contract;
- a copy of the contract did not reach you within 15 days of entering into it — you may cancel within 30 days of entering into the contract; or
- delivery has not occurred within 30 days of the delivery date specified in the contract — you may cancel at any time before delivery, subject to the Regulation.

Where you cancel on one of these grounds, Kinloch refunds all consideration paid within 15 days of the cancellation, as the Regulation requires. To cancel, send us notice at support@kinloch.med or at #37 – 5855 Mt. Lehman Road, Abbotsford, British Columbia V4X 2P7. Where a refund is due on a credit card charge and it remains outstanding, you may also request a chargeback from your card issuer under the Regulation.

13. Subscriptions

Skip, pause, change or cancel a Subscription at any time from the subscription portal or by writing to support@kinloch.med. A change made at least 48 hours before a scheduled refill applies to that refill. Where a refill has already been dispatched when you cancel, that shipment is handled under this Policy in the same way as any other order. Subscriptions carry no cancellation fee and no minimum term.

14. Recalls

Where a product you received is subject to a recall, Kinloch contacts you directly with instructions and provides a replacement or a full refund, including delivery charges, at no cost to you. Recall returns are handled outside the ordinary timeframes in this Policy, and Kinloch reports the recall to Health Canada.

15. Adverse reactions

If you experience an adverse reaction to a product, seek medical attention first — for acute symptoms, call 911 or contact your primary health care provider. Then tell us at support@kinloch.med or on our customer care line, so that we can record the report, escalate it, investigate the lot, and arrange a refund or replacement. Where clinical follow-up is appropriate, a Nurse Practitioner returns your call.

16. Where we get it wrong

Where a return, refund or replacement has been handled in a way that leaves you dissatisfied, write to support@kinloch.med and ask for the matter to be reviewed. We acknowledge within two business days and aim to resolve within ten. Part A, Section 32 sets out what follows where a matter stays unresolved.

17. Catalogue Products

Catalogue Products may be returned within 30 days of delivery, unused and in their original packaging. Write to support@kinloch.med for an RA. Where the return follows an error on our part or a defect, Kinloch pays return shipping; otherwise return shipping is paid by the customer. Refunds go to the original payment method within five business days of receipt and inspection.

18. How to reach us

Returns and refunds: support@kinloch.med, or open a request from your patient dashboard. Customer care line: toll-free number published at kinloch.med/contact, 09:00–17:00 Pacific Time, Monday to Friday, excluding statutory holidays. Kinloch Brands Ltd., #37 – 5855 Mt. Lehman Road, Abbotsford, British Columbia V4X 2P7.

Schedule 1 — Regulatory concordance

This schedule maps the provisions of these Terms to the regulatory requirements they give effect to. It is provided for Kinloch's internal review and for counsel; it forms no part of the agreement with the client.

Requirement	Source	Where addressed
Client ordinarily resident in Canada	Cannabis Regulations s.278	Part A §3.2
Registration application and medical document received before registration	s.279	Part A §§3.3, 9.1
Practitioner consent where their address is the shipping address	s.280	Part A §§9.5, 15.1
Verification of the medical document and the practitioner's standing	s.281	Part A §§8.3, 9.1
Registration document, client identifier and Consumer Information — Cannabis provided	s.282(2)	Part A §9.2
Registration expires with the medical document	s.283	Part A §9.3

Requirement	Source	Where addressed
Mandatory refusal grounds, notice of intent and opportunity to respond	s.284	Part A §9.4
Amendment of a registration	s.285	Part A §9.5
Cancellation of a registration	s.286	Part A §9.6
Sale limited to 150 g dried equivalent and 30 days of the authorized daily quantity	s.289	Part A §11; Part B §7
Shipment to the registered shipping address	s.291	Part A §15.1
Return of cannabis products accepted at the seller's discretion	s.292	Part B §§1, 4.3
Replacement of returned or lost product within the applicable limits	s.293	Part B §7
Record retention of at least two years	ss. 301–305	Part A §9.7
Promotion restrictions and age-gated content	Cannabis Act s.17	Part A §§3.1, 19
Meaningful consent, safeguards, access and correction	PIPEDA	Part A §§4, 18
Express consent and unsubscribe for commercial electronic messages	CASL	Part A §19
Pre-contract disclosure, cancellation rights and 15-day refund	Internet Sales Contract Regulation (Alta. Reg. 81/2001)	Part B §12
Accessibility conformance	WCAG 2.1 AA	Part A §24