

Kannaway Terms of Use Agreement

Important:

This terms of use agreement (agreement) governs your use of this site, which is provided by Kannaway (Kannaway). By accessing this site, you are indicating your acknowledgment and acceptance of these terms of use. These terms of use are subject to change by Kannaway at any time in its discretion. Your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these terms of use regularly.

Access to this site

YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS WEB SITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS THIS WEB SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THIS WEB SITE, NO INFORMATION OBTAINED BY THIS WEB SITE FALLS WITHIN THE CHILD ONLINE PRIVACY ACT (COPA) AND IS NOT MONITORED AS DOING SO.

1. To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If Kannaway believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time, without notice.
2. If a capital corporation submits an application to a Entrepreneur, at the request of KANNAWAY, a copy of the appropriate extract from the commercial register regarding the registration as well as the sales tax identification number are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, along with the responsible person, for the behavior of the capital corporation.
3. In the case of non-incorporated firms, a copy of the corresponding extract from the commercial register – if available – as well as the sales tax identification number, are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the managing director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, for the behavior of the non-incorporated firm.
4. Entrepreneurs may register online as Entrepreneur at KANNAWAY in order to take up their duties. When registering, Entrepreneurs are obliged to complete the sales partner application form fully and properly, including the specification of the identity card number or passport number and the sales tax identification number (or personal tax number, if they have no sales tax identification

number); and then send the application to KANNAWAY via the specified method. In addition, the Entrepreneurs accept that they are cognizant of these General Conditions regarding SalesPartners, by means of the corresponding active check mark for online registrations prior to the submission of the sales partner application, including the Compensation Plan, and accept the same as an integral part of the contract.

5. For each natural person, non-incorporated firm (e.g. GbR, OHG, KG) and capital corporation (e.g. AG, GmbH, UG, Ltd.) only one Entrepreneur application will be accepted; likewise it is prohibited for a person registered as a natural person to be additionally registered as a shareholder in a non-incorporated firm or in a corporation. An Entrepreneur may operate or have an ownership interest as a sole proprietorship in only one Kannaway business. No individual may have, operate or receive compensation from more than one Kannaway business. Individuals of the same family unit may enter into or have an interest in more than one Kannaway Business provided a family member acts as the direct sponsor of the other. A "family unit" is defined as spouses, domestic partners and dependent children living at or doing business at the same address.
6. KANNAWAY reserves the right to decline sales partner applications at its own discretion, without any justification.
7. In the event of an infringement of the obligations provided in Paragraphs (1) to (3) and (5), second sentence and (6), KANNAWAY is entitled, without prior warning, to terminate the sales partner contract without notice. In addition, KANNAWAY expressly reserves the right, in this situation of termination without notice, to assert further claims for damages.

Status of the Brand Ambassadors as an Entrepreneur

1. Brand Ambassadors act as autonomous and independent Entrepreneurs. In this respect, the parties are agreed that the Entrepreneurs will initially work on a part-time basis. They are neither employees nor trade representatives, franchisees or agents of KANNAWAY, nor does a joint venture exist. There are no sales targets, acceptance or other operational obligations. The Entrepreneurs are not subject to any instructions by KANNAWAY except for the contractual obligations, and bear the full entrepreneurial risk in their business activities including the obligation to pay all their business costs. The Entrepreneurs must establish and run their operation – to the extent necessary – as a prudent businessman would, also including – to the extent necessary – the operation of their own office premises or of a workspace as a prudent businessman would have.
2. The Entrepreneur, as self-employed entrepreneurs, are responsible for compliance with the relevant statutory provisions, including tax and social security law requirements (e.g. obtaining a sales tax identification number, registration of employees in with the social security institutions, and the obtention of trading license, if necessary), as well as for the obtention of any necessary insurance coverage. To this extent, the Entrepreneurs shall ensure that all commission income earned in the context of their work is properly taxed at the location of their headquarters. KANNAWAY reserves the right to deduct from the agreed commission the respective amount for tax and charges, or to demand damages or reimbursement of expenses it incurs due to a breach of the above requirements, unless the Entrepreneurs are not responsible for the damage or expense. KANNAWAY will pay no social security contributions for the Entrepreneurs.

Use of the Back Office and Landing Page / License and Maintenance Fees

1. The Entrepreneurs purchase, upon registration with KANNAWAY and for the duration of the contract, a right to use the following items provided to them: back office, landing page, a right to use the training and support tools provided, as well as administrative support. The right of use is a simple, non-transferable right to use, related to the aforementioned concrete services; the Entrepreneurs have no right to change, edit or otherwise transform the aforementioned services, nor to grant sublicenses. Content offered may only be used for the purpose of this contract and may not be passed on to third parties without permission.
2. For the use, maintenance, management and support of the in services stated in (1), KANNAWAY charges an annual fee for usage, maintenance, updating and service (hereinafter: Entrepreneur Fee) in accordance with the provisions of the respectively valid price list, to be paid in advance each year, and for the first time after the conclusion of the sales partner contract.

Obligations of the Entrepreneurs

1. The Entrepreneurs are obliged to protect their personal passwords and login IDs against access by third parties. The Entrepreneurs are furthermore obliged to immediately notify KANNAWAY of any changes to their personal or contractual conditions, and of changes to their personal or other data by sending such notification to the email address given in Section 1 or – as far as possible – to undertake such changes themselves using the back office.
2. The Entrepreneurs are prohibited in their work from contravening food, cosmetics, pharmaceutical, narcotics, competition or other laws, from hindering, degrading or reducing or defaming KANNAWAY's rights, or those of its Entrepreneurs, affiliated corporations, customers or other third parties and corporations, or from otherwise violating any applicable law. Furthermore, there is a ban on unauthorized phone advertising, including so-called cold calls; and a ban on the sending of unsolicited advertising emails, advertising faxes, advertising SMS messages (spam), or other electronic advertising messages e.g. via social media services.
3. Special Advertising Guidelines
 - a. At no point and on no form of advertising may Entrepreneurs give information as to their level of income or the earning opportunities at KANNAWAY. In fact there is a constant obligation to expressly inform Entrepreneurs within the framework of preparatory discussions that very few Entrepreneurs receive a large income from their activity for KANNAWAY and that the achievement of an income is only possible through very intensive and continuous work.
 - b. Sales and marketing activities must not feign any commissions known as per-capita premiums or other commissions in connection with the mere recruitment of a new Entrepreneur, or otherwise perform acts that give the impression that the advertised sales system is an unlawful sales system, namely an illegal, progressive snowball system or pyramid scheme or an otherwise fraudulent sales system.
 - c. Sales and marketing activities must not be directly aimed at minors or persons inexperienced in business, and must in no way exploit their age, illness or limited discernment in order to provoke consumers into concluding a contract. In the case of contact with socially weak or foreign-speaking population groups, the Entrepreneurs will take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups placing orders which do not correspond to their circumstances.

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UPDATED: AUGUST 16, 2021

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- d. No sales and marketing activities may be performed which are inappropriate, illegal or insecure, or which exert unacceptable pressure on selected consumers.
 - e. Entrepreneurs may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results references or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and they are accurate and are not obsolete. Letters of recommendation, tests and personal references must also always be used within the context of the intended purpose
 - f. The consumer is not to be provoked into the purchase of Goods by dubious and/or misleading promises, nor by promises of special benefits, if these benefits are based on future, uncertain successes. The Entrepreneurs will refrain from anything that could cause the consumer to buy the offered product only in order to do the supplier a personal favor, to terminate an unwanted conversation or to enjoy an advantage which is not the subject of the offer, or to show appreciation for the allocation of an advantage of this type.
 - g. The Entrepreneurs must not claim that the Compensation Plan or the Goods have been approved, accredited or supported by KANNAWAY or by a public authority, or that they have been classified as legally compliant by a law firm.
 - h. Within the context of the advertising, sale or otherwise in connection with an activity for KANNAWAY, no healing or health claims may be made, nor may the Goods be advertised as medicinal products or narcotics.
4. The use, manufacture and distribution of own websites, sales documents, own product brochures or other self-created media and advertising means, as well as the modification of the replicated website/ landing page provided for the Entrepreneurs is expressly not permitted. The goods and sales opportunities may only be advertised on their own websites and a goods order and / or registration by Entrepreneurs is only permitted on the replicated website / landing page provided, but which can be linked to the Entrepreneurs own websites. In the event that the Entrepreneurs advertise the KANNAWAY Goods on other Internet media, such as social networks (e.g. Facebook or Instagram), online blogs, chat rooms (e.g. Whatsapp or Snapchat) or on other social media services (direct sale via these methods is not permitted), only the official KANNAWAY advertising statements, banners, items, graphics or the other content from the KANNAWAY ; may be used. It is prohibited for such advertising to be done anonymously or under a false name; the Entrepreneurs are obliged to specify their full name and to expressly emphasize that they are independent sales partners of KANNAWAY. Blog posts must always have a direct reference to the blog themes. It is not allowed, in the implementation of advertising activities on social media, to use blog spamming, spamdexing or comparable dissemination techniques. Furthermore, the further requirements and obligations of these General Conditions regarding Sales Partners and other applicable law are also to be observed in the area of social media.
 5. The KANNAWAY Goods may be presented and sold by the Entrepreneurs within the framework of the applicable law in a revocable manner, in the course of one-to-one and large group meetings, at home parties, online home parties, online network events and/or at online conferences. The KANNAWAY Goods must not be offered for sale at other sales locations, e.g. eBay, Facebook, Amazon, TV sales shows, via telemarketing, teletext marketing or via similar sales channels.
 6. The Entrepreneurs are forbidden at all times from selling or otherwise distributing their own marketing and/or sales documents to other KANNAWAY Entrepreneurs. Entrepreneurs are also prohibited from recruiting customers at KANNAWAY events. Only the distribution of business cards is permitted.
 7. Although the KANNAWAY Goods may also be presented by the Entrepreneurs at trade fairs and exhibitions, they may only be sold following written consent.

8. The Entrepreneurs are not allowed to reply to press inquiries about KANNAWAY, their goods, the KANNAWAY Compensation Plan or KANNAWAY other services. The Entrepreneurs are obliged to notify KANNAWAY of all press inquiries immediately, by forwarding such notice to the email address given in Section 1. Customer inquiries or complaints of any kind regarding the products, the service or the remuneration system are also to be immediately forwarded to the email address under Section 1.

Restrictions on Use

You may use this site for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without Kannaway's express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of Kannaway. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Kannaway in causing any unauthorized co-branding, framing or hyperlinking immediately to cease.

Proprietary Information

The material and content (hereinafter referred to as the "Content") accessible from this site, and any other World Wide Web site owned, operated, licensed, or controlled by Kannaway is the proprietary information of Kannaway or the party that provided the Content to Kannaway, and Kannaway or the party that provided the Content to Kannaway retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Kannaway, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates Kannaway's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

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This site may be hyperlinked to other sites which are not maintained by, or related to, Kannaway. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this site or Kannaway. Kannaway has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the user's own risk, and Kannaway makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by Kannaway of that site.

Submissions

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rate any Submission in other works in any form, media, or technology now known or later developed. Kannaway will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future company operations.

Kannaway will treat any personal information that you submit through this site in accordance with its Privacy Policy as set forth on this site.

Disclaimer

You understand that Kannaway cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Kannaway does not assume any responsibility or risk for your use of the Internet.

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All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and Kannaway does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

Limitation on Liability

KANNAWAY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF KANNAWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO KANNAWAY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

You will indemnify and hold the Kannaway, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the “Indemnified Parties”) harmless from any breach of this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

Trademarks

Trademarks, service marks, and logos appearing in this site are the property of Kannaway or the party that provided the trademarks, service marks, and logos to Kannaway. Kannaway and any party that provided trademarks, service marks, and logos to Kannaway retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

1. The Entrepreneurs may not, in the course of trade, give the impression that they are acting by order or in the name of KANNAWAY. They are instead obliged to present themselves as “independent KANNAWAY Entrepreneurs” Internet homepages, social media sites or other social media activities, headed paper, calling cards, vehicle labelling and ads, advertising materials and the like must include the addition “ independent KANNAWAY Entrepreneur” and may not exceed the above wording by the inclusion of the KANNAWAY distinguishing marks and/or trademarks, work titles, business names or other KANNAWAY distinguishing marks. The Entrepreneurs are also prohibited from the following in the name of KANNAWAY or in the interests or on behalf of the corporation: applying for loans, incurring expenditure, entering into commitments, opening bank accounts, concluding other contracts or otherwise making binding declarations or receiving money. The Entrepreneurs will not be granted an authority to collect, nor a power of attorney to represent KANNAWAY vis-à-vis third parties. Nor are the Entrepreneurs responsible for the fulfillment of debts from a brokered business transaction.
2. The Entrepreneurs are not entitled, in the course of trade, to refer to trademarks of competing corporations negatively disparagingly or otherwise unlawfully, or to adjudge other corporations negatively or disparagingly, or to give negative, disparaging or otherwise unlawful assessments by way of headhunting the Entrepreneurs of other corporations.
3. KANNAWAY’s distinguishing marks and/or trademarks, work titles and business names or other KANNAWAY distinguishing marks may only be used within the framework of the contractual right of use This also applies to the registration of Internet domains, the use of the KANNAWAY distinguishing marks and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks in an identical or similar, full or partial form and whose registration is not permitted without the prior written permission of KANNAWAY. KANNAWAY may require that internet domains using the name KANNAWAY and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks and whose use has not been consented to in writing by KANNAWAY, be deleted and/or transferred to KANNAWAY. Only the pure acquisition costs (costs charged by the provider for the acquisition) for the domain (but not a payment for the value of the domain), will be assumed by KANNAWAY in the case of acquisition. Also forbidden is the registration of own trademarks, work titles or other protection rights which contain a KANNAWAY brand, product description, work title or business name registered in another country/region. The aforementioned prohibition applies both for identical or similar signs or Goods.
4. At the end of the contract, the Entrepreneurs have no further right to commission, and no further permission to act for KANNAWAY or to identify themselves as Entrepreneurs, nor may they continue

to use trademarks or other distinguishing marks or protected rights, works of copyright or domains that contain a trademark or other distinguishing marks of KANNAWAY, after the end of the contract. The inapplicability of claims for commission does not hold for contracts already successfully brokered at this point in time, which continue unaffected. Furthermore, the Entrepreneurs are not entitled, after the end of the contract, to assert sales agent indemnification payment claims or any other claims for compensation, as the Entrepreneurs, in accordance with the provisions of Section 4(1), are not sales agents within the meaning of the commercial code.

Prohibition of competition / Headhunting / Sale of Third-Party Services

1. A Kannaway Entrepreneur shall not participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing Activities"), during the time an individual is a Kannaway Entrepreneur.
2. A Kannaway Entrepreneur shall not engage in any business which is competitive with Kannaway in any manner during the time an individual is a Kannaway Entrepreneur.
3. A Kannaway Entrepreneur shall not display Kannaway products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Entrepreneur into believing there is a relationship between the Kannaway and non-Kannaway products or services.
4. The Entrepreneurs are also prohibited from headhunting KANNAWAY Brand Ambassadors during their contractual work, with a view to such Entrepreneurs then selling other products and/or operating for other corporations.
5. The Entrepreneurs are also prohibited, by the conclusion of a sales partner contract, from breaching other Entrepreneurs or any other sales contracts they have concluded with other corporations, and whose clauses still have effect.

Nondisclosure

The Entrepreneurs must maintain absolute secrecy as to the business and trade secrets of KANNAWAY and its structure. The term business and trade secrets includes in particular information on the downline activities, as well as the downline-(genealogy)_activity report and the information contained therein, the Entrepreneur, customer and sales-partner data, as well as information on KANNAWAY's business relationships and those of its associated corporations and of other providers and suppliers. This obligation shall continue even after the termination of the sales partner contract.

Line Protection / Bonus manipulation / Unauthorized use credit cards/ No Territorial Protection

1. Those active Entrepreneurs who obtain new Entrepreneurs for the sale of KANNAWAY products shall assign the new Entrepreneurs to its structure in accordance with the provisions of the Compensation Plan and the placement preferences given therein (sales partner protection), whereby the date and time of receipt of the registration application from the new Entrepreneurs is deemed to be decisive in terms of the allocation. The possibility of changing the "set position" of a directly or indirectly sponsored partner is not possible. Likewise a retrospective change of sponsor is not possible. If, however, KANNAWAY has erroneously deployed an incorrect sponsor during registration, an

application for a change of sponsor in this case is only possible within 45 days after registration.

2. KANNAWAY is entitled to delete from its system all personal data, including the email address of sponsored Entrepreneurs, if advertising, correspondence or emails are returned with the “address unknown”, “deceased”, “rejected”, “unknown”, etc. and the newly recruited Entrepreneurs or the sponsor does not correct the incorrect data of the newly recruited Entrepreneurs within a reasonable period of 14 days. Insofar as KANNAWAY incurs costs due to undeliverable advertising materials and parcels sent, it is entitled to recover such costs, except if the mistaken delivery occurred through no fault.
3. Furthermore, crossline sponsoring and attempts to perform this within the corporation is prohibited. Crossline sponsoring means the acquisition of a natural or legal person or a non-incorporated firm that is already an Entrepreneur at KANNAWAY in another sales line, or who has had a sales partner contract within the last 6 months. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision.
4. Bonus manipulations are prohibited. These include in particular the sponsoring of Entrepreneurs, who do not in fact exercise KANNAWAY business (so-called “straw men” or persons that do not exist, as well as overt or disguised multiple registrations, insofar as this is prohibited. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision. It is also forbidden to provoke third parties into the disposal or purchase of Goods in order to achieve a better position in terms of the Compensation Plan, to manipulate the group bonus or to otherwise undertake bonus manipulation.
5. Likewise, the use of credit cards to purchase Goods or other services is prohibited, where they are not in the name of an Entrepreneur.
6. The Entrepreneurs are not entitled to territorial protection.

Information You Provide

You may not post, send, submit, publish, or transmit in connection with this site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone’s copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to

type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;

- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above
- All information on the goods needs to be comprehensive and reflect the truth. The Entrepreneurs are prohibited from making misleading statements or false promises in any form regarding the goods, whereby in particular no healing or health claims may be made, nor that the goods may be sold as medicinal products or narcotics.
- The Entrepreneurs may make no claims about goods, their prices or contractual terms, insofar as such claims have not been officially approved by KANNAWAY.
- Entrepreneurs may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and there is an accurate and complete citation, whereby no outdated or otherwise obsolete documents may be used. Studies, letters of recommendation, tests and personal references must also always be used within the context of the intended purpose.
- The Entrepreneurs may make no reference to their remuneration or the potential remuneration of other Entrepreneurs. Furthermore, the Entrepreneurs may guarantee no remuneration or otherwise foment expectations.
- Entrepreneurs must take into consideration a person's lack of business experience and must not in any way exploit their age, illness or limited capacity for discernment to provoke them into the conclusion of a contract, nor can minors be used in any activity for KANNAWAY.
- In the case of contact with or foreign-speaking population groups, the Entrepreneurs must take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups to place orders which do not correspond to their circumstances.

Although under no obligation to do so, Kannaway reserves the right to monitor use of this site to determine compliance with this Agreement as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company, nor any third party that provides Content to Company, will assume or have any liability for any action or inaction by Kannaway or such third party with respect to any submission.

All of KANNAWAY's presentation, advertising, training and film materials, product labels etc. (including the photographs), including the use of replicated websites / landing page as provided, are protected by copyright. They are not permitted to copy, distribute, make publicly accessible or edit [such materials, etc.] beyond the right of use contractually granted to the Entrepreneurs, either as a whole or using excerpts.

Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Kannaway will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Kannaway considers insecure, Kannaway will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Kannaway reserves the

right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

Kannaway reserves the right to investigate suspected violations of these Terms of Use.

Kannaway reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Kannaway to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS KANNAWAY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KANNAWAY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [KANNAWAY] OR LAW ENFORCEMENT AUTHORITIES.

Miscellaneous

This Agreement will be governed and interpreted pursuant to the laws of Netherland, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Netherland in connection with any dispute between you and Kannaway arising out of this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Kannaway may revise the terms of this Agreement at any time by updating this posting.

Applicable Law/Jurisdiction

1. Mandatory regulations of the state in which the Entrepreneurs have their habitual residence remain unaffected.
2. If the Entrepreneur is a merchant, a legal person under public law or a special fund under public law, or has no general place of jurisdiction in Germany or, after conclusion of the contract, moves its residence abroad, or his/her/its place of residence at the time the lawsuit is brought is not known, then the place of jurisdiction and place of performance is the headquarters of KANNAWAY (Germany).

Final provisions

1. 1. KANNAWAY is entitled to amend the General Conditions regarding Sales Partners at any time. KANNAWAY will announce amendments with reasonable notice. The Entrepreneurs have the right to object to the amendment. In the event of an objection, the Entrepreneurs are entitled to terminate the contract at the time of entry into force of the amendment. If they do not terminate the contract within four weeks after the date of entry into force of the amendment, the Entrepreneurs are expressly deemed to have accepted the amendment.
2. Amendments or additions to these General Conditions regarding Sales Partners must otherwise be given in writing. This also applies for the revocation of the written-form requirement.

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3. If these General Conditions regarding Sales Partners are translated into any other language, and there are contradictions in any provision between the German and the translated versions of the General Conditions regarding Sales Partners, the German version shall always prevail.
4. In the case of invalidity or incompleteness of a clause of these General Conditions regarding Sales Partners, this shall not render the entire contract ineffective. Rather, the ineffective clause shall be replaced by one that is effective and which comes closest to the meaning of the invalid provision in an economic sense. The same is for the closure any loopholes in the provisions in need of closure.
5. Any request from a Entrepreneur for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of 1 € EUR per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.