



## Terms and Conditions

## INTRODUCTION

Welcome to Kush Gods, the premier technology platform connecting licensed cannabis retailers (“Retailers”) with verified consumers (“Consumers”). This Terms of Service Agreement (“Agreement”) describes the terms and conditions that govern your use of Kush Gods and its associated services, and constitutes a legal, binding agreement between you, Kush Gods LLC, and affiliates (collectively, “Kush Gods”).

**THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT CONTAINS A MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRES YOU AND KUSH GODS TO RESOLVE DISPUTES WITH EACH OTHER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

### Acceptance Of This Agreement

By using, accessing, or downloading the Kush Gods Platform (defined below under the section entitled “The Kush Gods Platform”), you hereby expressly acknowledge and agree to be bound by all of the terms and conditions of this Agreement. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use the Kush Gods Platform.

### Amendments To This Agreement

Kush Gods may, in its sole discretion, modify or update this Agreement, or any policies relating to the Kush Gods Platform, from time to time. Please review this page periodically to ensure you are up-to-date with any changes. Any changes to this Agreement or associated policies will be published through the Kush Gods Platform, and are effective upon the publishing of said modification or update. If we make material changes to this Agreement, we will notify you via the email address associated with your Account or by posting a notice on the Kush Gods Platform. Continued use of the Kush Gods Platform after any such changes shall constitute your acceptance of such changes.

### Terminology

For the purposes of this Agreement, the terms “cannabis”, “marijuana”, “Industrial Hemp” are interchangeable, will be deemed under this Agreement to have the same legal meaning and significance.

## THE KUSH GODS PLATFORM

Your use of the “Kush Gods Platform” consists of the Application and the Service. You may access services Kush Gods provides through the Kush Gods website located at <https://kushgodsapp.com/>, Driver mobile applications for iOS and Android mobile operating systems (the “Kush Gods App”), Consumer mobile applications for iOS and Android, and any other websites, applications, programs, or tools provided, owned, or operated by Kush Gods (collectively, the “Application”). Use of the Application may include ordering and receiving medical or adult-use cannabis and cannabis accessories via on-demand delivery from licensed Retailers (“Delivery Services”), providing Delivery

Services as an employee or independent contractor of a licensed Retailer (“Driver”), or any other services provided or facilitated by Kush Gods including, without limitation, lead generation, logistical support, and customer engagement (collectively, the “Service”). Together, the Service and the Application are known as the Kush Gods Platform.

## **DISCLAIMERS & ACKNOWLEDGMENTS**

### **Kush Gods Is A Technology Platform**

You expressly agree and acknowledge that Kush Gods (i) is a technology services provider; (ii) is not a licensed medical or adult-use cannabis Retailer, Brand (defined below in “Third-Party Providers”), or cultivator; (iii) does not itself provide Delivery Services to Consumers; (iv) does not employ or contract Drivers who provide Delivery Services; and (v) does not cultivate, manufacture, package, label, test, or sell medical or adult-use cannabis. It is the sole responsibility of the Retailer to offer its services to you in a legal and compliant manner, which are facilitated through its use of the Kush Gods Platform. Kush Gods has no responsibility or liability for any Delivery Services provided to you by Retailers or their Drivers, or provided by you as a Driver to Consumers.

### **Acknowledgment of Federal Law**

Kush Gods operates under applicable state laws. You expressly acknowledge and understand that marijuana (cannabis) is listed on Schedule I of the United States Controlled Substances Act. Under the federal laws of the United States of America, manufacturing, distributing, dispensing or possession of marijuana is illegal, and individuals are subject to arrest and/or prosecution for doing so. Pursuant to the Agricultural Improvement Act of 2018, industrial hemp is not listed on Schedule 1 of the Controlled Substances Act. You further acknowledge that medical use is not recognized as a valid defense under federal laws regarding marijuana. You also acknowledge and understand that the interstate transportation of marijuana is a federal offense.

### **Acknowledgment of State Law**

You expressly acknowledge, agree, and understand that the use, possession, cultivation, manufacturing, transportation, and distribution of cannabis is illegal in your state of residence and in the state you are located unless all participants are acting completely within the scope of the state’s applicable laws.

### **Acknowledgment of the Laws of Your Location**

While the Application or parts of the Kush Gods Platform may be accessed from various locations, the Service is currently available only to Users and Retailers located in certain states, cities, counties, municipalities, and jurisdictions, determined at the sole discretion of Kush Gods (“Service Area”). In all scenarios, you must abide by and follow the applicable laws of the state, city, county, municipality, or jurisdiction in which you are located in order to use the Kush Gods Platform. You expressly acknowledge, agree, understand, and assume full responsibility for cooperating with the laws of your place of location while using the Kush Gods Platform. Kush Gods reserves the right to determine or change its Service Area in its sole discretion at any time.

### **Health Information**

You expressly acknowledge, agree, and understand that any statements relating to cannabis goods, accessories or any other products available on the Kush Gods Platform (“Products”) have not been evaluated by the FDA. Neither the Products nor the ingredients in any of the Products have been approved or endorsed by the FDA or any regulatory agency. The Products available on the Kush Gods Platform are not intended to diagnose, treat, cure, mitigate, or prevent any medical condition, illness, or disease in humans or animals. The information provided is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care. If you are pregnant, nursing, taking medication, or have a medical condition, we suggest consulting with a physician before using any Products.

## **USING THE KUSH GODS PLATFORM**

### **Your User Account**

In order to use most aspects of the Kush Gods Platform, Consumers and Drivers (collectively “Users”) must register for and maintain an active personal User account (“Account”). Account registration requires you to submit to Kush Gods certain information related to you that Kush Gods collects from you, through your use of the Kush Gods Platform. To register an Account, you may be required to submit User Data, including personally identifiable information (“PII”) such as your name, phone number, email address, date of birth. You grant Kush Gods permission to collect and maintain your User Data, and to disclose the User Data you provide to third parties for verification purposes and to facilitate your use of the Kush Gods Platform or any “just-in-time” disclosures describing our data collection, use, and sharing practices of specific parts of our Kush Gods Platform. A “just-in-time” notice may provide more information about our privacy practices, or provide you with additional choices about how we process your PII and/or User Data.

You agree to maintain accurate, complete, and up-to-date information in your Account and that we and others may rely on your information as accurate, current and complete. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired identification on file, may result in your inability to access or use the Service.

You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Kush Gods in writing, you may only possess one Account.

Your participation in using the Kush Gods Platform is for your sole, personal use. You agree that you are the sole authorized user of your Account, and you may not assign or otherwise transfer your Account to any other person or entity. Any attempt by another individual to use your Account may result in your inability to use the Service, and/or suspension from the Kush Gods Platform. You are responsible for the use of your Account and Kush Gods expressly disclaims any liability arising from the unauthorized use of your Account. If you suspect unauthorized access of your Account or any other breach of security, you agree to notify us immediately.

Kush Gods reserves the right, in its sole discretion, to set the requirements for, or to suspend, disable, deny access to, or disallow the registration of your Account for any reason. If you believe your inability to access your Account or the Kush Gods Platform has been made in error, please contact our customer support team. You acknowledge and agree that Kush Gods shall not be liable to you or any third party for any

termination of your access to the Kush Gods Platform. The terms and conditions of this Agreement and the Kush Gods Terms shall survive and endure beyond any termination, deletion, or suspension of your Account, or if you cease using the Kush Gods Platform.

If you wish to terminate, delete, suspend, or otherwise disable your Account or use of the Kush Gods Platform, please contact customer support. By registering for an Account, you acknowledge and agree that Kush Gods must maintain certain User Data, including PII, for business, legal and/or operational purposes, including to prevent account abuse, or as otherwise permitted under applicable law. Any remaining PII not necessary for this task will be deleted from your Account in a reasonable amount of time following the request.

## **Age Restrictions**

You must be at least 18 years old to use the Kush Gods Platform, and must be at least 21 years old to use the Kush Gods Platform to order, receive, or facilitate delivery of adult-use cannabis. By using the Kush Gods Platform you expressly represent and warrant that you are at least 18 years old, are legally entitled to enter into this Agreement, and have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. Users over the age of 18 but under 21 may, in certain circumstances determined by Kush Gods, be permitted to order medical cannabis with a valid doctor's recommendation pursuant to the laws of your jurisdiction. You acknowledge that Kush Gods reserves the right to determine a minimum age for any User or Service Area in its sole discretion ("Qualifying Age"). You agree that if you are not of Qualifying Age while located in any Service Area, you are prohibited from using, and will not attempt to use, the Service.

## **Kush Gods Communications**

By entering into this Agreement or using the Kush Gods Platform, you expressly consent and agree to accept and receive communications from Kush Gods and/or Retailers (including Drivers) that you transact with, including via email, text message, calls, and push notifications to the cellular telephone number you provided to Kush Gods.

By consenting to being contacted, you understand and agree that you may receive communications (including those generated by automatic telephone dialing systems and/or which will deliver pre recorded messages) sent by or on behalf of Kush Gods, and/or Retailers (or their Drivers), including but not limited to: operational or transactional communications concerning your Account or use of the Kush Gods Platform; updates concerning new or existing features of the Kush Gods Platform; communications concerning Promotions (defined below) run by Kush Gods, Retailers or third parties; and news or industry developments concerning Kush Gods, Retailers, or third parties. Standard text messaging charges applied by your cell phone carrier will apply to text messages you receive.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, UNSUBSCRIBE FROM KUSH GOD'S PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF, INCLUDING CLICKING THE UNSUBSCRIBE LINK PROVIDED AT THE BOTTOM OF THE EMAIL. IF YOU WISH TO OPT OUT OF PUSH NOTIFICATIONS YOU MAY DO SO THROUGH YOUR DEVICE SETTINGS. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES TO THE PHONE NUMBER YOU RECEIVED THE MESSAGE FROM.

YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE KUSH GODS PLATFORM. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM KUSH GODS (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS). HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE KUSH GODS PLATFORM.

## **Electronic Records & Signatures**

You agree that your electronic signature on the Kush Gods Platform is the legal equivalent of your manual or paper signature. You consent to receive any communications, records, receipts, notices, agreements, documents, and disclosures provided by Kush Gods regarding your Account and the Kush Gods Platform electronically (collectively, “Electronic Communications”). We may provide these Electronic Communications to you via the Kush Gods Platform, email, text message, push notification, chat, customer support, or other electronic communications.

In order to access and retain Electronic Communications, you will need at least the following computer hardware and software:

- A device with an Internet connection
- A current web browser with cookies enabled
- A valid email address
- Storage space to save past Electronic Communications on your device or an installed printer to print Electronic Communications

In order for us to send you Electronic Communications, you must ensure your contact information and email address is true, accurate and complete at all times. You acknowledge and agree Kush Gods will be deemed to have provided Electronic Communications to you even if your contact information on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications. You can update your contact information at any time by logging into your Account and updating your profile settings, or by contacting customer support.

## **Charges, Billing, & Refunds**

You understand and acknowledge that you may incur fees or charges from Kush Gods, Retailers, or other third parties in connection with the goods and services purchased or facilitated through the Kush Gods Platform (“Charges”). All Charges will be identified in your cart prior to or during checkout, and in your receipt. Such Charges may include some combination of the following:

- **Retail Price.** The “Retail Price” of goods and accessories are displayed with that item on the Kush Gods Platform. The displayed Retail Price may include discounts, promotions, and price reductions at the sole discretion of Kush Gods. At checkout, the combined Retail Price of goods and accessories is the subtotal of an order as shown in your cart.
- **State Taxes.** Retailers charge applicable “State Taxes,” such as cannabis excise taxes, on sales of goods and accessories based on the state of your location, pursuant to state laws and regulations.
- **Local Taxes.** Retailers charge applicable “Local Taxes” on sales of cannabis goods and accessories. Local Taxes may be based on the city, county, municipality, or other jurisdictional location of your delivery address, the Retailer fulfilling your order, or both, pursuant to local laws and regulations.



- **Sales Tax.** Retailers charge applicable “Sales Tax” on all sales of goods and accessories. Sales tax may be based on the state, city, county, municipality, or other jurisdictional location of your delivery address, the Retailer fulfilling your order, or both, pursuant to applicable laws and regulations.
- **Other Taxes.** You may be charged additional taxes based on applicable laws and regulations. Such taxes may vary depending on the laws and regulations in place at the time of your purchase.
- **Delivery Fee.** You may be charged a “Delivery Fee” for each order you place.
- **Cancellation Fee.** After placing an order, you may cancel it through the Application, but you may be charged a “Cancellation Fee” in certain circumstances. You may also be charged if the Driver completing your order is unable to reach you to complete delivery.
- **Service Fee.** In some instances, you may be charged a “Service Fee” for some orders. A description for any applicable Service Fee will be available at checkout.
- **Trust and Safety Fee.** In some instances, you may be charged a “Trust and Safety Fee” for some orders. This fee, if applied, is collected to promote the safe and reliable operation of Retailers and their Drivers.
- **Tips.** You may elect to “Tip” your Driver in cash or through the Kush Gods Platform where available.
- **Other Fees.** Additional fees and charges may apply to your orders as determined by Kush Gods, the Retailers, and/or third parties with whom you transact. The description of any such fees will be available at checkout. Your bank may also charge additional fees.

Kush Gods may change any Charges at its sole discretion and reserves the right to determine final prevailing pricing. Please note that pricing information published on the Kush Gods Platform may not accurately reflect pricing. Kush Gods may, at its sole discretion, make promotional offers with differing features and/or Charges to any individual or User. Such offers, unless made to you, have no bearing whatsoever on your use of the Kush Gods Platform.

You may receive Promotions (defined below) or Referral Codes (defined below) that you can apply toward payment of certain Charges. Promotions or Referral Codes are only valid for use on the Kush Gods Platform, and are not transferable or redeemable for cash except as required by law. Additional restrictions on Promotions or Referral Codes may apply as communicated to you in a relevant promotion.

All Charges are due immediately and are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Kush Gods Platform, Kush God’s decision to terminate your usage, any disruption to the Kush Gods Platform, or any other reason whatsoever. If you are dissatisfied with any of the Products you receive, please contact customer support.

A third-party payment processor (“Payment Vendor”) may bill your purchase of Products purchased through the Kush Gods Platform. Payment Vendor services may require you to visit, enter information into, or create an account with the Payment Vendor’s application, website, or platform, separate and distinct from the Kush Gods Platform. By entering your payment, banking, or other billing information, you authorize Kush Gods to send that information to or through the applicable Payment Vendor to charge your form of payment. The processing of payments, authorizations, holds, credits, and refunds will be subject to the terms and conditions and privacy policy of the Payment Vendor. If you do not wish you utilize the services of a Payment Vendor, you may pay for Products in cash.

## **Third-Party Providers**

During your use of the Kush Gods Platform, you may purchase goods and/or services from, correspond with, participate in the promotions of, or otherwise utilize third parties facilitating their business through the Kush Gods Platform, including without limitation, (i) Retailers; (ii) manufacturers, cultivators, distributors, microbusinesses, or licensors who sell Products to, through, and/or as Retailers (“Brands”); (iii) advertisers, business partners, or affiliates; (iv) Payment Vendors; and (v) the respective employees of each of the preceding (“Third-Party Providers”). You agree and acknowledge that Kush Gods is not a party to any transaction you enter into with any Third-Party Provider, unless otherwise indicated in this Agreement. Any such activity, and any terms, conditions, warranties, or representations associated with such activity is solely between you and the applicable Third-Party Provider. Kush Gods and its licensors shall have no liability, obligation or responsibility for any such purchase, correspondence, promotion, or transaction between you and any Third-Party Provider. In no event shall Kush Gods or its licensors be responsible for any content, products, services, or other materials on or available from Third-Party Providers.

Kush Gods does not endorse any third-party advertisements, links, promotions, or websites linked through the Kush Gods Platform, and in no event shall Kush Gods or its licensors be responsible for any content, products, services or other materials on or available from such sites or Third-Party Providers. Certain Third-Party Providers may require you to agree to additional or different terms and conditions prior to your use of or access to their goods and/or services. Kush Gods disclaims any and all responsibility or liability arising from such agreements between you and the Third-Party Providers.

Kush Gods may make available materials by Third-Party Providers, such as their opinions, advice, statements, offers, other information or content concerning Kush Gods or other materials made available through the Kush Gods Platform (“Third-Party Materials”). Such Third-Party Materials are not provided by Kush Gods and Kush Gods is not responsible for the content of Third-Party Materials. The authors of the Third-Party Materials are solely responsible for such content. Kush Gods disclaims responsibility for any loss or damage resulting from your reliance on information or other content posted by Third-Party Providers, whether on the Kush Gods Platform or otherwise. We reserve the right, without any obligation, to monitor, remove or suspend any Third-Party Materials posted on the Kush Gods Platform and remove any such material that, in our sole opinion, violates or is alleged to violate: (i) the law; (ii) this Agreement; (iii) the rights, or threatens to harm the safety or rights of Users or others.

The Kush Gods Platform may contain third-party advertising and marketing. By agreeing to this Agreement, you agree to receive such advertising and marketing. Kush Gods disclaims responsibility for any loss or damage resulting from or related to such advertising and/or marketing.

## **Product Descriptions**

Kush Gods attempts to be as accurate as possible in Product descriptions or images for Products available through the Kush Gods Platform. However, Kush Gods does not package itself, test, or label the Products available on the Platform. Kush Gods does not warrant that Product descriptions, images, or other Content (defined below) available on the Kush Gods Platform is accurate, complete, reliable, current, or error-free.

You acknowledge and agree that Amounts (defined below) in Product descriptions on the Kush Gods Platform are averages or estimates, and that Amounts may vary for individual items, packages, or orders that you receive. Amounts on the Kush Gods



Platform include without limitation the level (by weight, mass, volume, or percentage) of THC, CBD, other cannabinoids, and terpenes in a Product, the total weight, mass, or volume of a Product, the size, number of individual items, or servings, in a Product, and any other unit of measurement related to a Product.

## **Promotions**

Kush Gods may, in its sole discretion, make available certain promotions or offers, which may at times be redeemed by entering promotional codes, that may confer discounts, price reductions, features, benefits, related to the Service, subject to any additional terms that Kush Gods establishes (“Promotions”). Promotions may be offered by Kush Gods, Retailers, Brands, or other Third-Party Providers on the Kush Gods Platform. Each Promotion is a limited time offer and is valid only for the time specified therein. Unless otherwise specified on the Promotion itself, you may only use one Promotion per Account, per day.

Each Promotion (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, resold or transferred in any manner, made available to the general public (whether posted to a public form or otherwise) or combined with any other offers unless otherwise permitted by Kush Gods; (iii) may only apply to qualifying items and may require a minimum dollar order purchase; (iv) may be modified, disabled, or withdrawn by Kush Gods at any time for any reason or no reason without liability to Kush Gods; (v) is not valid for cash or credit, has no monetary value, and cannot be applied after an order is submitted; (vi) may expire prior to your use; and (vii) is void where prohibited by law. If you violate any of the Promotion terms, the Promotion will be invalid.

Kush Gods, at its sole discretion, reserves the right to issue Promotions with different features, discounts, offers, or deals to any Users or groups of Users determined solely by Kush Gods. These Promotions, unless made to you, shall have no bearing whatsoever on your use of Kush Gods, or any Promotions offered to you.

Unless otherwise indicated by Kush Gods, Promotions do not apply to taxes, fees, or any Charges other than Retail Price. Taxes and fees may apply to the full value of Products subsequently reduced in price by a Promotion.

## **Referral Codes**

Kush Gods may, in its sole discretion, create referral links or codes (“Referral Codes”) that may be redeemed for discounts on future Services, or other features or benefits related to the Service, subject to any additional terms that Kush Gods establishes. You agree that Referral Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, resold, or transferred in any manner, made available to the general public (whether posted to a public form or otherwise) or combined with any other referral codes, promotional codes or other promotions, discounts, coupons, or any other Kush Gods offers, unless in each case expressly permitted by Kush Gods; (iii) may be disabled or withdrawn by Kush Gods at any time for any reason or no reason without liability to Kush Gods; (iv) may only be used pursuant to the specific terms set forth in the Program Rules; (v) are not valid for cash or credit; and (vi) may expire prior to your use. Kush Gods reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Referral Codes by you or any other User in Kush God’s sole discretion, including, without limitation, in the event that Kush Gods determines or believes that the use of the referral system or use or redemption of the Referral Code was in error, fraudulent, illegal, or

otherwise in violation of the Program Rules. The Program Rules are incorporated herein by reference. Please refer to them for the full terms and conditions applicable to your use of Referral Codes.

### **Mobile Data Fees & Usage**

Kush Gods is not responsible for any fees or usage charges related to your access of the Kush Gods Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Kush Gods Platform from a device. You are solely responsible for acquiring and updating compatible hardware or devices necessary to access and use the Kush Gods Platform and any updates thereto. Kush Gods does not guarantee that the Kush Gods Platform, or any portion thereof, will function on any particular network, hardware, or devices.

## **PRIVACY & CONFIDENTIALITY**

### **Confidential Information**

You agree not to use, disclose, or permit disclosure of, for any purpose other than as stated in this Agreement, (i) any technical, financial, strategic, and other proprietary and confidential information or data relating to Kush God's business, operations, and properties; (ii) the technical, financial, strategic, and other proprietary and confidential information or data relating to the business, operations, or properties of any Retailer, Brand, or other Third-Party Provider; (iii) the User Data, PII, or any other information or data related to any other User; (iv) any non-public information of Kush Gods, any Retailer, Brand, or other Third-Party Provider, or any User that such party designates as being proprietary or confidential, or of which the other party should reasonably know that it should be treated as confidential (collectively, "Confidential Information").

You agree that all Confidential Information shall remain the exclusive property of the disclosing party. You agree not to disclose or permit disclosure of any Confidential Information to third parties for any purpose except as permitted under the Kush Gods Terms, to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information, to prevent Confidential Information from falling into the public domain, and to return or destroy all Confidential Information of the disclosing party upon termination of this Agreement or at the request of the disclosing party subject to applicable law. In the event Confidential Information is required to be disclosed pursuant to the order or requirement of a court administrative agency, or other governmental body, you agree to provide prompt notice of such court order or requirement to Kush Gods to enable Kush Gods to seek a protective order or otherwise prevent or restrict such disclosure.

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes part of the public domain at a time it is intentionally disclosed by Kush Gods or has entered the public domain through no act or omission on the part of the receiving party; (ii) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

### **User Privacy**

Kush Gods may collect User Data. By entering into this Agreement, you affirmatively agree to Kush God's collection, use, and sharing of your information and data and any subsequent and future updates thereto. You understand that Kush Gods may retain your User Data for business, legal, regulatory, safety and other purposes after this Agreement is terminated, and agree to Kush God's use of your User Data.

## **Restricted Activities**

With respect to your use of the Kush Gods Platform, you agree you will not:

- Impersonate any person or entity
- Stalk, threaten, or otherwise harass any person, or carry any weapons
- Violate any law, statute, rule, permit, ordinance, or regulation
- Post, email, upload, deploy, send, or otherwise make available ("Transmit") any text, graphics, images, music, software, audio, video, code, files, programs, information or other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, hateful, violent, pornographic, defamatory, libelous, invasive of another's privacy, harmful to minors in any way, or otherwise offensive
- Transmit any Content that advertises any illegal service or the sale of any items which are prohibited by the laws of your state of location, or any other jurisdiction of your location
- Access the Kush Gods Platform using unauthorized means, unauthorized applications, or an unauthorized device; or Transmit any Content that attempts to gain unauthorized access to Kush God's computer systems, networks, servers, software, hardware, telecommunications equipment, or any other internal or external Kush Gods infrastructure
- Interfere with, disrupt, diminish the quality or performance of, or impair the functionality of the Kush Gods Platform, or Transmit any Content designed to do the same
- Surreptitiously intercept or expropriate any system, data, personal information, or any portion of the Kush Gods Platform
- Use the Kush Gods Platform in any way that infringes Kush God's or a third party's rights, including intellectual property rights, copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy
- Modify, adapt, translate, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Kush Gods Platform
- Rent lease, lend, sell, redistribute, license or sublicense the Kush Gods Platform or access to any portion of the Kush Gods Platform
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, crawl, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Kush Gods Platform or its contents
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Kush Gods Platform
- "Frame" or "mirror" any part of the Kush Gods Platform without Kush God's prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose
- Use the Kush Gods Platform to design or develop a competitive or substantially similar product or service
- Use the Kush Gods Platform to copy or extract any features, functionality, or Content
- Link directly or indirectly to any other websites
- Transfer or sell your Account, password, username, or identification to any other party

- Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation

## **LICENSING AND INTELLECTUAL PROPERTY**

### **Limited License Granted By Kush Gods**

Subject to your compliance with the terms and conditions of this Agreement, Kush Gods hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Kush Gods Platform only as permitted by its functionality. This license permits you to download and install a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal, non-commercial use.

You will not use, copy, adapt, modify, prepare derivative works based upon, reverse engineer, decompile, disassemble, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Kush Gods Platform, Content, or Confidential Information, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Kush Gods or its licensors, except for the licenses and rights expressly granted in this Agreement.

Furthermore, with respect to any form of the Application accessed through or downloaded from the Apple App Store, Android Market, or any online marketplace, you will use that version of the Application as permitted by any “Usage Rules” set forth in the respective third-party terms of service or use applicable to such version of the Application. Kush Gods disclaims any and all responsibility or liability arising from such agreements between you and such third parties. Kush Gods reserves all rights in and to the Kush Gods Platform not expressly granted to you under this Agreement.

### **License Granted By User**

The Kush Gods Platform may allow you to post or submit feedback, comments, questions, and other content or information that a User submits, posts, uploads, or otherwise makes available on or through the Kush Gods Platform (“User Content”). You are solely responsible for, and the sole owner of the User Content that you upload, publish, display, link to, or otherwise make available on the Kush Gods Platform, and agree Kush Gods is acting only as an interactive computer service for your publication of such User Content.

By making available any User Content, you hereby grant Kush Gods a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free right and license, with the right to sublicense through multiple tiers, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, distribute, broadcast and otherwise exploit such User Content in any media or format, or to prepare derivative works or incorporate into other works such User Content in any media or format.

Nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any User Content. You acknowledge and agree that you do not acquire any rights to any research or commercial products that may be developed by Kush Gods or its collaborating partners. You specifically understand that you will not receive

compensation for any research or commercial products that include or result from your User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through or to the Kush Gods Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available or you have all rights, licenses, consents and releases that are necessary to grant Kush Gods the above license to such User Content; and (ii) neither the User Content itself, you making it available, or Kush Gods use of the User Content will infringe, misappropriate or violate any third party rights, including, without limitation, any patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Kush Gods reserves the right, but is not obligated, to review, monitor, reject or remove any User Content, at Kush God's sole discretion at any time and for any reason, without notice to you.

### **Intellectual Property Ownership**

Kush Gods (and its licensors where applicable) owns all intellectual property rights in and related to the Kush Gods Platform absolutely and in their entirety. You acknowledge that any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you relating to the Kush Gods Platform are non-confidential and shall become the sole property of Kush Gods. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Kush Gods Platform, or any intellectual property rights owned by Kush Gods. Any trademarks, logos, service marks, company or product names displayed through the Kush Gods Platform are trademarks of Kush Gods or third parties, and no right or license is granted to use them.

Other than as specifically permitted by Kush Gods, you are not permitted to use or reference in any manner Kush God's, its Brand and Retail partners, or any of their licensors' company names, logos, product and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs (the "Kush Gods Marks and Names") for any commercial purposes.

You agree that you will not: (i) try to register or otherwise use and/or claim ownership in any of the Kush Gods Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services; (ii) take any other action that would jeopardize or impair Kush God's rights as owner of the Kush Gods Marks and Names or the legality and/or enforceability of the Kush Gods Marks and Names, including, challenging or opposing Kush God's ownership in the Kush Gods Marks and Names; or (iii) use the Kush Gods Marks or Names on or in connection with any product, service, or activity that is in violation of any law, statute, government regulation or standard. Violation of this license may result in immediate termination of your license, at the sole discretion of Kush Gods.

### **DISPUTE RESOLUTION**

#### **Agreement to Arbitrate**

**YOU AND KUSH GODS MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH OTHER ON AN**



**INDIVIDUAL BASIS IN ARBITRATION.** This will prohibit you from bringing any class, collective, or consolidated action against Kush Gods, and will also prohibit you from participating in or recovering relief under any current or future such actions brought against Kush Gods by someone else. Arbitration is more informal than a lawsuit in court: there is no judge or jury in arbitration; discovery in arbitration may be more limited than discovery in litigation; and court review of an arbitration award is limited. This agreement to arbitrate (“Arbitration Agreement”) also applies to claims between you and Kush God’s Third-Party Providers, and such Third-Party Providers will be considered intended third party beneficiaries of this Arbitration Agreement.

You and Kush Gods agree that any dispute, claim, or controversy, whether based on past, present or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof); the Kush Gods Platform; Content currently or previously available on or through the Kush Gods Platform; any Products currently or previously available on the Kush Gods Platform; your relationship with Kush Gods; your User Data; the threatened or actual suspension, deactivation, or termination of your Account or this Agreement; payments made by you or any payments made or allegedly owed to you; any Promotions, referral benefits, or other offers; and any other federal and state statutory and common law claims (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. All disputes concerning the arbitrability of a Dispute (including disputes about the scope, applicability, enforceability, legality, revocability, or validity of the Arbitration Agreement) will be decided by the arbitrator, except as expressly provided herein.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU AND KUSH GODS ARE EACH WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ANY AND ALL DISPUTES, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT.

#### **Prohibition Of Class Actions And Non-individualized Relief**

You acknowledge and agree that you and Kush Gods are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class, collective, or consolidated proceeding. Further, unless both you and Kush Gods otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class, collective, consolidated or representative proceeding.

#### **Arbitration Rules And Governing Law**

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Agreement. The AAA Rules are available at [adr.org](https://adr.org) or by calling the AAA at 1-800-778-7879 or any subsequent applicable telephone number. The Federal Arbitration Act (“FAA”) will govern the interpretation and enforcement of this Arbitration Agreement. It is your and Kush God’s intent that the FAA and AAA Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue will be resolved under the laws of the State of

District of Columbia. This Agreement governs to the extent it conflicts with the AAA Rules or FAA.

### **Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration and a separate form for D.C. residents at [adr.org](https://adr.org). The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of District of Columbia and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

### **Arbitration Location And Procedure**

Unless you and Kush Gods otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Kush Gods submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

### **Fees**

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

### **Severability**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision will be severed from this Arbitration Agreement, (2) severance of the unenforceable or unlawful provision will have no impact on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis, and (3) to the extent that any Disputes must therefore proceed on a class, collective, consolidated or representative basis, such Disputes must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. In any case in which the Dispute proceeds on a class, collective, consolidated or representative basis

and there is also a final judicial determination that this Arbitration Agreement is unenforceable as to a portion (but not all) of such Dispute, then such portion of the Dispute will be severed from any remaining claims and the remainder will be enforced in arbitration on an individual basis as to all other Disputes to the fullest extent possible. Except as otherwise provided herein, this “Arbitration Agreement” section will survive any termination of this Agreement.

## **Changes**

Notwithstanding the provisions of the modification-related provisions above, if Kush Gods changes this Arbitration Agreement after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us a notice with “Legal” in the subject line within 30 days of the date such change became effective, as indicated above or in the date of Kush God’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Kush Gods in accordance with the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement). If you do not opt out by the deadline, you are agreeing to the arbitration process as set forth in the new Agreement.

## **MISCELLANEOUS**

### **Indemnification**

By entering into this Agreement and using the Kush Gods Platform, you agree to defend, indemnify and hold Kush Gods, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) your violation or breach of any term of this Agreement, the Kush Gods Terms, or any applicable law or regulation, whether or not referenced herein; (ii) your violation of any rights of any third party, including Users, Retailers, Brands, or other Third-Party Providers; (iii) your use or misuse of the Kush Gods Platform or Products available therein; (iv) if you are a Driver, your actions or omissions arising from the performance of Delivery Services.

### **Disclaimer Of Warranties**

KUSH GODS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE KUSH GODS PLATFORM. KUSH GODS DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE KUSH GODS PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE KUSH GODS PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE KUSH GODS PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE KUSH GODS PLATFORM WILL BE CORRECTED, OR (F) THE KUSH GODS NETWORK OR OTHER ASPECTS OF THE KUSH GODS PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE KUSH GODS PLATFORM IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS,

IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY KUSH GODS. KUSH GODS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE KUSH GODS PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE KUSH GODS PLATFORM, AND ANY THIRD-PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

BY USING THE KUSH GODS PLATFORM, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE KUSH GODS PLATFORM.

### **Delays**

The Kush Gods Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Kush Gods does not guarantee the availability or uptime of the Kush Gods Platform. You acknowledge and agree that the Kush Gods Platform may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, Delivery Services from Retailers may be subject to limitations, delays, and other problems inherent in physical delivery, and neither Kush Gods nor Third-Party Providers are responsible for any delays, delivery failures, or other damages, liabilities, or losses resulting from such problems.

### **Limitation Of Liability**

IN NO EVENT SHALL KUSH GODS, INCLUDING ITS LICENSORS, AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “KUSH GODS” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). KUSH GODS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE KUSH GODS PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE KUSH GODS PLATFORM, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER, RETAILER, BRAND, SPONSOR, OR OTHER THIRD-PARTY PROVIDER WHOSE ADVERTISING APPEARS ON THE KUSH GODS PLATFORM OR IS REFERRED THROUGH THE KUSH GODS PLATFORM, EVEN IF KUSH GODS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KUSH GODS MAY INTRODUCE YOU TO RETAILERS, BRANDS OR OTHER THIRD-PARTY PROVIDERS FOR THE PURPOSES OF PROVIDING DELIVERY SERVICES. KUSH GODS WILL NOT ASSESS THE SUITABILITY, LEGALITY, OR ABILITY OF ANY RETAILER, BRAND, DRIVER, OR OTHER THIRD-PARTY PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE KUSH GODS FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO SUCH THIRD PARTIES. YOU ACKNOWLEDGE THAT RETAILERS PROVIDING DELIVERY SERVICES REQUESTED THROUGH THE KUSH GODS PLATFORM MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. KUSH GODS WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD PARTIES. KUSH GODS CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND A THIRD PARTY, INCLUDING THIRD-PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE KUSH GODS PLATFORM (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU.

CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **Notice**

Kush Gods may give notice by means of a general notice on the Kush Gods Platform, email, telephone, text message or by written communication sent by first class mail or pre-paid post to your address on record in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Kush Gods (such notice shall be deemed given when received by Kush Gods). Please specify the reason for the email in the subject line so it can be forwarded to the proper department.

## **Assignment**

This Agreement may not be assigned by you without the prior written approval of Kush Gods but may be assigned without your consent by Kush Gods to: (i) a parent or subsidiary; (ii) an acquirer of assets; (iii) a successor by merger; or (iv) any third party that assumes Kush God's rights and obligations under this Agreement. Any purported assignment in violation of this section shall be void.

## **Export Control**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Kush Gods Platform nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Kush Gods Platform, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **Term For Cause Of Action**



You and Kush Gods agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Kush Gods Platform or the Kush Gods Terms must be filed within one (1) year after such claim or cause of action arose. Otherwise such claim or cause of action is permanently barred.

## **GENERAL**

No joint venture, partnership, employment, or agency relationship exists between you, Kush Gods, or any third party as a result of this Agreement or use of the Kush Gods Platform. If any provision of the Agreement is held to be invalid or unenforceable, you and Kush Gods agree that such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Kush Gods to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Kush Gods in writing.

This Agreement (including the Kush Gods Terms) constitutes the entire agreement between you and Kush Gods and governs your use of the Kush Gods Platform, superseding any prior agreements between you and Kush Gods. This Agreement and the relationship between you and Kush Gods shall be governed by the laws of the State of District of Columbia without regard to its conflict of law provisions. In the event that either you or Kush Gods commence a court action, any such action shall be brought exclusively in the state or federal courts located in Washington, District of Columbia, and you and Kush Gods both submit to personal jurisdiction there. The section titles or headings in this Agreement are for convenience only and have no legal or contractual effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.