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By using the Site, you agree to provide true, accurate, non-misleading information about yourself in the checkout forms, and agree to update any changes to this information as soon as possible. (For details on how your information is used and protected, please see our Privacy Policy page.) If we have reasonable grounds to suspect this information is false, inaccurate, or misleading, we may terminate your account and bar all current and future use of the Site. We reserve the right to bar or suspend, solely at our discretion, your access to the Site without notice. You agree that we shall not be liable to you or any third party for termination of your access to the Site.

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THEIR MENUS TO DETERMINE WHETHER THEY ARE QUALIFIED OR AUTHORIZED BY LAW TO PROVIDE THEIR SERVICES OR TO DETERMINE THE ACCURACY OF THEIR MENUS OR OTHER INFORMATION THEY PROVIDE.

FRAZZLE DOES NOT OFFER MEDICAL ADVICE. ANY INFORMATION ACCESSED THROUGH THE SITE AND SERVICES, OR WITHIN ANY OF OR FRAZZLE'S SOCIAL CHANNELS IS MEDIA PAGES INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, IS NOT INTENDED TO BE A SUBSITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND IS NOT INTENDED TO COVER ALL POSSIBLE USES, ADVERSE DIRECTIONS. PRECAUTIONS, OR EFFECTS. INFORMATION INCLUDES WITHOUT LIMITATION, THIRD PARTY MATERIALS, USER CONTENT AND FRAZZLE-GENERATED CONTENT **USER** CONTENT (E.G., FROM STRAIN HIGHLIGHTS. ATTRIBUTES, AND OTHER DATA). THE INFORMATION ON THE SITE AND SERVICES AND PROVIDED VIA FRAZZLE'S SOCIAL MEDIA PAGES AND CHANNELS SHOULD NOT BE USED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. ALWAYS CONSULT YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE, SERVICES, OR ON FRAZZLE'S SOCIAL MEDIA PAGES AND CHANNELS.

THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY SHALL NOT LIMIT THE MORE GENERAL DISCLAIMERS AND LIMITATIONS ON LIABILITY ELSEWHERE IN THIS AGREEMENT.

2. Content.

"Content" used within this Agreement means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as ratings, reviews, check-ins, messages, and information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site.

A. Responsibility for Your content

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by FRAZZLE.

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The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Content, or goods and services sold on www.frazzle.co; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Content or the goods or services sold on the Services; (c) you shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Content or the goods or services sold on the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future

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D. Other Users

Each user of the Site or Services is solely responsible for any and all of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Site or Service users (including Dispensaries) are solely between you and such user. You agree that FRAZZLE will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site or Service user, we are under no obligation to become involved.

E. Release

You hereby release and forever discharge FRAZZLE (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish your rights with respect to, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site or Service users or Third Party Materials. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3. No Warranty.

THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO OUR SITES OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM ANY SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY AND NONINFRINGEMENT. WE DO NOT WARRANT

THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION).

4. Limitations of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, ANY SITE, CONTENT OR PRODUCTS OR SERVICES SOLD ON THE SITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

5. Reporting Copyright Violations. Pursuant to the Digital Millennium Copyright Act ("DMCA") of 1998, 17 U.S.C. 512(c)(2), FRAZZLE has a DMCA Registered Agent for notice of alleged DMCA copyright infringement. You may contact FRAZZLE's DMCA Registered Agent at email address frazzlemedia@gmail.com or by mail to:

14205 S.E. 36th Street, Suite 100 Bellevue, Washington 9800

To file a notice of infringement with FRAZZLE, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the United States Copyright Office website, located at http://www.copyright.gov.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- **6. Electronic Communications.** When you use www.frazzle.co, or send messages or emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 7. Inappropriate Use and Access. a. You may not use the Website or Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability or otherwise violate any law.b. You may not use the Website or Services to send spam or any unsolicited email advertisements to any user of the Website, or to the Website itself, through Voice computer systems. c. You may not take any action that imposes or may impose an unreasonable or disproportionately large load on FRAZZLE's network infrastructure, as determined by FRAZZLE in its sole discretion. d. You may not interfere or attempt to interfere with the proper working of the Website or any Services. e. You may not bypass any measures FRAZZLE may use to prevent or restrict access to the Website, Content, or Services. f. You may not link from any other website to this Website in any

manner such that this Website, or any Content, is "framed" or surrounded by any other content, materials, or branding.

WE MAY TERMINATE YOUR FURTHER ACCESS TO SITES OR CHANGE THE SITES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- **8. Links.** The Website may contain links to other websites ("Linked Sites") operated by parties other than FRAZZLE. FRAZZLE has not reviewed the Linked Sites and does not monitor or control them. These links are provided for your reference only and FRAZZLE is not responsible for the content of any off-site pages or other Linked Sites. FRAZZLE's inclusion of links to Linked Sites does not imply any endorsement of the material on the Linked Sites or any association with their operators. Additionally, FRAZZLE and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.
- **9. Privacy.** Your privacy is important to us. When you visit www.frazzle.co, we do not collect any personally identifiable information about you unless you specifically provide it to us. Please see FRAZZLE's Privacy Policy for more information.
- **10. Termination.** We may block, suspend, or terminate your use of the Website, Content, or Services at any time for any reason. Reasons we might do so include, but are not limited to, the following: a. your breach of this Agreement; b. FRAZZLE is unable to verify or authenticate any information you provide to us; or c. FRAZZLE believes that your actions could cause financial loss or legal liability to FRAZZLE or other users of the Website; and d. routine network maintenance affecting all users.
- 11. Changes to this Agreement. We retain the right to revise this Agreement, in whole or in part, at any time. Your use of the Website or any Content or Services after any particular revision of this Agreement will constitute your acceptance of the revised Agreement.
- **12. Jurisdictional Issues.** The Website is controlled and operated by FRAZZLE from its principal office in Broward County, Florida, U.S.A., and is not intended to subject FRAZZLE to the laws or jurisdiction of any state, country, or territory other than that of Florida and of the United States of America. FRAZZLE does not represent or warrant that the Website or the Materials, or any aspect thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Website or Materials do so on their own initiative and at their own risk, and are responsible for complying with local laws. We may limit the availability of the

Website to any person, geographic area, or jurisdiction we choose, at any time in our sole discretion. You agree not to transport, import, export or re-export all or any part of the Materials to (or to a national or resident of), or to use all or any part of the Materials from (as applicable): (a) Balkans, Burma (Myanmar), Cuba, Iran, Liberia, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (b) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, and you represent, warrant, and covenant to us that you are not located in or under the control of any such country or on any such list.

13. Governing Law and Forum. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, United States of America, without regard to its principles of conflicts of law. In the event of a dispute arising under or relating to this Agreement, the Website or the Materials, you agree to the exclusive jurisdiction of the federal and state courts located in the State of Florida, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Any dispute arising out of the use, viewing or access to this Website shall be submitted to arbitration, pursuant to the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be Broward County, Florida, unless otherwise agreed by the parties or ordered by the Arbitrator. The Arbitrator shall award attorneys fees and costs to the prevailing party in any arbitration proceeding.

14. General. This is the entire Agreement between you and FRAZZLE and supersedes any prior understandings or agreements (written or oral). If any portion of this Agreement is held to be unenforceable, that portion will be construed in accordance with applicable law to the greatest extent possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. FRAZZLE's failure to insist upon or enforce strict performance of any provision of these terms will not be construed as a waiver of any provision or right.

Contact

Direct all questions regarding this statement to:

14205 S.E. 36th Street, Suite 100 Bellevue, Washington 9800