

## TERMS OF USE

Last updated: **July 18, 2022**

These terms of use, including the Schwazze Privacy Policy, Cookie Policy, and the Privacy Notice for California Residents (hereinafter, the “**Terms**”) govern your access to and use of any of the following websites: <https://www.schwazze.com>, <https://emeraldfields.com/>, <https://www.purplebees.com/>, and <https://rgreenleaf.com/> (each individually, the “**Website**”), associated Content (as defined below), and your enrollment in and use of the Gratify Rewards Program (“**Program**”) (collectively, the “**Service**”), and constitute the entire, complete, and binding agreement between you and us (as defined below) with respect to the Service. The offer of the Service to you is conditioned upon your acceptance of these Terms.

Medicine Man Technologies, Inc., a Nevada corporation, d.b.a. Schwazze (“**Schwazze**”), owns and operates the Service. The terms “we”, “us”, and “our” also refer to Schwazze and its affiliated companies, including without limitation SBUD, LLC d.b.a. Star Buds, Emerald Fields Merger Sub, LLC d.b.a. Emerald Fields, and PBS Holdco, LLC d.b.a. Purplebees. The term “you” refers to the person visiting this Website and/or enrolling in or using the Program.

**THESE TERMS INCLUDE AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. CAREFULLY REVIEW SECTION 13 ENTITLED “DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER” BEFORE YOU AGREE TO THESE TERMS.**

BY USING THE SERVICE FOR ANY PURPOSE AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY. PLEASE ASK US ANY QUESTIONS YOU MAY HAVE BY WRITING AN EMAIL TO: [legal@schwazze.com](mailto:legal@schwazze.com).

### **1. WHO MAY USE THE SERVICE**

By accessing or using the Service, you represent that you are at least 21 years of age and have full legal capacity. If you are under 21 years of age, you may NOT use the Service. The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have previously banned you.

### **2. LOCATION; CHANGES; DURATION**

#### **2.1 Location**

The Service is provided to and accessed by users solely at our business location in Denver, Denver County, Colorado, United States of America and elsewhere in the United States (the “**Business Location**”). You agree that, by accessing and using the Service, or any part thereof, you are choosing of your own volition to accept to be bound by these Terms and that you are availing

yourself of the Service at the Business Location. We make no representations or warranties that the Service is appropriate or available for users accessing the Service at the Business Location from any location outside the United States. BEFORE YOU ATTEMPT TO ACCESS THE SERVICE FROM ANY LOCATION OUTSIDE THE UNITED STATES, BE AWARE THAT THE SERVICE MAY CONTAIN CONTENT OR LINKS THAT ARE NOT AVAILABLE, OR THAT ARE PROHIBITED, IN THE LOCATION OUTSIDE THE UNITED STATES; AND THAT YOU THEREFORE ACCESS THE SERVICE SOLELY AT YOUR OWN RISK.

## **2.2 Changes**

We reserve the right to modify, amend, or otherwise change these Terms, in whole or in part, at any time and at our sole discretion. Such changes to the Terms will take effect as of the “Last updated” date stated at the beginning of these Terms. Each time you access the Service or each day you stay enrolled in the Program, you agree to be bound by the most current version of the Terms. However, it is ultimately your responsibility to review the Terms for any changes before using the Service. You may not change any elements of the Terms without our prior written consent. By continuing to use the Service, you thereby consent to any and all updates to the Terms.

## **2.3 Duration**

Upon any access or use of the Service, the Terms remain thereafter in full force and effect in respect of such access or use, as they may be updated from time to time.

## **3. USE OF THE SERVICE**

### **3.1 Limited License to Use the Service**

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by us, our third-party providers and other respective owners, if any.

Subject to all conditions, restrictions, and eligibility requirements described herein, we grant you a limited, non-transferrable, non-exclusive, royalty-free, worldwide, revocable license to access and use the Service for your own lawful, personal, and non-commercial purposes. This license is not a sale and does not grant any ownership right, title, interest, or any other rights in the Service.

If you breach any of these Terms, the above license will terminate automatically.

### **3.2 Information About You**

We may receive, gather, collect, retain, disclose, and otherwise use, certain personally-identifying and other information about you in a manner governed by our Privacy Policy and Cookie Policy. We may use such information without monetary compensation to you and in consideration for the various services and Content provided or made available to you through the Website or the Program.

If you want to use certain features of the Service, you may have to provide information such as your full name, email address, company (optional), shipping address, telephone number, payment information, and billing address.

You are solely responsible for the safekeeping of your information, and you agree to supervise and take full responsibility for any use of your information by you or anyone other than you (whether authorized by you or not). YOU ACKNOWLEDGE AND AGREE THAT: (1) NONE OF SCHWAZZE OR ANY AFFILIATE OR PARTNER WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR INFORMATION; AND, (2) THE UNAUTHORIZED USE OF YOUR INFORMATION COULD CAUSE YOU TO INCUR LIABILITY TO SCHWAZZE.

### **3.3 Restrictions on Your Use of the Service**

You agree that you will NOT use the Service, or any portion(s) thereof in any way not expressly permitted by these Terms or in any way that violates the governing law or any other applicable local, state, national and international laws and regulations of your residence and location; and that if you do, we reserve the right to terminate your access to and use of the Service, and you may be subject to various liabilities under the applicable laws. Specifically, you represent, warrant, and agree that you will NOT:

- (a) use the Service in a way that violates any law or infringes the rights of any person;
- (b) use the Service to sell access to the Service, gain advertising or subscription revenues, or collect, data-mine, or harvest personally identifiable information for your profit;
- (c) act as an agent, affiliate, or representative of us or the Service;
- (d) suggest or imply that we or the Service have any relationship or affiliation with any other company or services, or that we endorse, sponsor, or recommend the Contents, products or services on any website, webpage, or other platform;
- (e) modify, translate, adapt, edit, transform, or otherwise create derivative works of or from any part of the Service;
- (f) circumvent, hack, disable, decompile, reverse-engineer, DDOS attack, password sniff, inject malicious code into, or interfere in any way with security-related features, robot-exclusion headers, technical measures, algorithms, source code, or digital rights management tools that restrict or limit use or copying of the Service;
- (g) impose, in our opinion, an unreasonable or disproportionately large burden on our infrastructure;
- (h) deep-link to any portion of the Service for any purpose; and,
- (i) frame, mirror, or otherwise incorporate any part of the Service into any other website, webpage, mobile application, product, or service unless you have Schwazze's express permission to do so.

Additionally, you acknowledge and agree that you (and not we) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

## **4. CONTENT**

### **4.1 Definition of Content**

“**Content**” here means any information available on or transmitted through the Service, including, without limitation, the following: ideas, data, text, tags, script, posts, messages, comments, questions, slogans, newsletters, descriptions, pricing, tables, statistics, rankings, ratings, reviews, lists, maps, spreadsheets, models, pictures, photographs, presentations, drawings, graphics, logos, designs, brands, images, buttons, icons, widgets, interfaces, applications, application programming interfaces (“**APIs**”), software, source code, object code, digital files, compilations, compositions, sounds, sound recordings, audio clips, music, jingles, spoken word, performances, speeches, audio-visual works, interactive works, games, video games, movies, films, shows, videos, video clips, commercials, infomercials, advertisements, and all other materials, features and functions available on or through the Website, or any other content through the Website that is copyrighted and/or trademarked work of Schwazze or its affiliates.

### **4.2 Content of Schwazze or Our Affiliates**

One or more of Schwazze, or our affiliates or licensors, own all Content, and we reserve the right to change or remove such Content from the Website for any reason and without notice to you. You may NOT reproduce Content found on the Website in other websites or platforms without obtaining our prior written consent.

## **5. ELECTRONIC COMMUNICATIONS**

This section does not apply to information supplied by you to the Service that can identify you personally. Schwazze believes in protecting your privacy. Please visit our current Privacy Policy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments, or suggestions to us, whether by letter, email, telephone, through the contact form on our Website, or otherwise (collectively, “**Feedback**”), all such **Feedback** is, and will be treated as non-confidential and non-proprietary. You hereby assign to Schwazze all right, title, and interest in, and Schwazze is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the **Feedback**, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such **Feedback**. You also understand and agree that Schwazze is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the **Feedback**, and you have no right to compel such use, display, reproduction, or distribution. We may use aggregated and statistical data derived from Website usage.

## **6. LINKS**

### **6.1 Links to Third-Party Websites**

The Service may contain links and advertisements to other websites, webpages, smartphone applications, services, products, and other resources. We have no control over such third-party websites or resources, and you acknowledge and agree that we are not responsible for the availability of such websites, webpages, services, products, or resources, and do not endorse and are not responsible or liable for any information, content, advertising, products, or other materials on or available therefrom. You also acknowledge and agree that we will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or resource. Moreover, your correspondence and business dealings with other third parties found on our or through the Service, including payment and delivery of any advertised goods or services—and any other terms, conditions, warranties, or representations associated with such dealings—are solely between you and such other user or third party. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such users or other third parties on our Website.

### **6.2 Links From Third-Party Websites to Our Websites**

Unless we provide you with written consent giving you broader rights to link or advertise the Service on third-party websites, you may only link or hyperlink to the Service elsewhere on the Internet and World Wide Web for non-commercial purposes. In doing so, you may NOT use any of our trademarks or trade names except in a plainly descriptive manner.

You may link to the Service only in compliance with these Terms, and only in the following instances:

- (a) The link does not reproduce the Content, totally or partially, in any way;
- (b) The link does not contain false, inaccurate or incorrect statements about us or the Service, in particular, statements that imply that we in any way authorize or approve the provision of the link, or the products or services of the third party where the link is provided;
- (c) The look and feel of all Content that accompanies the link or is on the same page as the link (for example, the entire article in which the link appears, even if it is not all on the same page as the link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with Schwazze's or its affiliates' names, reputations, or any of their trademarks, trade names or service marks, as determined by Schwazze in its sole discretion; and
- (d) The third-party websites or resources where you link the Service do not contain or promote illicit, illegal, vulgar, obscene, sexual, erotic, pornographic, degrading, or otherwise inappropriate Content, or racially, ethnically, or otherwise inappropriately discriminatory language as determined by us in our sole discretion.

We may revoke our consent to a link at any time, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within three (3) business days) remove all affected links from your website.

## **7. INVESTMENT DECISIONS**

THE MATERIALS AND INFORMATION PROVIDED IN THIS WEBSITE, OR THROUGH THE PROGRAM, ARE INTENDED FOR INFORMATION PURPOSES ONLY AND ARE NOT AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY SECURITIES. Nothing in this Website should be read to qualify, amend, modify, or supplement the information which may be available to you pursuant to Schwazze's public securities disclosures or any privately provided investment document. The information set out in this Website should not be used for the purpose of making investment decisions with respect to Schwazze.

## **8. INTELLECTUAL PROPERTY RIGHTS**

Any trademarks and service marks, trade names, trade dresses, copyrighted works of authorship, rights of publicity, patents, know-how, trade secrets, and proprietary ideas that are displayed, performed, transmitted, or otherwise appearing on the Service (collectively, the "IP") are owned by Schwazze, licensed to Schwazze, or used by Schwazze in a merely descriptive manner, under the fair use doctrine, under the first-sale doctrine, by virtue of being in the public domain, or in accordance with another legal exception or exemption. Other than as expressly allowed by us in writing, nothing herein or in the Service may be implied as granting any license, assignment, or right to copy or use of our trade name or any of our IP without our prior written authorization. Any unauthorized reproduction or distribution of the Service or Content that you do not own, or parts thereof, is expressly prohibited and may result in civil litigation, damages, injunctive relief and possibly even criminal penalties under law. Please inform us if you become aware of any infringement or violation of intellectual property rights, by emailing us at: [legal@schwazze.com](mailto:legal@schwazze.com).

## **9. INDEMNIFICATION**

You agree to defend, indemnify, reimburse, and hold harmless Schwazze as well as its shareholders, officers, employees, agents, advisors, subsidiaries, affiliates, assignors, and licensors from and against any and all claims, causes of action, actions, demands, liabilities, damages, losses, fines, penalties, costs and expenses of any kind, and settlements, including without limitation attorney, paralegal, expert witness, investigation, and accounting fees and costs, arising out of or in any way relating to: (i) your use (or misuse) of and access to the Service, (ii) your breach of any provision in these Terms, (iii) any of your representations or warranties made herein, (iv) your violation of any applicable law, rule, or regulation, or rights of any third party, (v) any claim that any information provided by you to us in connection with the Service, including the Content or the Program, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, violation of any common law or statutory right of privacy or publicity, or violation of any federal or state consumer protection law; and/or (vi) any dispute that you have with any third party relating in any way to or in connection with the Service. We will have the option to assume the exclusive defense and control of any action to which Schwazze is named a party, and you agree to cooperate with us in asserting any available defenses we find appropriate.

NOTHING STATED IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS.

**10. DISCLAIMERS AND LIMITATION OF LIABILITY**

THE WEBSITE, THE CONTENT PUBLISHED WITHIN THE WEBSITE, OR THE CONTENT PUBLISHED THROUGH PROGRAM MAY INCLUDE INACCURACIES OR ERRORS. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY, OR INTEGRITY OF THE SERVICE, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM US, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL SCHWAZZE (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR OTHERWISE ARISING OUT OF OR RELATING TO THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF SCHWAZZE HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT SHALL SCHWAZZE (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN EXCESS OF \$100.00. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**CALIFORNIA RESIDENTS**—IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**ACCESSING FROM NEW JERSEY**—IF YOU ARE ACCESSING THE SERVICE FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE; (B) IRREVOCABLY WAIVE ALL LOSSES OF INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE WEBSITE OR YOUR RECEIPT OF EMAILS AND TEXT MESSAGES FROM US; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE SCHWAZZE AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST US FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF SCHWAZZE AND ITS AFFILIATES AND ITS AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

## **11. MODIFICATION OF THE WEBSITE**

At any time and in our sole discretion, we may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension, or discontinuance.

## **12. ENFORCEMENT**

The remedies available to us in these Terms are cumulative and in addition to any others available to us. We may seek all remedies available to us at law and in equity for any violation of these Terms. We may suspend, terminate, or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data, or persons to and otherwise cooperate with: (i) law enforcement authorities; (ii) system administrators at Internet service providers, networks or computing facilities; and (iii) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, phone number, IP address, or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors, or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena, or other legal process or governmental or regulatory request.

## **13. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

### **13.1 Governing Law**

With the exception of certain matters governed by the Federal Arbitration Act (“FAA”) as described below, these Terms, and any and all claims, disputes, or other legal proceedings by or between you and us (including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service), shall be governed by and construed in accordance with the laws of Colorado, without regard to any principles of conflicts of law.

### **13.2 Arbitration Provision and Class Action Waiver**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY USING THIS WEBSITE OR THE SERVICE, ENROLLING IN OR USING THE PROGRAM, OR OTHERWISE AGREEING TO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN**

INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

You and we agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms, your use of the Website, Service, or Program (including, but not limited to, your receipt of texts or calls through the Program or any other texts or calls you have ever received from or on behalf of us), or your and our dealings with one another shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section.

This agreement to arbitrate is intended to be interpreted broadly. YOU AND WE AGREE THAT “CLAIMS” AND “DISPUTES” SUBJECT TO THIS ARBITRATION PROVISION THEREFORE ARE TO BE GIVEN THE BROADEST POSSIBLE MEANING AND INCLUDE CLAIMS OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INITIAL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS, AND CLAIMS BASED ON ANY CONSTITUTION, STATUTE, REGULATION, ORDINANCE, COMMON LAW RULE (INCLUDING RULES RELATING TO CONTRACTS, TORTS, NEGLIGENCE, FRAUD, OR ANY OTHER INTENTIONAL WRONGS) AND EQUITY. THEY INCLUDE CLAIMS AND DISPUTES THAT SEEK RELIEF OF ANY TYPE, INCLUDING DAMAGES AND/OR INJUNCTIVE, DECLARATORY, OR OTHER EQUITABLE RELIEF.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. The arbitration will be conducted by Judicial Arbitrator Group, Inc. (“JAG”) using one arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAG arbitrators in accordance with the Arbitration Rules and Procedures of JAG. If JAG is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that you and we both agree upon in writing or that is appointed pursuant to section 5 of the FAA.

For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and we must abide by the following rules: (a) the arbitration shall be conducted solely based on telephone or video/online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in the County of Denver, State of Colorado, unless you and Schwazze otherwise agree in writing. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

There is no judge or jury in arbitration. Generally, arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor we will be able to have a court or jury trial or participate in a class action or class arbitration. You and we each understand and agree that by agreeing to resolve any dispute through individual arbitration, YOU AND WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS

ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING. The arbitrator may not consolidate the claims of multiple parties.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR USE OF THE WEBSITE, SERVICE, OR PROGRAM, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.

You and we agree that all challenges to the validity and applicability of the arbitration provision—i.e. whether a particular claim or dispute is subject to arbitration—shall be determined exclusively by the arbitrator. *Notwithstanding any provision in these terms to the contrary, you and we agree that if the class action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and any proceeding shall be brought and proceed exclusively in the state and federal courts of competent jurisdiction located in the County of Denver, State of Colorado.* If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding shall be brought and proceed exclusively in the state and federal courts of competent jurisdiction located in the County of Denver, State of Colorado, and you and we agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you and we still waive any right to a jury trial and waive any right to initiate or proceed in a class or collective action. You also remain bound by any and all limitations on liability and damages included in these Terms. This arbitration agreement and class action waiver shall survive termination of your use of the Website, Service, or Program, and/or termination of our dealings with you.

This arbitration agreement involves interstate commerce and, therefore, shall be governed by the FAA, 9 U.S.C. §§ 1-16, and not by state law. THE ARBITRATOR WILL FOLLOW APPLICABLE SUBSTANTIVE LAW TO THE EXTENT CONSISTENT WITH THE FAA, APPLICABLE STATUTES OF LIMITATION AND APPLICABLE PRIVILEGE RULES, AND SHALL BE AUTHORIZED TO AWARD ALL REMEDIES AVAILABLE IN AN INDIVIDUAL LAWSUIT UNDER APPLICABLE SUBSTANTIVE LAW, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES, AS WELL AS, DECLARATORY, INJUNCTIVE, AND OTHER EQUITABLE RELIEF—INCLUDING PUBLIC INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS. Information on AAA and how to start arbitration can be found at [www.adr.org](http://www.adr.org) or by calling 800-778-7879.

AN INTENDED BENEFICIARY OF THIS ARBITRATION PROVISION MAY ENFORCE IT IN FULL WITH RESPECT TO ANY CLAIMS BETWEEN THEM ON THE ONE HAND AND YOU ON THE OTHER ARISING FROM OR IN ANY WAY RELATING TO THE SERVICE, OUR DEALINGS WITH YOU, OR THIS ARBITRATION PROVISION. INTENDED BENEFICIARIES ARE OUR AGENTS, PRINCIPALS, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, GOVERNORS, MANAGERS, AND MEMBERS. INTENDED

BENEFICIARIES ALSO ARE OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSEES, ATTORNEYS, PREDECESSORS, SUCCESSORS, JOINT VENTURERS, CONTRACTORS, ASSIGNS, DESIGNEES, SERVICERS, AND SERVICE PROVIDERS. A SERVICE PROVIDER IS ANY THIRD-PARTY PROVIDING US OR ANY INTENDED BENEFICIARY ANY GOODS OR SERVICES ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICE, OUR DEALINGS WITH YOU, OR THIS ARBITRATION PROVISION. INTENDED BENEFICIARIES INCLUDE PAST, PRESENT, AND FUTURE PERSONS LISTED IN THIS PARAGRAPH. THIS ARBITRATION PROVISION MAY BE ENFORCED BY OR AGAINST ANY PERSON OR ENTITY PURPORTING TO BRING CLAIMS ON YOUR BEHALF, INCLUDING ANY AGENT, REPRESENTATIVE, GUARDIAN, OR TRUSTEE. THIS ARBITRATION PROVISION MAY ALSO BE ENFORCED BY OR AGAINST ANY PERSON OR ENTITY WHO ACQUIRES ANY RIGHT OR INTEREST THAT, BUT FOR THE TRANSFER OF THE RIGHT OR INTEREST, WOULD HAVE BELONGED TO US OR AN INTENDED BENEFICIARY OF THIS ARBITRATION PROVISION.

IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST USE OUR WEBSITE OR SERVICE, OR FIRST ENROLL IN THE PROGRAM (WHICHEVER IS EARLIER), YOU MUST SEND US AN EMAIL STATING “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE” AT THE FOLLOWING EMAIL ADDRESS AND MUST INCLUDE YOUR FULL NAME AND MAILING ADDRESS:

[legal@schwazze.com](mailto:legal@schwazze.com)

If you do not opt-out within 45 days of the earliest of the dates that you first use the Website or Service, or you first sign up for the Program, then you are not eligible to opt-out of this arbitration agreement. In the event you opt-out of the arbitration agreement, you agree to litigate exclusively in the state or federal courts of competent jurisdiction located in the County of Denver, State of Colorado and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms.

### **13.3 Irreparable Harm**

Notwithstanding Section 13.2, you acknowledge that unauthorized use of the Service or other breach of these Terms could result in immediate and irreparable damage to Schwazze, and that money damages alone would be inadequate to compensate Schwazze. Therefore, in the event of your breach or threatened breach of any provision of these Terms, Schwazze may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

## **14. GRATIFY REWARDS PROGRAM (“PROGRAM”)**

By joining or using the Program you agree to and are bound by the terms, conditions, policies, and notices contained in these Terms, and you acknowledge that information will be processed as set forth in our Privacy Policy. If you do not agree to these Terms, do not enroll in or use the Program.

Schwazze owns and operates the retail stores Star Buds, Emerald Fields, and R. Greenleaf Organics. AlpinelQ owns and operates the Program.

#### 14.1 How to Sign Up and Opt Out

Subject to the terms and conditions herein, the Program is available to customers of dispensaries participating in the Gratify Rewards program. This includes adult-use purchasers 21 years of age and older who are either: (i) new dispensary customers or (ii) existing customers who enroll in this Program via <https://lab.alpineiq.com/joinMembers/1653>. It is free to join.

By signing up for the Program, you may receive texts, calls, emails, and push notifications from us. You may opt out of communications at any time but may still remain part of the Program. **Reply “STOP” to any text message to unsubscribe from future texts.** You agree to and will then receive a single final text message confirming your opt-out from future texts. To opt-out of promotional emails, use one of the methods described in our Privacy Policy.

By providing your mobile phone number and signing up for the Program, you provided your express written consent to receive informational and marketing calls and text messages from or on behalf of us—including calls and texts made using an autodialer, an automated system for the selection or dialing of telephone numbers, or an artificial or prerecorded voice—to the wireless number you provided. Your consent is not required to make a purchase. If you provided your email address, you also agreed to receive promotional emails from us.

You acknowledge that we may or may not monitor or screen mobile message content you provide, but shall have the right, without obligation and in our sole discretion, to monitor, screen, or refuse any content you make available, including content that violates these Terms. By opting in to the Program, you are representing to us that the mobile number you provided is one for which you are authorized to provide consent to receive texts and calls from us. You agree that if and before you disconnect or transfer your mobile number, you will send all necessary messages or short codes to us in order to stop future messages from being sent to that number.

You agree that you are allowing the Program and its third-party technology provider, Alpine IQ, to retain your personal contact details, engagement history, and history of purchased product for use in personalized marketing. Standard message and data rates may apply.

Upon enrollment and subject to compliance with applicable law, you may receive, at our sole and reasonable discretion, as set forth in detail below, free branded merchandise, exclusive offers, communications, and early exclusive previews of products.

To sign up, you must create an Account for the Program by providing all information requested, including a valid name and mobile phone number (“Loyalty Account”).

Only one (1) Loyalty Account per person/phone number. Any person attempting to obtain or use more than one Loyalty Account, phone number, identity, registration, or log-in, may be disqualified from participating in the Program at our sole discretion. We are not responsible for any incorrect or inaccurate information supplied by you. You represent and warrant that all registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information at all times. You may not create more than one Loyalty Account.

As part of the Program enrollment, you will be required to provide your name and mobile phone number.

To cancel your Loyalty Account, please email us at [rewards@schwazze.com](mailto:rewards@schwazze.com).

## **14.2 How to Accrue Points**

Customers will accrue one (1) loyalty point (each, a “Point”) for every \$1 spent on the total qualifying purchase of both cannabis and non-cannabis products (not including discounts, returns, credits, delivery fees, and taxes) made at any participating, qualifying dispensaries owned by Schwazze (and such other stores as may be designated by us in our discretion, subject to such states' applicable legal requirements) when the transaction is rung under Customer's Loyalty Account, except as set forth in detail herein. You must tell the employee engaged at time of purchase that you wish to use your points or would like to sign up.

Offer values and rewards may not be combined with other offers and discounts, unless otherwise stated at the time of redemption.

You can track Points via Customer's Wallet and native app that can be accessed via the secured weblink sent to your mobile phone upon enrollment.

From time to time, and at our sole discretion, the Program may offer other methods of accruing and redeeming Points and you may occasionally receive complimentary offer incentives. Incentive offers may be issued in recognition of various events, such as birthdays and anniversaries. You will be notified of offer eligibility via email and/or text. Any methods of accruing and redeeming Points are subject to these Terms and any additional terms listed on the Wallet or otherwise presented in connection with the description of the applicable Point accruing and redeeming method, if any (“Additional Terms”). Not all accrual activities will be available to all Customers. In the event of any conflict between these Terms and any Additional Terms, these Terms shall control. We reserve the right, at any time in our sole discretion and without notice to you, to modify, suspend or discontinue the Program. We may also impose rules for and limits on membership to the Program or restrict your access to the Program without notice or penalty. You agree that, to the fullest extent allowed by applicable law, we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Program.

## **14.3 How to Redeem Points**

To redeem an offer or reward, Customers must let the budtender know that they are a Program member and that they wish to redeem their points or award at the time of the qualifying transaction.

Points are subtracted from the Customer's Loyalty Account balance at the time of redemption.

In the event of a dispute concerning the identity of a Customer, the Customer will be declared the registered Loyalty Account holder of the phone number associated with the Loyalty Account, but only if that person meets all other eligibility criteria.

The Points are exclusive to the participating, qualifying Star Buds, Emerald Fields, and R. Greenleaf Organics retail stores.

There is no maximum on the amount of Points you can earn. However, your points will expire and be removed from your Loyalty Account after 180 consecutive days of having no qualifying purchase in your Loyalty Account. Any qualifying purchase posted to your Loyalty Account will extend your Point(s) expiration date for 180 days from the posting date.

Points will be converted in the following increments: 100, 250, 500, 750, 1000. All redemptions are subject to applicable law. We are NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW.

Points are non-transferable and can be redeemed only by the Customer associated with the Loyalty Account. The Customer name on the Loyalty Account must match the valid picture ID (driver's license, passport, etc.) that matches the name printed on the Loyalty Account presented at the time of purchase. If the ID does not correspond to the Loyalty Account name, the Points cannot be redeemed.

Points must be redeemed in a single transaction and will be surrendered to Gratisfy Rewards at the time of purchase. If the entire redemption amount is not used, any unused Points can be saved and used for your next purchase. The unused Points cannot be credited to any Loyalty Account, redeemed for cash or merchandise credit.

Points will not be refunded with returns if Points were redeemed during such transaction. Points have no cash value and cannot be credited to a Loyalty Account or redeemed for cash.

Points are not valid on and cannot be redeemed for: (1) Previous purchases; or (2) taxes or processing charges.

Lost or stolen Points will not be replaced. You agree that you are solely responsible for maintaining the confidentiality of your Loyalty Account login information and are fully responsible for all activities that occur under your Loyalty Account. You agree to immediately notify Gratisfy Rewards of any unauthorized use, or suspected unauthorized use, of your Loyalty Account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with the above requirements. We may suspend or terminate access to your Loyalty Account in our sole and absolute discretion. In the case that your Loyalty Account is terminated, these Terms shall remain, to the extent applicable, in full force and effect.

Points cannot be sold or otherwise bartered.

We reserve the right to alter and/or discontinue the Program at any time without notice.

If the total sale is greater than the Points being redeemed, you must provide payment prior to completing the transaction.

You shall have the responsibility of ensuring that your Points are properly credited at the time of your purchase. If you believe that Points were not properly accrued to your Loyalty Account, you must notify us or AlpinelQ and any claim for Points not credited accurately must be received within six (6) months of the date of claimed accrual of Points. We shall have no liability for any printing, production, typographical, mechanical or other errors or for any delay or failure to credit

Points to your Loyalty Account. You may also email [friends@alpineiq.com](mailto:friends@alpineiq.com) for any Point discrepancies.

#### **14.4 Disqualifying Activities**

We are entitled to take any action we consider appropriate in our sole discretion, including removing or suspending your Loyalty Account and canceling Points accrued if we detect any disqualifying activity concerning your Loyalty Account including but not limited to:

- (i) engaging in illegal or fraudulent activities;
- (ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to us;
- (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Points other than in accordance with these terms and conditions; or
- (iv) excessive accruing of Points (via fraud or other means).

#### **14.5 Other Terms**

THE PROGRAM IS SUBJECT TO APPLICABLE LAW AND APPROVAL BY INDIVIDUAL U.S. STATES. WE ARE NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW. WE RESERVE THE RIGHT TO DISCONTINUE THE PROGRAM, FOR ANY REASON, AT ANY TIME, WITHOUT NOTICE.

We are not responsible for: (a) misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due communications or other Program-related materials whether caused by Customers, wireless carriers, Internet Service Providers (“ISP”) or unauthorized human intervention; (b) any damage to a dispensary partner or other person's computer system or digital device which is caused or occasioned by participating in the Program or attempting to redeem Points; (c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless carriers, websites or other connections, availability or accessibility problems arising in connection with or over the course of the Program; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, digital device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in these Terms, any Program advertisement, on the Wallet or other materials; (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by tampering or hacking, or by any equipment or programming associated with, or utilized in the Program, including, without limitation, redemptions that are submitted by automated computer programs or

other illegitimate means; or (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information.

If you have any questions or concerns regarding the Program, please contact us at [rewards@schwazze.com](mailto:rewards@schwazze.com).

We reserve the right to terminate a Customer's Program membership, and void any Points accumulated in such Loyalty Account(s), if, in our sole discretion, the Customer appears to have violated any of the Terms or any applicable law, or earns Points via deception, forgery, fraud, or commit any other abuse of the Program. We reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

We reserve the right, without prior notice and at any time, to terminate the Program, in whole or in part, or modify or suspend the Program, or any portion thereof, in any way, if it determines, in its sole discretion, that the Program is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Program.

We reserve the right, in our sole discretion, to cancel, change, modify or discontinue the Program, in whole or in part, including any terms, rules, features, benefits, rewards, conditions of participation, the Point accruing/accumulation ratio, the Point redemption policy, and the Point expiration policy, or any other aspect of the Program, in whole or in part, at any time, with or without advance notice, even though changes may affect the value of the Points and rewards already accumulated. We may make changes to any element of the Program to correct for typographical, printing or other errors and you waive any rights relating to same. Any changes will become effective immediately upon posting the revisions. At all times, Customers are solely responsible for remaining knowledgeable about and in compliance with these Terms. Your use of the Program or Points after we post any changes constitutes your agreement to those changes and your agreement to be bound by any such revisions.

Intellectual property and Program structure are owned by us and subject to these Terms.

Only the type and quantity of Points described in these Terms will be awarded.

This section (along with others, as provided, in these Terms) will survive any termination, discontinuation, or cancellation, of the Program or your Loyalty Account.

## **15. GENERAL PROVISIONS**

### **15.1 Relationship of the Parties**

No agency, partnership, joint venture, or employment relationship is created or exists between you and Schwazze or our affiliates unless expressly stated in another agreement.

### **15.2 Waivers**

The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. For any waiver of compliance with these Terms to be binding, we

must provide you with written notice of such waiver through one of our authorized representatives.

However, such waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.

### **15.3 Entire Agreement**

These Terms (and your prior express written consent if you enrolled in the Program) constitute the full agreement in respect of your use of the Service, and supersede any other communication, understanding or agreement between you and us concerning the Service.

### **15.4 Severability**

If any provision of these Terms is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that these Terms will otherwise remain in full force and effect.

### **15.5 Assignments**

You may not assign or transfer the Terms or any licenses and rights discussed herein. Any attempt by you to assign, transfer, delegate, or sublicense the Terms, or any part thereof, without such consent will be null and void. We may assign, transfer, delegate, or sublicense the Terms or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, as well as their successors and permitted assigns.

### **15.6 Notices**

All notices we are required to give you may be delivered electronically by email or through the Website. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address. Notices we send you will be deemed delivered when emailed or transmitted by us.

All notices, approvals, requests or demands you make to Schwazze, shall be in writing, and shall be sent by express courier as follows:

Schwazze  
4880 Havana Street, Suite 201  
Denver, CO 80239, United States  
United States of America  
Attn: Shane Sampson

### **15.7 All Rights Reserved**

All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any relevant jurisdiction, including criminal prosecution where available.

[END OF TERMS]