

## **Terms of use including privacy policy for preferred customers**

### **I. Terms of use**

(1) The following terms of use are a component of the usage agreement for the Internet platform belonging to Kannaway Europe sp. Z o.o., Przemysłowa 6, 05-092 Blizne Laszczyńskiego, Poland, represented by Managing Director Jakub Duda, based at the same address (hereinafter referred to as 'KANNAWAY'), concluded with the Customer.

(2) KANNAWAY has an Internet platform on which it offers its customers high-value, decorative and nurturing cosmetics, foods, food supplements and lifestyle products (hereinafter 'goods') for sale as well as information about the goods. KANNAWAY's Internet platform additionally offers the opportunity for businesses to apply to become Brand Ambassadors in order to sell these goods.

### **1. Usage requirements and obligations**

(1) Before the Internet platform can be used and goods ordered as a customer or Brand Ambassador, it is a requirement to first register with KANNAWAY. Registering for and using the Internet platform is free when you are a customer. Should you be registering with KANNAWAY as a Brand Ambassador, a separate registration subject to the General Terms and Conditions for Sales Partners is required.

(2) KANNAWAY reserves the right to reject registration applications as it sees fit without giving a reason. To register, complete the electronic registration form available on the KANNAWAY Internet platform and send it in electronically using the method specified by KANNAWAY. You must provide the data required for registration in full and truthfully. By registering you will receive a personal user name and password. This user name may not violate third-party rights, other name/trademark rights, other applicable laws or common decency. You are required to keep this password confidential and under no circumstances are you to share it with third parties.

(3) Should your personal information change, you yourself are responsible for updating the records we hold. You can notify us of any changes by emailing [support@kannaway.com](mailto:support@kannaway.com).

(4) You are required to notify KANNAWAY immediately of any instance of third parties gaining knowledge of your password and of any instance of misuse of your online account.

(5) When using KANNAWAY's Internet offering, you are prohibited from violating third-party rights, harassing third parties or contravening applicable laws or common decency. You are required to refrain from the following activities in particular:

- spreading statements with content that is offensive, harassment, violent, glorification of violence, inflammatory, sexist, obscene, pornographic, racist, morally reprehensible or objectionable or forbidden in any other way

- insulting, harassing, threatening, frightening, slandering or humiliating other customers, employees or Brand Ambassadors of KANNAWAY
- spying out, forwarding or spreading personal or confidential information belonging to other customers, Brand Ambassadors or employees of KANNAWAY or failing to observe the privacy of other customers, employees or Brand Ambassadors of KANNAWAY in any other way
- spreading untrue claims about the race, religion, gender, sexual orientation, ethnicity or social status of other customers, employees or Brand Ambassadors of KANNAWAY
- spying out, forwarding or spreading confidential information belonging to KANNAWAY
- spreading untrue claims about KANNAWAY
- pretending to be an employee of KANNAWAY, a company affiliated with or partner of KANNAWAY
- using copyrighted images, photographs, graphics, videos, pieces of music, sounds, text, brands, titles, names, software or other content or markings without the permission of the legal owner or that provided through relevant legislation or regulations
- spreading statements with content that constitutes advertisement or is religious or political
- using prohibited or illegal content
- taking advantage of programming errors (bugs)
- performing actions that could lead to a server overload
- hacking or cracking, or facilitating or encouraging hacking or cracking
- spreading pirated software, or facilitating or encouraging the spread of pirated software
- uploading files containing viruses, trojans, worms or corrupt data
- using or spreading 'auto 'software programs, macros or other cheat utilities
- modifying the service or parts of it
- using software that enables data mining
- disrupting data connections to and from the service and website servers
- infiltrating the service or website servers

(6) KANNAWAY makes reference to its right to decide who is able to use its Internet offering and explicitly reserves the right to immediately block online accounts in instances of violation of any of the obligations listed in (5) or of applicable laws during usage.

## 2. Disclaimer for content, links and downloads/liability in general

(1) The information in KANNAWAY's Internet offering is prepared with the greatest care and updated regularly. In spite of this, KANNAWAY does not accept liability for information being complete or suitable for certain purposes. You use the content made available on the websites at your own risk. KANNAWAY's liability arising from or in conjunction with usage of the website is, irrespective of the legal basis and subject to a differing contract provision, limited to the damages caused by KANNAWAY, its employees, agents or contractors intentionally, through gross negligence or through minor negligence when violating core contract obligations.

(2) Where KANNAWAY makes computer programs (software) available in its Internet offering, you use this software at your own risk. KANNAWAY is not liable for damages resulting from the installation and/or usage of software from the downloads area, provided this exclusion is legally permissible. Despite up-to-date virus scanning, liability for damages and losses experienced as a result of computer viruses is ruled out to the extent permitted by statutory regulations.

(3) KANNAWAY is only liable for other damages arising from the violation of life, body or health where they are the result of the intentional or grossly negligent behaviour or the culpable violation of a core contract obligation (e.g. delivery to preferred customers) by KANNAWAY, its employees or its agents. This also applies to damages arising from the violation of obligations during contract negotiations as well as from prohibited behaviour. Liability for damages beyond the extent described here is ruled out.

(4) Except in cases of violation of life, body or health or of intentional or grossly negligent conduct by KANNAWAY, its employees or its agents, liability is limited to the damages that can typically be foreseen at the time of concluding the contract and also limited to the amount for ordinary damages typical for the contract. This also applies to direct losses, including lost profit.

(5) KANNAWAY is not liable for damages of any kind resulting from the loss of data on computer servers, except in cases of grossly negligent or intentional actions carried out by KANNAWAY, its employees or its agents. KANNAWAY considers stored content belonging to preferred customers as foreign information for the purposes of the TMG (*Telemediengesetz*, Telemedia Act). Links are provided in KANNAWAY's Internet offering. At the time each link is initially added, the content to which the user is directed is assessed for its legality. KANNAWAY is not responsible for external content accessible via links. Should KANNAWAY observe or receive information that an offering accessible via a link contains illegal content, that link will be removed.

(6) The provisions of the ProdHaftG (*Produkthaftungsgesetz*, Product Liability Act) remain unaffected by these terms of use.

## 3. Copyrights and trademark rights

KANNAWAY is the legal owner of all works of authorship used in the Internet offering (e.g. texts, photographs, graphics and films) and trademarks. Third parties are prohibited from using any work of authorship, trademark or other marking without permission.

## II. Privacy policy

At KANNAWAY, we take the protection of your privacy and security of your data very seriously. We would like to use this statement to inform you about the data we collect, what we use it for and how we protect it.

### 1. General information about data protection and why data is stored

What data do we collect?

We only collect and use personal data transmitted to us voluntarily, only to the extent required and in line with the following:

- **Ordering**  
When you register or place an order through KANNAWAY, we collect from you the data required to process your registration and/or order, including payment. This data includes your name, address, email address ('contact data') and, for orders, your order and account data ('order data').
- **Contact**  
You can send us enquiries of a general nature through the Contact form. In order to process and respond to these enquiries, we collect the contact data conveyed by you on the Contact form. After taking care of your enquiry we delete this data.
- **Connection information**  
Usage data created when connecting to the Internet, e.g. static or dynamic IP addresses, is collected when you use the KANNAWAY Internet offering. We use the usage data created only to prevent abuse and faults and to optimise our offering, and we do so in accordance with statutory requirements.

Whom is my data forwarded to?

If you register or place an order through KANNAWAY, your booking data is forwarded to our internal orders division as well as the courier charged with delivery in order to carry out your order. The courier must also comply with applicable privacy regulations. Moreover, data is forwarded to our internal customer services division so as to provide optimal assistance in the event of a complaint.

No personal data communicated to KANNAWAY is made accessible to third parties beyond the extent described in this privacy policy without your special permission, unless we must make it accessible on account of statutory or official requirements.

You explicitly provide the following, revocable consent to KANNAWAY as part of your registration by way of this special, explicit declaration:

### **Declaration of consent**

1. KANNAWAY offers its customers comprehensive advice and service in the areas of cosmetics, food, food supplements and lifestyle products. So that KANNAWAY can offer this advice on all issues relating to cosmetics, food, food supplements and lifestyle products, including beyond the scope of the relevant contract made, I agree to KANNAWAY using the required personal data for advertising purposes.

**2. The following data is used:**

- Personal details (name, address, telephone number or email address)
- Information regarding previous purchases

**The above declaration of consent is voluntary and can be revoked at any time with future effect without any impact on the existing commercial relationship. You can address your withdrawal of consent to: [support@kannaway.com](mailto:support@kannaway.com) or in writing at Kannaway Europe sp. z o.o., Przemysłowa 6, 05-092 Blizne Laszczyńskiego, Poland.**

**2. Information about data security**

How secure is the transmission of data to KANNAWAY?

All data that you provide to KANNAWAY is encrypted and transmitted using the SSL (Secure Sockets Layer) protocol. SSL is a tested encryption system used worldwide that your browser employs to automatically encrypt your data before sending it to us.

How secure is my data in the KANNAWAY database?

KANNAWAY has high security standards in place for its database and Internet servers so that it can ensure that you have effective protection against the loss, misuse, unauthorised access, disclosure, modification and erasure of your data.

**3. Cookies**

KANNAWAY uses cookies so that it can make your usage of its Internet offering, for purchases or otherwise, as pleasant as possible.

What are cookies?

Cookies are text files that are saved on the user's computer when visiting a website.

KANNAWAY makes use of session cookies and permanent cookies.

a) Session cookies are deleted once you close your browser. These allow you to, for example, easily and comfortably view your shopping basket across different pages and see how many items are currently in your basket and the total current purchase amount.

Furthermore, if you are a Brand Ambassador, you can, for example, register your Brand Ambassador status more quickly without any time delay.

b) Permanent cookies enable us to make the usage of our Internet offering user-friendly and efficient as well as secure. These files allow us to, for example, display on our website information that is specially tailored to your interests. The exclusive purpose of these cookies is therefore to adapt our offering as closely as possible to the desires of our customers and make your visit of our site as convenient as possible.

You can of course set up your browser so that it does not store our cookies on your hard drive.

c) We also use an analysis cookie. The software leaves a cookie on your system containing an automatically generated, unique identifier. At no time can a natural person be inferred from this cookie.

#### 4. Questions

By writing to the email address

[support@kannaway.com](mailto:support@kannaway.com)

You can at any time get information regarding the data about you that we have saved. You have the right to have this (incorrect) data corrected, deleted or blocked (objection). Deleting personal data may, however, result in the breach of contractual and/or statutory requirements, particularly when it comes to making deliveries and payments.

#### **Opening hours**

Monday to Friday 9 a.m –5 p.m.

#### **Postal address**

Kannaway Europe sp. Z o.o.,  
Przemysłowa 6,  
05-092 Blizne Laszczyńskiego  
Poland

Terms of use effective as of 13.11.2017