

Kannaway Terms of Use Agreement

Important:

This terms of use agreement (agreement) governs your use of this site, which is provided by Kannaway (Kannaway). By accessing this site, you are indicating your acknowledgment and acceptance of these terms of use. These terms of use are subject to change by Kannaway at any time in its discretion. Your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these terms of use regularly.

Access to this site

YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS WEB SITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS THIS WEB SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THIS WEB SITE, NO INFORMATION OBTAINED BY THIS WEB SITE FALLS WITHIN THE CHILD ONLINE PRIVACY ACT (COPA) AND IS NOT MONITORED AS DOING SO.

1. To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If Kannaway believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time, without notice.
2. If a capital corporation submits an application to a Brand Ambassador, at the request of KANNAWAY, a copy of the appropriate extract from the commercial register regarding the registration as well as the sales tax identification number are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, along with the responsible person, for the behavior of the capital corporation.
3. In the case of non-incorporated firms, a copy of the corresponding extract from the commercial register – if available – as well as the sales tax identification number, are to be submitted. All shareholders and any shareholders of the shareholders, where a shareholder is also a legal person or a non-incorporated firm, must be named, be at least 18 years old, and the application signed by the responsible person (e.g. the managing director). The shareholders and any shareholders of shareholders are personally liable vis-à-vis KANNAWAY, for the behavior of the non-incorporated firm.
4. Brand Ambassadors may register online as Brand Ambassador at KANNAWAY in order to take up their duties. When registering, Brand Ambassadors are obliged to complete the sales partner application form fully and properly, including the specification of the identity card number or

passport number and the sales tax identification number (or personal tax number, if they have no sales tax identification number); and then send the application to KANNAWAY via the specified method. In addition, the Brand Ambassadors accept that they are cognizant of these General Conditions regarding SalesPartners, by means of the corresponding active check mark for online registrations prior to the submission of the sales partner application, including the Compensation Plan, and accept the same as an integral part of the contract.

5. For each natural person, non-incorporated firm (e.g. LLC, GbR, OHG, KG) and capital corporation (e.g. Inc., Corp., AG, GmbH, UG, Ltd.) only one Brand Ambassador application will be accepted; likewise it is prohibited for a person registered as a natural person to be additionally registered as a shareholder in a non-incorporated firm or in a corporation. An Brand Ambassador may operate or have an ownership interest as a sole proprietorship in only one Kannaway business. No individual may have, operate or receive compensation from more than one Kannaway business. Individuals of the same family unit may enter into or have an interest in more than one Kannaway Business provided a family member acts as the direct sponsor of the other. A "family unit" is defined as spouses, domestic partners and dependent children living at or doing business at the same address.
6. KANNAWAY reserves the right to decline sales partner applications at its own discretion, without any justification.
7. In the event of an infringement of the obligations provided in Paragraphs (1) to (3) and (5), second sentence and (6), KANNAWAY is entitled, without prior warning, to terminate the sales partner contract without notice. In addition, KANNAWAY expressly reserves the right, in this situation of termination without notice, to assert further claims for damages.

Status of the Brand Ambassadors as an Brand Ambassador

1. Brand Ambassadors act as autonomous and independent Brand Ambassadors. In this respect, the parties are agreed that Brand Ambassadors are neither employees, trade representatives, franchisees or agents of KANNAWAY, nor does a joint venture exist. There are no sales targets, acceptance or other operational obligations. Brand Ambassadors are not subject to any instructions by KANNAWAY except for the contractual obligations, and bear the full entrepreneurial risk in their business activities including the obligation to pay all their business costs. Brand Ambassadors must establish and run their operation – to the extent necessary – as a prudent businessman would, also including – to the extent necessary – the operation of their own office premises or of a workspace as a prudent businessman would have.
2. Brand Ambassadors are self-employed and are solely responsible for compliance with the relevant statutory provisions, including tax and social security law requirements (e.g. obtaining a sales tax identification number, registration of employees, obtaining any required licenses or insurance coverage. To this extent, Brand Ambassadors shall ensure that all commission income earned in the context of their work is properly taxed at the location of their headquarters. KANNAWAY reserves the right to deduct from the agreed commission the respective amount for tax and charges, or to demand damages or reimbursement of expenses it incurs due to a breach of the above requirements, unless the Brand Ambassador is not responsible for the damage or expense. KANNAWAY will pay no social security contributions for Brand Ambassadors.

Use of the Back Office and Landing Page / License and Maintenance Fees

1. Brand Ambassadors purchase, upon registration with KANNAWAY and for the duration of the relationship, a right to use the following items provided to them: back office, landing page, a right to use the training and support tools provided, as well as administrative support. The right of use is a simple, non-transferable right to use, related to the aforementioned concrete services; Brand Ambassadors have no right to change, edit or otherwise transform the aforementioned services, nor to grant sublicenses. Content offered may only be used for the purpose of these Terms of Use and may not be passed on to third parties without permission.
2. For the use, maintenance, management and support of the in services stated in section (1), KANNAWAY charges an annual fee for usage, maintenance, updating and service (hereinafter the Brand Ambassador Fee) in accordance with the provisions of the respectively valid price list, to be paid in advance each year, and for the first time after the conclusion of the Brand Ambassador relationship.

Obligations of Brand Ambassadors

1. Brand Ambassadors are obliged to protect their personal passwords and login IDs against access by third parties. Brand Ambassadors are furthermore obliged to immediately notify KANNAWAY of any changes to their personal or contractual conditions, and of changes to their personal or other data by sending such notification to the KANNAWAY back office.
2. Brand Ambassadors are prohibited in their work from contravening food, cosmetics, pharmaceutical, narcotics, competition or other laws, from hindering, degrading or reducing or defaming KANNAWAY's rights, or those of its Brand Ambassadors, affiliated corporations, customers or other third parties and corporations, or from otherwise violating any applicable law. Furthermore, there is a ban on unauthorized phone advertising, including so-called cold calls; and a ban on the sending of unsolicited advertising emails, advertising faxes, advertising SMS messages (spam), or other electronic advertising messages e.g. via social media services.
3. Special Advertising Guidelines
 - a. At no point and on no form of advertising may Brand Ambassadors give information as to their level of income or the earning opportunities at KANNAWAY. In fact, there is a constant obligation to expressly inform Brand Ambassadors within the framework of preparatory discussions that very few Brand Ambassadors receive a large income from their activity for KANNAWAY and that the achievement of an income is only possible through very intensive and continuous work.
 - b. Sales and marketing activities must not feign any commissions known as per-capita premiums or other commissions in connection with the mere recruitment of a new Brand Ambassador, or otherwise perform acts that give the impression that the advertised sales system is an unlawful sales system, namely an illegal, progressive snowball system or pyramid scheme or an otherwise fraudulent sales system.
 - c. Sales and marketing activities must not be directly aimed at minors or persons inexperienced in business, and must in no way exploit their age, illness or limited discernment in order to provoke consumers into purchasing KANNAWAY products. In the case of socially weak or foreign-speaking population groups, Brand Ambassadors will take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups placing orders which do not correspond to their circumstances.

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- d. No sales and marketing activities may be performed which are inappropriate, illegal or insecure, or which exert unacceptable pressure on selected consumers.
 - e. Brand Ambassadors may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results references or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and they are accurate and are not obsolete. Letters of recommendation, tests and personal references must also always be used within the context of the intended purpose.
 - f. Consumers are not to be provoked into the purchase of any KANNAWAY products by dubious and/or misleading promises, nor by promises of special benefits, if these benefits are based on future, uncertain successes. Brand Ambassadors will refrain from anything that could cause the consumer to buy the offered product only in order to do the supplier a personal favor, to terminate an unwanted conversation or to enjoy an advantage which is not the subject of the offer, or to show appreciation for the allocation of an advantage of this type.
 - g. Brand Ambassadors must not claim that the Compensation Plan or products have been approved, accredited or supported by KANNAWAY or by a public authority, or that they have been classified as legally compliant by a law firm.
 - h. Within the context of the advertising, sale or otherwise in connection with an activity for KANNAWAY, no healing or health claims may be made, nor may any KANNAWAY products be advertised as medicinal products or narcotics.
4. The use, manufacture and distribution of private websites, sales documents, own product brochures or other self-created media and advertising means, as well as the modification of the replicated website/ landing page provided for Brand Ambassadors is expressly not permitted. The KANNAWAY products and sales opportunities may only be advertised on their own websites and a products order and / or registration by Brand Ambassadors is only permitted on the replicated website / landing page provided, but which can be linked to Brand Ambassadors own websites. In the event that Brand Ambassadors advertise the KANNAWAY products on other Internet media, such as social networks (e.g. Facebook or Instagram), online blogs, chat rooms (e.g. Whatsapp or Snapchat) or on other social media services (direct sale via these methods is not permitted), only the official KANNAWAY advertising statements, banners, items, graphics or the other content from the KANNAWAY; may be used. It is prohibited for such advertising to be done anonymously or under a false name; Brand Ambassadors are obliged to specify their full name and to expressly emphasize that they are independent Brand Ambassadors of KANNAWAY. Blog posts must always have a direct reference to the blog themes. It is not allowed, in the implementation of advertising activities on social media, to use blog spamming, spamdexing or comparable dissemination techniques. Furthermore, the further requirements and obligations of these General Conditions regarding Brand Ambassadors and other applicable law are also to be observed in the area of social media.
5. The KANNAWAY Products may be presented and sold by Brand Ambassadors within the framework of the applicable law in a revocable manner, in the course of one-to-one and large group meetings, at home parties, online home parties, online network events and/or at online conferences. The KANNAWAY products must not be offered for sale at other sales locations, e.g. eBay, Facebook, Amazon, TV sales shows, via telemarketing, teletext marketing or via similar sales channels.
6. Brand Ambassadors are forbidden at all times from selling or otherwise distributing their own marketing and/or sales documents to other KANNAWAY Brand Ambassadors. Brand Ambassadors are also prohibited from recruiting customers at KANNAWAY events. Only the distribution of business cards is permitted.
7. Although the KANNAWAY Products may also be presented by Brand Ambassadors at trade fairs and exhibitions, they may only be sold with the written consent of KANNAWAY.

8. Brand Ambassadors are not allowed to reply to press inquiries about KANNAWAY, KANNAWAY products, the KANNAWAY Compensation Plan or any other KANNAWAY services. Brand Ambassadors are obliged to notify KANNAWAY of all press inquiries immediately, by forwarding such notice to the email address given in Section 1. Customer inquiries or complaints of any kind regarding the products, the service or the remuneration system are also to be immediately forwarded to the email address under Section 1.

Electronic Transfer Authorization

Brand Ambassadors hereby request and authorize KANNAWAY to initiate withdrawals, or to draw by electronic transfer, from your registered checking account, funds payable to KANNAWAY.

Brand Ambassadors further certify that Brand Ambassadors are the authorized user of the registered checking account and will not dispute these transactions initiated by KANNAWAY with your bank or credit card company so long as the transactions correspond to the terms set forth herein.

This authorization provided by Brand Ambassadors shall remain in effect until cancelled by Brand Ambassadors in writing. Brand Ambassadors further agree to notify KANNAWAY in writing of any changes to your registered checking account information or termination of this authorization. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), Brand Ambassadors understand and agree that KANNAWAY may, at its discretion, attempt to process the charge again within 30 days. Brand Ambassadors hereby acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law.

Restrictions on Use

Brand Ambassadors may use this site for purposes expressly permitted by this site. Brand Ambassadors may not use this site for any other purpose, including any commercial purpose, without KANNAWAY's express prior written consent. For example, Brand Ambassadors may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of KANNAWAY.

For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site.

Brand Ambassadors agree to cooperate with KANNAWAY in causing any unauthorized co-branding, framing or hyperlinking immediately to cease.

Proprietary Information

The material and content (hereinafter referred to as the "Content") accessible from this site, and any other World Wide Web site owned, operated, licensed, or controlled by KANNAWAY is the proprietary information of KANNAWAY or the party that provided the Content to KANNAWAY, and KANNAWAY or the party that provided the Content to KANNAWAY retains all right, title, and interest in the Content.

Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of KANNAWAY, or unless authorized in writing elsewhere on our site, except that Brand Ambassadors may print out a copy of the Content solely for your personal use. In doing so, Brand Ambassadors may not remove or alter, or cause to be removed or altered, any

copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates KANNAWAY's intellectual property rights. Neither title nor intellectual property rights are transferred to Brand Ambassadors by access to this site.

Hyperlinks

This site may be hyperlinked to other sites which are not maintained by, or related to, KANNAWAY. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this site or KANNAWAY. KANNAWAY has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the user's own risk, and KANNAWAY makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by KANNAWAY of that site.

Submissions

Brand Ambassadors here by grant to KANNAWAY the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to KANNAWAY through this site (together, hereinafter known as the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. KANNAWAY will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future company operations.

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

The Content is provided "as is" and without warranties of any kind, either expressed or implied. KANNAWAY disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, TITLE, OR NONINFRINGEMENT. KANNAWAY does not warrant that the functions OR CONTENT contained in this site will be uninterrupted or error-free, that defects will be corrected, or that this site, or the server that makes it available, are free of viruses or other harmful components.

KANNAWAY does not warrant or make any representation regarding use, or the result of use, of the content in terms of accuracy, reliability, or otherwise. The content may include technical inaccuracies or typographical errors, and Company may make changes or improvements at any time.

Brand Ambassadors, and not KANNAWAY, assume the entire cost of all necessary servicing, repair or correction IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. KANNAWAY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and KANNAWAY does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

Trademarks

Trademarks, service marks, and logos appearing in this site are the property of KANNAWAY or the party that provided the trademarks, service marks, and logos to KANNAWAY. KANNAWAY and any party that provided trademarks, service marks, and logos to KANNAWAY retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

1. Brand Ambassadors may not, in the course of trade, give the impression that they are acting by order or in the name of KANNAWAY. They are instead obliged to present themselves as “independent KANNAWAY Brand Ambassadors” Internet homepages, social media sites or other social media activities, headed paper, calling cards, vehicle labelling and ads, advertising materials and the like must include the addition “ independent KANNAWAY Brand Ambassador” and may not exceed the above wording by the inclusion of the KANNAWAY distinguishing marks and/or trademarks, work titles, business names or other KANNAWAY distinguishing marks. Brand Ambassadors are also prohibited from the following in the name of KANNAWAY or in the interests or on behalf of the corporation: applying for loans, incurring expenditure, entering into commitments, opening bank accounts, concluding other contracts or otherwise making binding declarations or receiving money. Brand Ambassadors will not be granted an authority to collect, nor a power of attorney to represent KANNAWAY vis-à-vis third parties. Nor are Brand Ambassadors responsible for the fulfillment of debts from a brokered business transaction.
2. Brand Ambassadors are not entitled, in the course of trade, to refer to trademarks of competing corporations negatively disparagingly or otherwise unlawfully, or to adjudge other corporations negatively or disparagingly, or to give negative, disparaging or otherwise unlawful assessments by way of headhunting Brand Ambassadors of other corporations.
3. KANNAWAY’s distinguishing marks and/or trademarks, work titles and business names or other KANNAWAY distinguishing marks may only be used within the framework of these Terms of Use. This also applies to the registration of Internet domains, the use of the KANNAWAY distinguishing marks and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks in an identical or similar, full or partial form and whose registration is not permitted without the prior written permission of KANNAWAY. KANNAWAY may require that internet domains using the name KANNAWAY and/or trademarks, work titles and business names and other KANNAWAY distinguishing marks and whose use has not been consented to in writing by KANNAWAY, be deleted and/or transferred to KANNAWAY. Only the pure acquisition costs (costs charged by the provider for the acquisition) for the domain (but not a payment for the value of the domain), will be assumed by KANNAWAY in the case of acquisition. Also forbidden is the registration of own trademarks, work titles or other protection rights which contain a KANNAWAY brand, product description, work title or business name registered in another country/region. The aforementioned prohibition applies both for identical or similar signs or products.
4. At the end of the KANNAWAY relationship, Brand Ambassadors have no further right to commission, and no further permission to act for KANNAWAY or to identify themselves as Brand Ambassadors, nor may they continue to use trademarks or other distinguishing marks or protected rights, works of copyright or domains that contain a trademark or other distinguishing marks of KANNAWAY, after the end of the KANNAWAY relationship. The inapplicability of claims for commission does not hold for contracts already successfully brokered at this point in time, which continue unaffected. Furthermore, Brand Ambassadors are not entitled, after the end of the KANNAWAY relationship, to assert sales agent indemnification payment claims or any other claims for compensation, as Brand Ambassadors are not sales agents within the meaning of the commercial code.

Prohibition of competition / Headhunting / Sale of Third-Party Services

1. A KANNAWAY Brand Ambassador shall not participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing Activities"), during the time an individual is a KANNAWAY Brand Ambassador.
2. A KANNAWAY Brand Ambassador shall not engage in any business which is competitive with KANNAWAY in any manner during the time an individual is a KANNAWAY Brand Ambassador.
3. A KANNAWAY Brand Ambassador shall not display KANNAWAY products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Brand Ambassador into believing there is a relationship between the KANNAWAY and non-KANNAWAY products or services.
4. A KANNAWAY Brand Ambassador is prohibited from headhunting other KANNAWAY Brand Ambassadors at any time, for the purpose of having such Brand Ambassadors selling other products and/or operating for other businesses.
5. A KANNAWAY Brand Ambassador is prohibited from causing any business or economic interference with any existing KANNAWAY Brand Ambassador.

Nondisclosure

Brand Ambassadors must maintain absolute secrecy as to the business and trade secrets of KANNAWAY and its structure. The term business and trade secrets includes in particular information on the downline activities, as well as the downline (genealogy) activity report and the information contained therein, the Brand Ambassador, customer and sales-partner data, as well as information on KANNAWAY's business relationships and those of its associated corporations and of other providers and suppliers. This obligation shall continue even after the termination of the Brand Ambassador relationship.

Line Protection / Bonus manipulation / Unauthorized use credit cards/ No Territorial Protection

1. Those active Brand Ambassadors who obtain new Brand Ambassadors for the sale of KANNAWAY products shall assign the new Brand Ambassadors to its structure in accordance with the provisions of the Compensation Plan and the placement preferences given therein (Brand Ambassador protection), whereby the date and time of receipt of the registration application from the new Brand Ambassadors is deemed to be decisive in terms of the allocation. The possibility of changing the "set position" of a directly or indirectly sponsored partner is not possible. Likewise a retrospective change of sponsor is not possible. If, however, KANNAWAY has erroneously deployed an incorrect sponsor during registration, an application for a change of sponsor in this case is only possible within 45 days after registration.
2. KANNAWAY is entitled to delete from its system all personal data, including the email address of sponsored Brand Ambassadors, if advertising, correspondence or emails are returned with the "address unknown," "deceased," "rejected," "unknown" etc. and the newly recruited Brand Ambassadors or the sponsor does not correct the incorrect data of the newly recruited Brand Ambassadors within a reasonable period of 14 days. Insofar as KANNAWAY incurs costs due to undeliverable advertising materials and parcels sent, it is entitled to recover such costs, except if the mistaken delivery occurred through no fault.
3. Furthermore, crossline sponsoring and attempts to perform this within the corporation is

prohibited. Crossline sponsoring means the acquisition of a natural or legal person or a non-incorporated firm that is already a Brand Ambassador at KANNAWAY in another sales line, or who has been an active Brand Ambassador within the last 6 months. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision.

4. Bonus manipulations are prohibited. These include, in particular, the sponsoring of Brand Ambassadors who do not in fact exercise KANNAWAY business (so-called “straw men” or persons that do not exist, as well as overt or disguised multiple registrations, insofar as this is prohibited. Also prohibited to this extent is the use of the name of a spouse, relative, trading name, stock corporation, non-incorporated firm, trust corporation or other third party, in order to circumvent this provision. It is also forbidden to provoke third parties into the disposal or purchase of products in order to achieve a better position in terms of the Compensation Plan, to manipulate the group bonus or to otherwise undertake bonus manipulation.

Likewise, the use of credit cards to purchase products or other services is prohibited, where they are not in the name of a Brand Ambassador.

5. Brand Ambassadors are not entitled to territorial protection.

Information Brand Ambassadors Provide

Brand Ambassadors may not post, send, submit, publish, or transmit in connection with this site any material that:

- Is the proprietary material of any third party;
- Advocates illegal activity or discusses an intent to commit an illegal act;
- Is vulgar, obscene, pornographic, or indecent;
- Does not pertain directly to this site; threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Infringes any intellectual property or other right of any entity or person, including violating anyone’s copyrights or trademarks or their rights of publicity;
- Violates any law or may be considered to violate any law;
- Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting products or services) except as may be specifically authorized on this site;
- Solicits funds, advertisers or sponsors;
- Includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- Disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
- Includes MP3 format files;
- Amounts to a ‘pyramid’ or similar scheme;
- Disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or contains hyperlinks to other sites that contain content that falls within the descriptions set forth above
- All information on products needs to be comprehensive and reflect the truth. Brand Ambassadors are prohibited from making misleading statements or false promises in any form regarding the products, whereby in particular no healing or health claims may be made, nor that the products

- may be sold as medicinal products or narcotics.
- Brand Ambassadors may make no claims about products, their prices or contractual terms, insofar as such claims have not been officially approved by KANNAWAY.
- Brand Ambassadors may only refer the consumer, for commercial purposes, to studies, letters of recommendation, test results or other persons, if they have been officially authorized both by the party cited and by KANNAWAY, and there is an accurate and complete citation, whereby no outdated or otherwise obsolete documents may be used. Studies, letters of recommendation, tests and personal references must also always be used within the context of the intended purpose.
- Brand Ambassadors may make no reference to their remuneration or the potential remuneration of other Brand Ambassadors. Furthermore, Brand Ambassadors may guarantee no remuneration or otherwise foment expectations.
- Brand Ambassadors must take into consideration a person's lack of business experience and must not in any way exploit their age, illness or limited capacity for discernment to provoke them into any agreements or obligations. Nor can minors be used in any activity for KANNAWAY.
- In the case of contact with or foreign-speaking population groups, Brand Ambassadors must take necessary consideration of their financial capacities and their ability to discern and understand linguistically, and in particular will refrain from anything that might lead to members of such groups to place orders which do not correspond to their circumstances.

Although under no obligation to do so, KANNAWAY reserves the right to monitor use of this site to determine compliance with this Agreement as well the right to remove or refuse any information for any reason. Notwithstanding these rights, Brand Ambassadors remain solely responsible for the content of your submissions. Brand Ambassadors acknowledge and agree that neither Company, nor any third party that provides Content to Company, will assume or have any liability for any action or inaction by KANNAWAY or such third party with respect to any submission.

All of KANNAWAY's presentation, advertising, training and film materials, product labels etc. (including the photographs), including the use of replicated websites / landing page as provided, are protected by copyright. Brand Ambassadors are not permitted to copy, distribute, make publicly accessible or edit [such materials, etc.] beyond the right of use contractually granted to Brand Ambassadors, either as a whole or using excerpts.

Security

Any passwords used for this site are for individual use only. Brand Ambassadors will be responsible for the security of your password (if any). KANNAWAY will be entitled to monitor your password and, at its discretion, require Brand Ambassadors to change it. If Brand Ambassadors use a password that KANNAWAY considers insecure, KANNAWAY will be entitled to require the password to be changed and/or terminate your account.

Brand Ambassadors are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If Brand Ambassadors become involved in any violation of system security, KANNAWAY reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

KANNAWAY reserves the right to investigate suspected violations of these Terms of Use.

KANNAWAY reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing KANNAWAY to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT, BRAND AMBASSADORS WAIVE AND HOLD HARMLESS KANNAWAY

FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KANNAWAY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/ OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER KANNAWAY OR LAW ENFORCEMENT AUTHORITIES.

Limitation on Liability

KANNAWAY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF KANNAWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT BRAND AMBASSADORS HAVE PAID TO KANNAWAY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

Brand Ambassadors will indemnify and hold KANNAWAY, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the "Indemnified Parties") harmless from any breach of this Agreement by Brand Ambassadors, including any use of Content other than as expressly authorized in this Agreement. Brand Ambassadors agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and Brand Ambassadors agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, of the Indemnified Parties in connection therewith. Brand Ambassadors will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

Law & Jurisdiction

This Agreement will be governed and interpreted pursuant to the laws of California, United States of America, notwithstanding any principles of conflicts of law. Brand Ambassadors specifically consent to personal jurisdiction in California, United States of America, in connection with any dispute between Brand Ambassadors and KANNAWAY arising out of this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree the exclusive venue for any dispute between the parties arising out of or relating to this Agreement or pertaining to the subject matter of this Agreement will be in the state of federal courts in California.

Miscellaneous

1. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. KANNAWAY may revise the terms of this Agreement at any time by updating this posting.

2. If these Terms of Use are translated into any other language, and there are contradictions in any provision between the English and the translated versions, the English version shall always prevail.
3. Any request from a Brand Ambassador for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.
4. In the case of invalidity or incompleteness of a clause of these General Conditions regarding Sales Partners, this shall not render the entire contract ineffective. Rather, the ineffective clause shall be replaced by one that is effective and which comes closest to the meaning of the invalid provision in an economic sense. The same is for the closure any loopholes in the provisions in need of closure.
5. Amendments or additions to these General Conditions regarding Sales Partners must otherwise be given in writing. This also applies for the revocation of the written-form requirement.
6. KANNAWAY is entitled to amend the General Conditions regarding Sales Partners at any time
7. KANNAWAY will announce amendments with reasonable notice. The Brand Ambassadors have the right to object to the amendment. In the event of an objection, the Brand Ambassadors are entitled to terminate the contract at the time of entry into force of the amendment. If they do not terminate the contract within four weeks after the date of entry into force of the amendment, the Brand Ambassadors are expressly deemed to have accepted the amendment.

Disclaimer

Brand Ambassadors understand that KANNAWAY cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties.

Brand Ambassadors are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. KANNAWAY does not assume any responsibility or risk for your use of the Internet.

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