

# **Kannaway**

## **Terms of Use Agreement**

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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.

### **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.

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

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### **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**

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## **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.

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.

## **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 California, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in California 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 the exclusive venue for any dispute between the parties arising out of or relating to this Agreement or pertaining to the subject matter of this Agreement will be in the state and federal courts in California. 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.