

# C4C Inc.

## Terms of Service

Effective as of February 20, 2022

### 1. Acceptance of Terms.

1.1 These Terms of Service (“**Agreement**”) are a binding agreement between you and C4C Inc. (“**C4C**,” “**Company**,” “**us**” or “**we**”) and govern your access to and use of our website <http://www.c4cinc.com> (the “**Site**”), as well as all related websites, networks, embeddable widgets, downloadable software, mobile applications (including phone, tablet, and other applications), and all services (including Electronic Coupon Services as defined below) provided by us through the foregoing and/or on which a link to this Agreement is displayed (all of the foregoing collectively referred to herein as the “**Service**”). By accessing or using the Service in any capacity, you (a) acknowledge that you have read and understand this Agreement; (b) represent that you are at least 21 years old and have the right, authority, and capacity to enter into this Agreement and to abide by all of its terms; and (c) accept this Agreement and agree that you are legally bound by its terms, just as if you had signed it. For purposes of clarity, you acknowledge that this Agreement is a contract between you and C4C, even though it is electronic and is not physically signed by you and C4C and governs your use of the Service. If you do not agree to this Agreement, you must not access or use the Service.

1.2 C4C is designed to provide a platform for consumers (“**Consumers**”) to access special deals, information, coupons and offers (collectively, “**Coupons**”) for cannabis and/or hemp-related products and services, and all consumer-packaged goods related thereto, offered by retailers, dispensaries, manufacturers, and distributors (collectively, “**Merchants**”) and provides such Merchants a platform to create and manage marketing campaigns for such Coupons (“**Campaigns**”). The foregoing is collectively referred to herein as “**Electronic Coupon Services**.” If you are entering into this Agreement on behalf of a Merchant, company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and should not use the Service.

1.3 C4C may change this Agreement from time to time by providing thirty (30) days prior notice either by emailing the email address associated with your Account (defined below) or by posting a notice on the Site. You can review the most current version of this Agreement at any time at <https://www.c4cinc.com/terms-of-use>. The revised terms and conditions will become effective thirty (30) days after we post or send you notice of such changes, and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this Agreement is not acceptable to you, your only remedy is stop using the Service and send a cancellation email to [cancellations@c4cinc.com](mailto:cancellations@c4cinc.com).

1.4 You are required to register with C4C to access and use certain features of the Service. As part of the registration process, you will provide an administrative username and password for your account (“**Account**”). You are responsible for maintaining the confidentiality of your login, password, and Account and for all activities that occur under your login or Account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

### 2. Exclusivity.

You agree that for the first three (3) years of the term of this Agreement, C4C shall be your exclusive provider of Electronic Coupon Services and Campaigns related to Coupons provided through a

mobile application for redemption at the dispensary or retailer level. For clarity, you may, without breaching this Section 2, continue to offer your own coupons that are not provided, supplied, or managed by a third party.

### **3. Access and Use of the Service.**

3.1 You may access and use the Service only for lawful purposes. You shall maintain any and all licenses, authorizations, permits and registrations required for any sale, transportation, distribution, dispensation and delivery of cannabis or cannabis-related products and any other commercial cannabis activities performed by you in all jurisdictions in which you conduct such cannabis activities, remain in good standing with such jurisdictions, provide C4C proof of any such licenses, authorizations, permits and registrations for review upon request, and provide C4C evidence of any annual renewals thereof. You expressly agree and acknowledge that C4C solely provides a technology platform to you and (i) is not a cannabis retailer, cultivator, or brand; (ii) does not itself, through the Service, or otherwise, provide delivery of any cannabis or process payments for cannabis; and (iii) does not itself cultivate, manufacture, package, label, test, or sell cannabis. The Merchants who list their cannabis-related or non-cannabis-related services or businesses on the Service are solely responsible for ensuring that their products or services are offered in a safe, legal, and compliant manner. C4C has no responsibility for, and shall have no liability in connection with, any products or services offered by you or for any reviews or statements posted on the Service regarding any products or services offered by you. While the Service may be accessed from various locations, C4C only accepts listings from Merchants located in certain states, cities, counties, municipalities, provinces, and jurisdictions (“**Service Area**”). In all scenarios, you must abide by and follow the applicable laws of the state, city, county, municipality, province, or jurisdiction in which you are located in order to use the Service. You expressly acknowledge, understand, and agree to assume full responsibility for cooperating with the laws of your place of location while using the Service. C4C reserves the right to determine or change its Service Area in its sole discretion at any time.

3.2 Subject to the terms and conditions of this Agreement, C4C grants you a limited, revocable, non-exclusive, and non-sublicensable license to use the Service to provide Electronic Coupon Services to Consumers. We reserve the right to withdraw or amend the Service, and any service or material we provide with the Service, in our sole discretion and without notice to you. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all the Service at our sole discretion. The license in this Section 3.2 states the entirety of your rights with respect to the Service, and we reserve all rights not expressly granted to you in this Agreement. All rights, title, and interest in and to the Service and its components will remain with and belong exclusively to C4C and as further explained in Section 7. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies, or other notices C4C provides you or publishes in connection with the Service, and you shall promptly notify C4C if you learn of a security breach related to the Service.

3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store in connection with or relating to the Service (collectively, “**User Content**”). Company reserves the right to investigate and take appropriate legal action against anyone who, in Company’s sole discretion, violates this provision, including without limitation, removing the offending User Content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

3.3.1 email or otherwise upload any User Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to us or to any third party; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Company or its users to any harm or liability of any type;

3.3.2 interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

3.3.3 violate any applicable local, state, national or international law, or any regulations having the force of law;

3.3.4 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

3.3.5 solicit personal information from anyone under the age of 18;

3.3.6 harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

3.3.7 advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

3.3.8 further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

3.3.9 obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

3.4 You acknowledge and agree that Company may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce the terms of this Agreement; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public. You understand that the technical processing and transmission of the Service, including User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

3.5 By posting User Content on or through the Service, you hereby do and shall grant C4C a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform your User Content in connection with the Service and in accordance with our Privacy Policy. C4C has the right, but not the obligation, to

monitor the Service or User Content. You further agree that C4C may remove or disable any portion of the Service or any User Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all.

3.6 You understand that the operation of the Service, including any User Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) transmission to C4C's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of User Content. C4C will have no liability to you for any unauthorized access or use of any your User Content, or any corruption, deletion, destruction, or loss of any of your User Content.

3.7 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, 2d scanners, modems, point of sale terminals, hardware, server, software, operating system, networking, web servers, long distance, and local telephone service (collectively, "**Equipment**"). You shall be responsible for ensuring that such Equipment is compatible with the Service and complies with all configurations and specifications set forth in C4C's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.

3.8 The Service may include certain services that are available via a mobile device, including (a) the ability to upload User Content to the Service via a mobile device, (b) the ability to browse the Service and the Site from a mobile device, and (c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "**Mobile Services**"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding our company and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Company account information to ensure that your messages are not sent to the person that acquires your old number.

3.9 C4C will have the right to use your name and/or company name as a reference for marketing or promotional purposes on the Site and in other communications with existing or potential C4C customers. If you do not want C4C to use your name and/or company name as a reference pursuant to the preceding sentence, you must email [support@c4cinc.com](mailto:support@c4cinc.com) and expressly state that you do not wish C4C to use your name and/or company name for reference purposes.

3.10 Subject to the terms hereof, C4C may (but has no obligation to) provide technical support services, through email in accordance with our standard practices. C4C reserves the right to access your Account to respond to your requests for technical support. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by C4C or by third party providers, or because of other causes beyond our reasonable control. C4C will attempt to use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption, though is under no obligation to do so.

3.11 As a condition to your access and use of the Service, you agree to prominently display at least one (1) store-branded advertisement (for example, on posters in your store, on point-of-sale equipment such as mousepads, tabletop mats, in-store TVs, etc.) so as to promote the C4C mobile app to Consumers such that Consumers are encouraged to download and use the C4C mobile app (“**In-Store Advertisement**”). To the extent any Company Trademarks are displayed as part of an In-Store Advertisement, you agree to comply with the terms and conditions for use of the Company Trademarks set forth in Section 7.4 below. To the extent your In-Store Advertisement displays logos or design versions of any Company Trademarks, you agree to request an electronic version of any such logos or designs from Company, and shall only use the Company-provided versions of such logos or designs in the In-Store Advertisement. You further agree not to change, amend, modify, alter, cut apart, or distort the Company Trademarks as part of any In-Store Advertisement, provided that, you may proportionally re-size any logos or design versions of the Company Trademarks as part of your In-Store Advertisement.

#### **4. Third Party Distribution Channels.**

Company offers Software applications that may be made available through the Apple App Store, the Google Play Store or other distribution channels (“**Distribution Channels**”). If you obtain such Software through a Distribution Channel, C4C or the Distribution Channel may require that you agree to additional terms and conditions. This Agreement is between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of our Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

#### **5. Coupons.**

All Coupons are made available directly by the relevant Merchant providing such Coupon and not by C4C itself. All Coupons are redeemable solely at the individual retailers and dispensaries associated with the Coupon and only for the applicable goods or services that are the subject of the Coupon. You, not C4C, are the provider of the Coupon and such goods and services and are solely responsible for redeeming any Coupon presented to you. C4C will have no liability if you refuse or fail to honor any Coupon. For you to be considered an active partner with C4C, you must always make available at least one Coupon on the C4C mobile app that is redeemable at your location(s). Failure to adhere to the foregoing requirement shall be grounds for termination pursuant to Section 10 of this Agreement. In addition, the following terms and conditions also apply to all Coupons:

5.1 Redemption frequency is determined by you.

5.2 The use of any Coupon relating to cannabis products or services is at your sole discretion and is subject to your compliance with applicable law.

5.3 Coupons cannot be combined with any other rewards, offers, vouchers, third party certificates, coupons, or promotions, unless otherwise specified by you.

5.4 Coupons cannot be used for taxes, tips or prior balances, unless permitted by you.

5.5 Neither C4C nor you shall be responsible for malfunctioning, lost, or stolen Coupons.

5.6 Reproduction or sale of any Coupon is prohibited.

5.7 Any attempted redemption not consistent with this Agreement or any other restrictions imposed by you or C4C (including any Coupon-specific terms associated with a Coupon) will render the Coupon void.

5.8 Coupons are void to the extent prohibited by law.

5.9 Coupons may be applied only to the applicable products or services sold by you that are the subject of such Coupon.

5.10 Limit one (1) Coupon per redemption. Only one (1) Coupon can be used per redemption unless otherwise specified by you.

## **6. Payment.**

6.1 C4C may provide certain paid or free services associated with the use of the Service, in its sole discretion. All fees charged by C4C may be modified or changed at any time in its sole discretion. When your use of the Service requires the payment of a fee, you will have the opportunity to review and accept the fees that you will be charged. If you do not agree to pay the fee, do not proceed with your transaction. Unless otherwise stated, all fees are quoted in U.S. Dollars.

6.2 Notwithstanding the generality of Section 6.1 above, if you desire to purchase Coupons to be placed on or distributed through the Service, you agree to pay C4C those fees described in this Section 6.2 in the amounts specified on the Service, depending on whether you are purchasing the Coupon as a dispensary or retailer (“**Retailer**”), or as a manufacturer or distributor (a “**Brand**”):

6.2.1 Retailers make available Coupons on the Service for use by Consumers only at the Retailer’s specific locations. These Coupons may be for specific products sold at the Retailer’s locations, or for product purchases generally. The Coupon is not issued by any individual manufacturer or distributor but is instead issued by the specific Retailer. In addition to any access or usage fees that C4C charges users to access and use the Service generally, C4C will charge the Retailer a transaction fee based on (a) each Coupon placed on the Service; and (b) the number of times that the Coupon is eligible to be redeemed by Consumers. This transaction fee is required to be paid to C4C in advance at the time the Coupon is purchased. As Consumers redeem the Coupon, the amount of the transaction fee is credited against the transaction fee paid by you to C4C until such time as the transaction fee is exhausted. Once the transaction fee is exhausted, the Retailer must purchase a new Coupon for placement on the Service, along with a new transaction fee as described in this Section 6.2.1. C4C will, until such time as the transaction fee paid by the Retailer for the Coupon has been exhausted, send the Retailer a monthly statement showing the number of Coupon redemptions during the month for which the statement is being issued, and the amount of any remaining transaction fees. Notwithstanding any term or condition of this Section 6.2.1 to the contrary, once paid, the transaction fees paid by Retailers to C4C are fully earned and are non-refundable, regardless of the termination or expiration of this Agreement and regardless of whether any Coupons are actually redeemed by Consumers.

6.2.2 Brands make available Coupons on the Service for use by Consumers at any retailer or dispensary selling the Brand’s specific product(s) for which the Coupon is being provided. The Coupon is issued by the Brand, and not the retailer or dispensary, and while the Coupon may be used at any number of retailers or dispensaries, it may only be used to purchase the specific products designated by the Brand. In addition to any access or usage fees that C4C charges users to access and use the Service generally, C4C will charge the Brand a fee equal to the dollar value of the Coupon placed on the Service, along with any other transaction fees charged by C4C as specified in the Service. These fees are placed in escrow by C4C. For each redemption of the Coupon by a Consumer, C4C will, on a bi-weekly or weekly

basis (in C4C sole discretion), withdraw the dollar value of the Coupon and its transaction fees from the escrow account, and will thereafter: (a) pay the amount of the dollar value of the Coupon to the retailer or dispensary at which the Coupon was redeemed; and (b) retain the amount of C4C's transaction fees. Once the fees held in escrow by C4C for a Coupon have been exhausted, the Brand must purchase a new coupon for placement on the Service and pay to C4C the fees for the Coupon as described in this Section 6.2.2. Transaction fees retained by C4C pursuant to subsection (b) above are deemed fully earned and are non-refundable.

6.2.3 You agree that C4C deems a Coupon to have been redeemed by a Consumer solely when the Consumer scans the store QR code in the C4C mobile app. In the event C4C reasonably suspects that you have provided a Consumer a discount on any products that are the subject of a Coupon without requiring that the Consumer use the C4C mobile app to redeem the Coupon, or in the event that you dispute whether a Coupon has been redeemed or the number of times a Coupon has been redeemed, you agree to promptly make available to C4C accurate and complete copies of your point-of-sale transaction logs governing the transaction(s) in question (the "**Transaction Logs**"), and further agree to otherwise reasonably cooperate with C4C in good faith in order to resolve the dispute. You further acknowledge and agree that: (a) your Transaction Logs will not be deemed confidential to you, and may be disclosed by C4C to third parties for purposes of assessing and resolving the dispute, including without limitation, to other Merchants having an interest in the dispute; (b) in the event you fail to provide any Transaction Logs within a reasonable period of time following C4C's request therefor, you will be deemed to have irrevocably waived and relinquished any claims against C4C or any other Merchant with respect to the dispute; (c) in the event C4C, acting reasonably in good faith, believes that your Transaction Logs have been falsified, changed or modified by you, you will be deemed to have irrevocably waived and relinquished any claims against C4C or any other Merchant with respect to the dispute; and (d) subject to subsection (c) of this Section 6.2.3, C4C shall have the right to deem your Transaction Logs as being dispositive in determining the resolution of the dispute. C4C shall not be deemed to be in breach of this Agreement for any failure to make any payment during any period of time in which C4C is using good faith efforts to resolve any such dispute.

6.3 To the extent the Service or any portion thereof is made available for any fee, including for Campaigns and redemption of Coupons, you agree to provide C4C accurate and complete information so as to enable C4C to receive payment. Payment to C4C shall be made via ACH or in cash, as further specified in the Service. Be advised that C4C does not accept credit cards. C4C may charge certain handling or transaction fees associated to certain payment types which will be disclosed in our Transaction Fee Schedule. Certain payment types (cash) required special handling and C4C employees or designated agents will facilitate receipt and transport of those payments. Where ACH payment is being made, you represent and warrant to C4C that the ACH information you have provided C4C in order to facilitate the ACH payment is true and complete, and that you are authorized to use ACH in order to make the payment. You will promptly update your Account information with any changes (for example, a change in your billing address) that may occur. If you dispute any fees charged to you by C4C, you must let C4C know within ten (10) days after the date that C4C invoices you (or if no invoice is provided, the date on which you knew or had reason to know of the payment dispute) and the parties agree to reasonably work together to come to a resolution regarding such dispute. Any undisputed portions must be timely paid. If C4C elects to bill through an invoice, you must make full payment of the amount specified in for invoice within thirty (30) days of the invoice date. Late payments are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Except as expressly set forth in this Agreement, C4C does not provide refunds. C4C may, without prejudice to any other rights and/or remedies of C4C under this Agreement or otherwise at law or in equity, suspend the Service (including the provision of any Electronic Coupon Services) in the event you fail to make any amounts past due to C4C within five (5) days of C4C's written demand therefor.

6.4 You shall be responsible for all taxes associated with Service other than U.S. taxes based on C4C's net income. Any fees charged by C4C for the Service are exclusive of all sales, goods and services, use, consumption, excise or any other taxes, levies or duties, the payment of which you, not C4C, are responsible for.

## 7. Intellectual Property Rights.

7.1 **Service Content.** The Service, and all contents, features, and functionality thereof (including but not limited to all information, software (including source code or object code), text, products, displays, images, video, and audio, and the design, selection, and arrangement thereof), and any and all other elements of the Service, including without limitation, the Electronic Coupon Services and related technologies, and all Software, data, reports, text, images, sounds, video, and content made available through any of the foregoing (all of the foregoing collectively referred to herein as the "**Materials**") are owned by C4C, its licensors, or other providers of such material, and protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly authorized by C4C herein or as required by applicable law, you may not make use of the Materials. C4C reserves all rights to the Materials not granted expressly in this Agreement. Any new features added to or augmenting the Service are also subject to this Agreement.

7.2 **Software.** Any software that may be made available by C4C in connection with the Service ("**Software**") contains proprietary and confidential information that is protected by applicable intellectual property and other laws and is owned by C4C, its licensors, or other providers of such software. Subject to the terms and conditions of this Agreement, C4C hereby grants you a limited, revocable, non-transferable, non-sublicensable and non-exclusive right and license to use the Software, in object code form only, on a single device owned or controlled by you solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by C4C for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of C4C or any third party is granted to you in connection with the Service.

7.3 **Further Restrictions.** Any use of the Service other than as specifically authorized herein is strictly prohibited. Without limitation to any other restrictions or limitations included herein, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Materials, in whole or in part. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Company from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (*e.g.*, by masking your IP address or using a proxy IP address). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software or the Materials. Any rights not expressly granted herein are reserved by Company.

7.4 **Trademarks.** The Company name and logos are trademarks and service marks of Company (collectively the "**Company Trademarks**"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Service, without our prior written permission in each instance. In the event that you are granted the right to use the Company Trademarks, you acknowledge and agree that (a) you will use and display the Company Trademarks in materially the same quality as the



Company Trademarks are used and displayed by Company; (b) you will not take (or fail to take) any action or otherwise engage in any conduct that is likely to damage or impair the goodwill associated with the Company Trademarks; (c) all goodwill generated from the use of Company Trademarks will inure to our sole and exclusive benefit; (d) you will strictly comply with Company's trademark usage and/or branding guidelines, as may be amended by Company from time to time; and (e) Company reserves the right to monitor and approve your use of the Company Trademarks.

7.5 **Third Party Material.** Under no circumstances will Company be liable in any way for any content or materials of any third parties (including other users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company does not pre-screen User Content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any User Content that is available via the Service. Without limiting the foregoing, Company and its designees will have the right to remove any User Content that violates this Agreement or is deemed by Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

7.6 **User Content License.** By uploading User Content, you hereby grant Company and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, freely transferable, freely sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use User Content in connection with the operation of the Service or the promotion, advertising, or marketing thereof, in any form, medium or technology now known or later developed.

7.7 **Feedback.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service (“**Submissions**”) provided by you to Company are non-confidential, and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

7.8 **Data.** Notwithstanding anything to the contrary, you agree that C4C is hereby granted the right to use (during and after the term hereof) information submitted hereunder consistent with our privacy policy to train its algorithms internally through machine learning techniques. You further agree that C4C has the right to aggregate, collect and analyze data and other information relating to the performance of and/or your use of the Service and shall be free (during and after the term hereof) to (a) use such data and other information to improve C4C's products and services, and (b) disclose such data and other information solely in an aggregated and anonymized format that does not identify you or any individual.

## 8. **Confidential Information.**

You acknowledge and agree that you may have access to information that is treated as confidential and proprietary by C4C, including, without limitation, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, the operations of C4C, its affiliates, or their suppliers or customers, and other confidential information, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of C4C in each instance, and not to use any Confidential Information for any purpose except as required for your use of the Service. You shall notify C4C immediately in the event you become aware of any loss or disclosure of any Confidential Information.

## **9. Representations, Warranties and Covenants.**

You represent, warrant and covenant to C4C that (a) you have full power and authority to enter into this Agreement; (b) if you are acting on behalf of a legal entity, such legal entity is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized; (c) you have and will maintain valid and active licenses, authorizations, permits and registrations required for any sale, transportation, distribution, dispensation and delivery of cannabis or cannabis-related products and any other commercial cannabis activities performed by you in all jurisdictions in which you conduct such cannabis activities; (d) you will provide C4C proof of any such licenses, authorizations, permits and registrations for review upon request and will provide C4C evidence of any annual renewals thereof; (e) you own all of your User Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow C4C to perform its obligations) in connection with the Service without obtaining any further releases or consents; (f) your User Content and other activities in connection with your use of the Service, and C4C's exercise of all rights and licenses granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does your User Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; (g) your products, marketing materials, and packaging are in compliance with all local, state and federal laws and regulations; (h) you have all the required rights, licenses, or permits necessary to purchase cannabis or cannabis-related products or services and/or offer Coupons on the Service; (i) your access or use of the Service for business or commercial purposes complies with all applicable federal, state, provincial, and local laws, statutes, ordinances, rules, and regulations of any jurisdiction throughout the world; and (j) you are at least twenty-one (21) years of age or older.

## **10. Termination.**

You have the right to terminate your Account at any time by sending a cancellation request to [cancellations@c4cinc.com](mailto:cancellations@c4cinc.com). C4C shall invoice you for any and all outstanding charges incurred before the date of such termination. Subject to earlier termination as provided below, C4C may terminate your Account and this Agreement at any time and for any or no reason by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, C4C may also terminate this Agreement immediately if you breach any of the terms or conditions of this Agreement. C4C reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). All User Content on the Service (if any) may be permanently deleted by C4C upon any termination of your Account in its sole discretion.

## **11. DISCLAIMER OF WARRANTIES.**

THE SERVICE, INCLUDING WITHOUT LIMITATION THE SITE AND MATERIALS, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND (B) ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, AND NO INFORMATION, ADVICE OR SERVICE OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER USERS OF THE SERVICE, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND ACCESS, DOWNLOAD, USE, AND/OR OTHERWISE OBTAIN MATERIALS THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING TO YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT.

## **12. LIMITATION OF LIABILITY.**

12.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU TO COMPANY IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES HAVE BEEN PAID, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

12.2 SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THESE STATES, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **13. Indemnification.**

You agree that you will be responsible for your use of the Service, and you shall defend, indemnify, and hold harmless C4C and its affiliates, and their respective officers, directors, employees, consultants, and agents, from and against any claims, liabilities, damages, losses, actions, demands, or expenses (including without limitation reasonable legal and accounting fees), arising or resulting from or in any way connected with (a) your breach or violation of applicable law or regulation (including any laws related to manufacture, sale or distribution of cannabis or hemp products) or this Agreement; (b) any User Content; (c) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (d) your access, contribution to, use or misuse of the Service. C4C shall provide notice to you of any such claim, suit or demand of which it is aware. C4C reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification by you under this Section (and without limiting your indemnification obligations with respect to such matter). In such case, you agree to cooperate with any reasonable requests assisting C4C's defense of such matter.

## **14. Export Regulation.**

The Service may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You represent and warrant that: (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You shall not, directly, or indirectly, export, re-export, or release the Service to, or make the Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service available outside the U.S. You may not remove or export from the U.S. or allow the export or re-export of the Service or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, or any other U.S. or foreign agency or authority.

#### **15. U.S. Government Matters.**

As defined in FAR section 2.101, the software and documentation installed on your Equipment (if applicable) in connection with use of the Service are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

#### **16. Assignment.**

You may not assign this Agreement without the prior written consent of C4C; provided, however that you may assign your rights, in whole or in part, without such consent and upon thirty (30) days prior written notice to C4C, to (a) one or more of your wholly owned subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of your business or assets to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. C4C may assign or transfer this Agreement, in whole or in part, without restriction.

#### **17. Miscellaneous.**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications of this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind C4C in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The failure of C4C to exercise or enforce any right or provision of this Agreement shall not be a waiver of that right, nor will a waiver of any breach or default of this Agreement or any provision thereof constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions.

## **18. User Disputes.**

You agree that you are solely responsible for your interactions with any other Merchant, Consumer, or user in connection with the Service and C4C will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## **19. Arbitration; Governing Law.**

This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Denver, Colorado and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail (“**Notice**”). C4C’s address is C4C Inc., 8138 South Fillmore Circle, Centennial, CO 80122. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement within 30 days after the Notice is received, you or C4C may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or C4C will not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Notwithstanding this Section 19, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to: (a) bring an individual action in small claims court; (b) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address intellectual property infringement or misappropriation claims.

## **20. Privacy.**

Please visit our Privacy Policy, accessible at the following link: <http://www.c4c.com/privacy>, to understand how C4C collects and uses personal information. You consent to all actions we take with respect to your personal information consistent with our Privacy Policy.

## **21. DMCA.**

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. C4C will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to C4C’s Copyright Agent at [DMCA@c4cinc.com](mailto:DMCA@c4cinc.com) (subject line: “DMCA Takedown Request”). You may also contact us by mail or facsimile at:

Attention: Copyright Agent  
C4C Inc.  
8138 South Fillmore Circle  
Centennial, CO 80122

**Notice:** To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware too that if you knowingly materially misrepresent that material or activity on the Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **22. DMCA Counter-Notice**

If you believe that the relevant User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such User Content, you may send a written counter-notice containing the following information to the Copyright Agent at the email or physical address provided in [Section 21](#):

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within Denver, Colorado and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, C4C will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at C4C's sole discretion.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### **23. DMCA Repeat Infringer Policy**

In accordance with the DMCA and other applicable law, C4C has adopted a policy of terminating, in appropriate circumstances and at C4C's sole discretion, users who are deemed to be repeat infringers. C4C may also at its sole discretion limit access to the Service and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.