

TERMS OF USE

Last updated: June 14, 2019

These Terms of Use apply to <http://www.drinkcann.com> (the “Site”). The Site is the property of SOCALI Manufacturing, Inc (“the Company,” “Us,” “Our,” and/or “We”), and its affiliates, subsidiaries, parent company, and other related companies. The Company operates the Site, an online e-commerce platform connecting lawfully compliant Users and providing educational information to lawfully compliant Users (the “Services”). Certain features of the Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site or Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. References to “you”, “your” and “User” refer to you, a user of our Site and/or Services.

THESE TERMS OF USE (“AGREEMENT”) SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE AGREEMENT IF YOU DO NOT HAVE THE CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES. IF YOU ARE USING THE SITE OR SERVICES ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH COMPANY, ENTITY, OR ORGANIZATION WITH THE AUTHORITY TO BIND IT TO THIS AGREEMENT.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. IMPORTANT DISCLAIMERS.

1.1 Acknowledgement of Federal Law: User expressly acknowledges that the Site and Service is for residents of the State of California only. You expressly acknowledge that you are familiar and assume full responsibility for cooperating with all laws regarding the use, possession and consumption of medical or recreational cannabis of the State of California and your local municipality. You are responsible for ensuring that your use of the Site and Services is compliant with all applicable laws and regulations, as well as any and all privacy policies, agreements, or

other obligations you may maintain or enter into with applicable third-parties. User acknowledges that cannabis is included on Schedule I under the United States Controlled Substances Act. Under the federal laws of the United States of America use, possession and consumption of cannabis is illegal, and individuals are subject to arrest and/or prosecution by applicable federal enforcement agencies. User also acknowledges that the interstate transportation of cannabis is a federal offense.

1.2 Use. The Site and the Service is controlled and operated by the Company. The Company makes no representation that any of the materials or the Service to which you have been given access are available or appropriate for use in Your location. Your use of or access to the Service should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY SHALL NOT LIMIT THE MORE GENERAL DISCLAIMERS AND LIMITATIONS ON LIABILITY IN SECTIONS 8 AND 9 OR ELSEWHERE IN THIS AGREEMENT.

2. ACCESS TO THE SITE AND/OR THE SERVICE.

2.1 Eligibility. In order to use and enjoy the Site and/or the Service, you must be 21 years of age or older.

3. SITE.

3.1 License. Subject to the terms of this Agreement, Company grants you a non-assignable, non-transferable, non-licensable, non-sublicensable, non-exclusive license to use the Site and Services for your personal and internal business use.

3.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Site or Services; (c) you shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Any future release, update, or other addition to the functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof.

3.3 Modification. The Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof.

3.4 Ownership. You acknowledge that all the intellectual property rights in the Site and Services are owned by the Company or the Company's licensors. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by

the Company or its licensors, except for the licenses and rights expressly granted in this Agreement.

4. COMMUNICATIONS.

4.1 Email Communication. You agree that we may send you emails concerning our products and services, as well as those of third parties, and you may send emails to our designated email addresses (the “**Email Communication**”). You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

4.2 Feedback. If you provide the Company any feedback or suggestions regarding the Site or Services (“**Feedback**”), you hereby assign to the Company all rights in the Feedback and agree that We shall have the right to use such Feedback and related information in any manner it deems appropriate. We will treat any Feedback you provide to Us as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

5. ACCEPTABLE USE POLICY. The following sets forth Company’s acceptable use policy (collectively, the “**Acceptable Use Policy**”):

5.1 Technological Restrictions. You agree not to use the Site or Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies, or procedures of such networks; (e) attempt to or impersonate another user or Us or gain unauthorized access to the Site or Services, other computer systems, or networks connected to or used together with the Site or Services, through password mining or other means; (f) harass or interfere with another user’s use and enjoyment of the Site or Services; or (g) introduce software or automated agents or scripts to the Site or Services so as generate automated searches, requests, and queries, or to strip, scrape, or mine data from the Site or Services.

5.2 Monitoring, Suspension, and Termination. We reserve the right (but have no obligation) to review any Email Communication (including any image files or other attachments), investigate, and/or take appropriate action against you in our sole discretion (including terminating your access to the Site and/or Service in accordance with Section 10 and/or reporting you to law enforcement authorities) if we in our sole discretion suspect that you have violated the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

6. INDEMNITY. You agree to indemnify and hold the Company (and its subsidiaries, affiliates, officers, employees, and agents) harmless from any and all losses, damages, liabilities, claims, actions, judgments, awards, penalties, fines, costs and/or expenses (including reasonable attorneys’ fees) arising from or relating to any claim or demand made by any third party due to or

arising out of (i) your use or misuse of the Site or Services; (ii) your use or misuse of Linked Sites; (iii) your violation of this Agreement; and/or (iv) your violation of applicable laws or regulations. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without Our prior written consent. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

7. THIRD-PARTY INTERACTIONS; THIRD-PARTY MATERIALS; DEALS; OTHER USERS; RELEASE.

7.1 Third-Party Links. The Site or Service might display links to other websites on the Internet that are owned or operated by third parties (the “**Third-Party Links**”). All Third-Party Links are included or displayed exclusively for the convenience of Users. The Company does not ENDORSE, REVIEW, MONITOR, MAINTAIN OR CONTROL any websites that is directed through Third-Party Links (the “**Linked Sites**”), and the Company is not responsible for Linked Sites, including but not limited to their contents, products, and services offered thereby. Users acknowledge and agree to take full and exclusive responsibility and not hold the Company responsible for linking to Linked Sites, such responsibility includes but not limited to all liabilities, decisions, and/or consequences associated with the Users’ accessing the Linked Sites.

7.2 Third-Party Interactions. During use of the Site or Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers through the Service. In particular, the Company is not a party to any transaction that you may enter into with a third-party. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third-party. The Company shall have no liability, obligation, or responsibility for any such correspondence, purchase, transaction, or promotion between you and any such third-party. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third-party you interact with through the Service.

7.3 Third-Party Materials. The Site or Services might display, include, or make available third-party content (including data, information, articles, applications, or other products, services and/or materials) services, and advertisements for third parties, including pricing and descriptions of products or services (collectively, “**Third-Party Materials**”). You acknowledge and agree that We are not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or user for any Third-Party Materials. Third-Party Materials may be subject to their own terms and conditions of use and privacy policies and your use of Third-Party Materials will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and are not responsible or liable for the behavior, features, or content of any Third-Party Materials. Third-Party Materials are provided solely as a convenience to you, and you use them entirely at your own risk. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Material.

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

8. DISCLAIMERS.

THE SITE AND SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

9. LIMITATION ON LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS’) LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND

REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO FIFTY US DOLLARS (\$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

10. TERM AND TERMINATION. Subject to this Section, this Agreement will remain in full force and effect while you use the Site or Services. We may (a) suspend your rights to use the Site and/or Services or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site or Services in violation of this Agreement. Upon termination of this Agreement by Us, your right to access and use the Site and Services will terminate immediately. We will not have any liability whatsoever to you for any termination of this Agreement. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 1, 6, 7.4, 9, and 12.

11. COPYRIGHT POLICY. We respect and adhere to copyright law and expect Users of the Site and Service to do the same. If you believe that any content on the Site infringes copyright, please notify us immediately.

12. ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE.

12.1 Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. Arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the country where you live or at another mutually agreed location.

12.2 Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The

arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Company.

12.3 Waiver of Jury Trial. YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the Company are instead electing to have claims and disputes resolved by arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

12.4 Waiver of Class or Consolidated Actions. YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 13.

12.5 Pre-Arbitration Dispute Resolution. We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at highthere@drinkcann.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to us should be sent to the address identified in Section 14.6 below.

12.6 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

12.7 Future Changes to Arbitration Agreement. Notwithstanding any provision in these Terms to the contrary, we agree that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided in the Section below. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

13. GENERAL.

13.1 No Support or Maintenance. You acknowledge and agree that We will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

13.2 Changes to Terms of Use. We may amend these Terms at any time in our sole discretion. If we do so, we will post the modified Terms on the Service. The modifications will be effective immediately following a notice to you. You agree to review these Terms periodically so that you are aware of any modifications. Continued use of our Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

13.3 Copyright/Trademark Information. CANN™. Cannabis-Infused Social Tonic™. All rights reserved. You acknowledge and agree that You are not permitted to use any third-party marks displayed on our site without prior written consent from the owners of such third-party marks.

13.4 Miscellaneous. This Agreement constitutes the entire agreement between you and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision, nor shall any single or partial exercise by the Company of any right or power hereunder preclude further exercise of that or any other right hereunder. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation.” If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Nothing contained herein shall be construed to establish an employment, partnership, or joint venture relationship between you and the Company. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

13.5 Our Contact Information.

SOCALI Manufacturing, Inc

Address: PO Box 47, Venice, CA 90294

Attention: SOCALI Manufacturing, Inc

Email: highthere@drinkcann.com

Please check back periodically for updates.