

## END USER LICENSE AGREEMENT

### End-User License Agreement (“Agreement”)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. WHEN YOU USE OUR WEBSITE, APPLICATIONS, OR OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Please read this End-User License Agreement carefully before clicking the “I Agree” button, downloading or using Buddy App.

Our Privacy Policy explains how we collect, use, and share information about you when you access and use our Services. You understand and acknowledge that when you use or access our Services, you consent to the collection and use of information as outlined in the Privacy Policy.

These Terms, along with any Additional Terms applicable to parts of the Services you use, our Privacy Policy, and any other policies or terms referenced in these Terms, constitute the entire agreement (“**Agreement**”) between you and us in connection with your access to and use of the Services.

### Terms and Conditions

These Terms and Conditions, together with all Terms and Definitions herein, govern your use of and access to any page, site, or content available on BuddyBrand.us, or on the Buddy App (the “Application”), which is owned by Buddy Org. Inc. (“Buddy” or the “Company”). These Terms of Service are hereby effective on December 26th, 2022.

Welcome to Buddy! These Terms of Use (“**Terms**”) are a legally binding agreement made between you and Buddy Org. Inc. and its affiliates (collectively, “Buddy” or “We” or “us” or “our”) and govern your access to and use of our services. Buddy’s services include all website(s) (“**Websites**”), mobile application(s) (“**Apps**”), and any other features or mechanisms that link to these terms located at [Buddy: The Cannabis App \(buddybrand.us\)](https://buddybrand.us) and our mobile application, Buddy: The Cannabis App, our artificial intelligence model (“the Knowledge Machine”) and the content, information, functionality, products or services they make available (Collectively, the “Services”). Buddy Org Inc. provides for you to engage with us directly or with a Business that uses our services (collectively, the “**Products**” and/or “**Services**”). A “**Business**” is any third-party entity who lists their cannabis-related or non-cannabis-related products, services, or businesses on the Websites including, but not limited to Dispensaries, Brands, and More. By accessing or using the Services, you agree to be bound by these Terms.

We care deeply about the privacy of our users and take our duty to protect information about our users seriously. These Terms incorporate our Privacy Policy, as well as any other policies, guidelines or rules we may make available through the Services, and any supplemental terms you may agree to in connection with particular Services.

Updating these Terms: Because the Services change often, we may update, change or replace any part of these Terms in our sole discretion by posting updates and/or changes to the Services. We will try to notify you if we make significant changes, but it is your responsibility to check this page periodically for changes. You can review the most current version of the Terms at any time on this page. Your continued use of or access to the Services after the Last Updated date constitutes acceptance of the current Terms.

YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS BY CONTINUING TO USE THE SERVICES. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, OR TO MODIFICATIONS THAT BUDDY ORG INC. MAY MAKE TO THESE TERMS IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE SERVICES.

## **1. Eligibility & Acknowledgement of Age and Location**

By using Buddy Org. Inc. Services, You acknowledge and affirm:

(1) You are accessing the services from a jurisdiction where cannabis is legal; You represent that your use of the Services does not violate any applicable law or regulation, except, as discussed below, federal laws related to Cannabis. Any use of the Services by persons under the Legal Minimum Age is Strictly Prohibited.

(2) You are at least 21 years of age. Users under 21, even those with medical cannabis cards, are strictly prohibited from using the services. You represent that You understand and agree to comply with the terms, conditions, and representations set forth in these Terms and Conditions.

### **Cannabis Acknowledgement**

You acknowledge that the Services are intended solely for residents of states and localities with laws authorizing and/or regulating the medical or recreational use of cannabis, and only to the extent permitted by such laws. Cannabis is a Schedule I controlled substance under the federal Controlled Substances Act, and, therefore, the possession, cultivation and distribution thereof, or conspiring with or assisting others to do the same, is federally illegal and can result in significant criminal and civil penalties. You further acknowledge that medical use is not recognized as a valid defense under federal laws regulating cannabis, and that the interstate transportation of cannabis is a federal offense. ENGAGING IN ACTIVITIES OR BUSINESS RELATED TO CANNABIS IS AT YOUR OWN RISK. USERS WITH QUESTIONS REGARDING THE LEGALITY OF CANNABIS AGREE THEY HAVE CONTACTED INDEPENDENT LEGAL COUNSEL OF THEIR CHOOSING OR HAVE KNOWINGLY CHOSEN TO WAIVE THAT RIGHT BEFORE USING THE SERVICES.

You assume all risk of damage or loss incurred as a result of your consumption of hemp products, cannabis, or cannabis products. Although the Services, including through your use of The Knowledge Machine, may provide information regarding cannabis, cannabinoids and cannabinoid-containing hemp and cannabis products, including potency, pharmacologically active ingredients, source of cultivation, recommended uses and benefits, as well as information we collect about a user's experiences and preferences (collectively, "**Cannabis Information**"), such Cannabis Information should in no way be construed as medical advice nor is it intended to cover all possible uses, directions, precautions, or adverse effects. You are responsible for all decisions made and actions taken or not taken based on the Cannabis Information. All Cannabis Information is provided for informational and educational purposes only and is not intended to be a substitute for medical advice or for the purpose of diagnosis, treatment, cure, mitigation, or prevention of any disease. Any statements made about cannabis or cannabinoids have not been evaluated by the U.S. Food and Drug Administration. Statements made on third-party product labeling and advertising, including linked websites and product images, do not represent the positions, opinions, or statements of Buddy Org Inc.. You and any other user of any product on the Services are solely responsible for the use of such product and the consequences of such use. Any illegal use or resale of any products listed on the Services could subject you to fines, penalties and/or imprisonment under state and federal law.

The foregoing disclaimers and limitations on liability supplement, and do not limit, other disclaimers and limitations on liability, whether in section 12 or elsewhere in these Terms.

#### **No Health Advice**

The Services do not provide medical or health advice and are not intended for the diagnosis, treatment or evaluation of medical or health conditions.

Always consult your primary care physician or other qualified healthcare provider prior to using a hemp product, cannabis, or a cannabis product for treatment of a medical condition. Never disregard professional medical advice or fail to seek it following receipt of Cannabis Information from the Services or a licensee where your use of cannabis is to treat a medical condition. We cannot guarantee the accuracy of any Cannabis Information and you should not rely on such Cannabis Information. If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider. Never disregard advice from a medical professional based on something you read on the Services.

Keep all hemp, cannabis, and cannabis products out of reach of children and animals. Use of cannabis or hemp while pregnant or breastfeeding may be harmful. Intoxicating effects of cannabis and cannabis products may be delayed up to two (2) hours. Consumption of cannabis and cannabis products impairs your ability to drive and operate machinery. Do not operate vehicles or machinery while under the influence of cannabis.

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular, plural, or lowercase.

## 2. Definitions and Interpretations

For the purposes of this End-User License Agreement:

- \* **Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- \* **“Access Device”** shall mean any electronic device you use to access Buddy Org Inc.’s Services, including, but not limited to, any computer, mobile device, tablet, virtual or cloud-based system, or any other electronic device.
- \* **“Buddy”** shall mean Buddy Org Inc., including any successors, administrators, agents, employees, and assigns.
- \* **“Services”** shall mean any website, application, server use, computer program, third party service, software, widget, tool, or any other service provided by Buddy for your use.
  - \* **“You”** shall mean: You, the individual user of this site, and holder of any account, is applicable, including your agents, assigns, or any person acting on your behalf, including guardians, heirs, or statutory beneficiaries.
- \* **“Application”** means the software program provided by the Company downloaded by You through an Application Store’s account to a Device, named Buddy: The Cannabis App or Buddy App.
- \* **“Application Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.
- \* **“Company”** (referred to as either **“the Company”**, **“We”**, **“Us”** or **“Our”** in this Agreement) refers to Buddy Org Inc., 2555 Amys Lane, El Dorado Hills, CA 95762.
  - \* **“Partners”** refers to any Company or Licensed Group associated with Buddy Org Inc. and that is available to view within the Application
- \* **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
  - \* **“Country”** refers to: California, United States
- \* **“Third-Party Services”** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- \* **“User Account”** refers to a unique identifier, along with associated credentials (username, password, or other identifiers), created by an individual or business to access Budd Org. Inc.’s Services. The User Account enables access to specific features, including both standard and

Premium Services. The User Account is non-transferable, remains the property of Buddy Org Inc., and is subject to all terms and conditions outlined in this agreement.

- \* **“User Data”** means any data provided by You or generated through the use of the Application, including but not limited to, personal information, usage patterns, preferences, and purchase history.
- \* **“Dispensary”** refers to any legally licensed cannabis dispensary or vendor that partners with Buddy Org Inc. to offer their products or services through the Application.
- \* **“Budtender Account”** refers to premium accounts within the Application used by licensed budtenders to manage product recommendations, inventory, or training within participating dispensaries.
- \* **“The Knowledge Machine”** refers to the AI-powered feature of the Application that provides personalized cannabis recommendations based on user data, preferences, and product profiles.
- \* **“POS System Integration”** refers to the point-of-sale software provided through integration with third-party services such as Treez, Blaze, Meadow, or Dutchie, facilitating payment processing and inventory management for dispensaries within the Application.
- \* **“Marketplace”** refers to the e-commerce feature of the Application where users can browse, purchase, and pick up cannabis products directly from dispensaries.
- \* **“Premium Account”** refers to any enhanced account offered by Buddy Org Inc. that provides additional features, services, or benefits in exchange for a subscription or other form of payment.

### **3. Acknowledgment & Scope of License**

#### **Acknowledgement**

By clicking the “I Agree” button, downloading, or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the “I Agree” button, do not download or use the Application.

This Agreement is a legal document between You and the Company, and it governs your use of the Application made available to You by the Company. You, the user, acknowledge that this End-User License Agreement is concluded between the company Buddy Org Inc. and You only, and not with Apple or Google. Buddy Org Inc., not Apple or Google, is solely responsible for the Buddy App and the content thereof. The EULA may not provide for usage rules for the Buddy App that conflict with the Apple Media Services Terms and Conditions or the Google Play Terms of Service.

Therefore, the Company is solely responsible for the Application and its content.

Although the Apple Application Store and Google Play Store are not parties to this Agreement, both have the right to enforce it against You as third-party beneficiaries relating to your use of the Application.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement. You also acknowledge that the Application is not available for use by anyone under the age of 21, and you will not attempt to download, use, or access the Application if you do not meet this age requirement. If You subscribe to any premium services, you agree to the terms specific to Premium Account subscriptions, including payment obligations as detailed in this Agreement.

### **Scope of License**

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Application strictly in accordance with the terms of this Agreement.

The license granted to You for the Buddy App is limited to a non-transferable license to use the Buddy App on any Apple-branded or Android-branded products that You own or control, and as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions or Google Play Terms of Service.

You may only use the Application on a Device that You own or control and as permitted by the Application Store's terms and conditions. If You subscribe to premium features, your access to those features is limited to the account and device used during the subscription period, and may not be shared, transferred, or resold.

### **License Restrictions**

You as a User with a User Account, agree not to, and You will not permit others to:

\*License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Application or make the Application available to any third party not strictly partnered with Buddy Org Inc., by Buddy Org Inc. and its officers, agents, and employees.

\*Copy or use the Application for any purpose other than as permitted under the above section 'License'.

\*Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Application and its third-party services integrated into the app.

\*Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Application.

\*Download, copy, or use the Application if You are under the age of 21.

\*Bypass or attempt to bypass any security measures or age verification systems implemented within the Application, including those related to premium accounts or third-party integrations.

\*Use or interact with third-party POS systems unless they are made available through the Application for specific use cases, such as product purchases with third party Dispensers directly made available through the app.

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### Premium Accounts and Subscription Terms

1. **Subscription:** If you purchase a premium account, you will be charged on a recurring basis according to the subscription terms presented at the time of sign-up. You acknowledge that you will be responsible for all fees associated with the premium subscription, and failure to pay will result in the suspension or termination of premium access.
2. **Automatic Renewal:** Premium subscriptions automatically renew at the end of the subscription period unless canceled at least 24 hours prior to the renewal date. You agree to be responsible for canceling your subscription if you do not wish to renew.
3. **Payment Processing:** Payments for premium subscriptions may be processed through third-party POS systems, such as Treez, integrated into the Application. By using such services, you agree to be bound by the third party's terms of service, which may differ from those of Buddy Org Inc.
4. **Refund Policy:** No refunds will be issued for any partial use of premium services, and cancellations will take effect at the end of the current billing cycle. Refunds will only be issued in cases where the Company deems it appropriate, and the Company's decision is final.

### 4. Services

**Disclaimer:** The Services may link, embed, integrate or connect to third party services (“Outside Materials”). Outside Materials may be subject to additional legal terms (“Outside Terms”) made available by their third-party provider.

- For example, by accessing or downloading our App from the Apple App Store, you are agreeing to Apple’s Licensed Application End User License Agreement (“Apple Terms”).
  - Similarly, other Outside Terms apply to other app stores.

These Terms do not apply to Outside Materials. We are also not a party to Outside Terms. By using the Services, you acknowledge and agree that we are not responsible for, and disclaim all liability for, the content, performance and reliability of Outside Materials and any act or omission of any provider of Outside Materials. We do not warrant, endorse or otherwise guarantee the Outside Materials’ content or services or their integration, interoperation or support with the Services.

If you have any complaints in connection with any Outside Materials or Outside Terms, please contact the third-party provider directly, your state Attorney General or the Federal Trade Commission at [www.ftc.gov](http://www.ftc.gov).

**a. Buddy: The Cannabis App is Only a Technology Platform**

Buddy: The Cannabis App or the “Buddy App”, is solely a technology platform. Buddy: The Cannabis App is not a licensee, cannabis retailer, cultivator, or cannabis brand and does not provide delivery of any cannabis, process payments for cannabis, or cultivate, manufacture, package, label, test, or sell cannabis. Businesses are solely responsible for ensuring that their products, services, or businesses are offered in a safe, legal, and compliant manner. Buddy: The Cannabis App and Buddy Org Inc. has no responsibility or liability for any products or services offered by any Business, or for any reviews or statements posted on the Websites or Buddy App regarding any products or services offered by any Business.

**b. Orders**

As part of our Services, we may provide you with the ability to transmit orders for cannabis-related products and to arrange for delivery or pick-up of such products through Businesses and/or third-party vendors. When this functionality is offered via our Websites or Apps, it is called Buddy App. When offered via a Business's own website or a Buddy Org Inc. web domain, this is called Buddy MarketPlace. These elements of the Services serve as a communications medium enabling you to transmit orders to participating Businesses. Buddy: The Cannabis App is not a party to any transaction that results from orders transmitted through these Services, and Buddy: The Cannabis App and/or Buddy Org Inc. is neither the seller of any products, nor a provider of any pick-up or delivery services connected to orders transmitted through the Services. Buddy: The Cannabis and Buddy Org Inc. do not control production or fulfillment of any orders transmitted through our Services.

If you use Buddy App to interact with or place an order with a Business from their own website or storefront, you understand that the Business and Buddy Org Inc. may both receive any information that you provide while using Buddy App to order a product from them. You understand and agree that the Business may process your information subject to its own terms and/or privacy policy.

Buddy: The Cannabis App is not responsible for verifying the credentials or representations of any Businesses, or the authenticity or quality of any products or services offered by Businesses. You understand and acknowledge that Businesses are solely responsible for all aspects of their business operations, including licensing, marketing, selling, pricing, fulfillment of orders, quality and authenticity of products, and the provision of services such as pick-up or delivery. Buddy: The Cannabis App makes no representation or warranty regarding whether a Business holds any applicable license or other credential for its business, whether representations made by a Business are true and accurate, or whether a Business complies with any Applicable Law.

**c. Promotions**



As part of our Services, we may display or otherwise make available certain deals, promotions, coupons, promotional codes, giveaways, samples, or other offers (“Promotions”), which are offered or made available by listed Businesses or other third parties. We display these Promotions as a form of advertisement for the Business only. All Promotions are made directly by the Business, and not by us. Promotions may be subject to additional terms, conditions, exclusions, or restrictions as set by the Business, or under Applicable Law. The Business offering the Promotion, and not Buddy Org Inc., is solely responsible for (i) administering, honoring and redeeming Promotions made available via our Services; (ii) compliance with Applicable Law (including Promotion availability and content, advertisement, redemption, and the terms, conditions, exclusions and restrictions related to any Promotion); and (iii) all underlying goods and services that may be provided to you in connection with a Promotion.

Should any dispute, issue, complaint, injury or other claim, without limitation, arise in connection with a Promotion, you must resolve it directly with the Business that offered the Promotion, and not with us.

#### **d. Reviews**

You may post reviews about Business Listings, Buddy: The Cannabis App’s Products and/or Services, and/or the products and/or services that you order via Listings (“Reviews”). We are not liable for the content of any Reviews. You will not, directly or indirectly, remove, alter, or reorder the Reviews. You may flag reviews to us which you believe violate our Review policies by clicking the “Report” button under each review. Reviews may only be removed by us and within our sole and exclusive discretion. You may only submit reviews regarding your own experience(s) with Listings, Buddy’ Products and/or Services, or the products and/or services that you have purchased, in accordance with the Acceptable Use Policy.

#### **e. Our Right to Terminate Your Account and Pursue Violations**

We may, in our sole discretion and at any time, immediately suspend or terminate your Account(s), for example, for a violation of these Terms of Use. We may also limit or prohibit your access to the Services, and any affiliated applications, functions, or tools.

If we terminate your User Account(s), we may deny you access to our Services; remove Content that you submitted; and/or remove any special status associated with your account(s). We may take technical and/or legal steps to prevent you from using our Services in the future. We have the right to investigate and prosecute violations of this Agreement and any other agreements between you and Buddy Org Inc. to the fullest extent of the law.

#### **f. Acknowledgement of Laws**

By accessing or using our Services, you represent and warrant that your use complies with all applicable federal, state, provincial, and local laws, statutes, ordinances, rules, and regulations of any jurisdiction throughout the world (“Applicable Law”).

i. U.S. Federal Law. Buddy Org Inc. operates under applicable U.S. state laws. You expressly acknowledge and understand that marijuana (cannabis) is listed on Schedule I of the United States Controlled Substances Act. Under U.S. federal laws, manufacturing, distributing,

dispensing, or possession of marijuana is illegal, and individuals are subject to arrest and/or prosecution for doing so. You further acknowledge that medical use is not recognized as a valid defense under federal laws regarding marijuana. You also acknowledge and understand that the interstate transportation of marijuana is a federal offense.

ii. U.S. State Law. You expressly acknowledge, understand, and agree that the use, possession, cultivation, manufacturing, transportation, and distribution of cannabis may be illegal in your state of residence or in the state where you are located, unless all participants are acting completely within the scope of the state's applicable laws.

iii. The Laws of Your Location. While the Websites and Services may be accessed from various locations, Buddy Org Inc. only accepts listings from Businesses located in certain states, cities, counties, municipalities, provinces, and jurisdictions ("Service Area"). You must abide by and follow the applicable laws of the state, city, county, municipality, province, or jurisdiction in which you are located in order to access or use the Services. You expressly acknowledge, understand, and agree to assume full responsibility for cooperating with the laws of your place of location while accessing or using the Services. Buddy Org Inc. reserves the right to determine or change its Service Area in its sole discretion at any time.

iv. Health Information. You expressly acknowledge, understand, and agree that any statements relating to cannabis goods, accessories, or any other products available through the Services have not been evaluated by the U.S. Food and Drug Administration (FDA). Neither the products nor the ingredients in any of the products have been approved or endorsed by the FDA or any other regulatory agency. The products available on the Websites are not intended to diagnose, treat, cure, mitigate, or prevent any medical condition, illness, or disease in humans or animals.

The information provided is designed for educational purposes only and is not intended to provide medical advice or offer a cure to any health or medical condition nor to provide a substitute for the advice provided by a physician or other healthcare professional. If you are pregnant, nursing, taking medication, or have a medical condition, please seek the advice of your healthcare practitioner before using any products seen on the Websites.

Buddy Org Inc. offers a range of services on various access devices, including access to content, applications, and other products and services, including those generated by third parties and user-generated content (including potential and actual content, forums, and other user-created content, regardless of form). These services may include integration with Treez POS for in-app purchases, METRC for compliance tracking, social features such as product reviews and user posts, and budtender incentive programs, all designed to drive traffic and sales for dispensary partners. Additionally, dispensaries may offer in-store kiosks that connect directly to the Buddy App, allowing customers to browse menus and make purchases. These services are accessible via the web, mobile applications, or any other server or platform operated by Buddy Org Inc..

Buddy Org Inc. offers a range of services on various access devices, including access to content, applications, and other products and services, including those generated by third parties and user-generated content, (including potential and actual content, forums, and other

user created content, regardless of form), whether available on the world wide web, via an application, or on another server or platform operated by Buddy Org Inc. or any other server or site to which Services are licensed or directly provided by Buddy Org Inc..

## **5. User Account Information**

To utilize our Services, you may be required to create a User Account (including, but not limited to, associated user names, user identification, or any other unique identifier) utilized while engaging our Services. Account requirements may differ depending on whether you are accessing our services as an individual or as a business. Business accounts, such as those created by dispensaries or retail partners, may have access to additional features such as product menu management, in-store kiosk integration, Treez POS for in-app purchases, and budtender incentive tracking. Buddy Org Inc. retains the sole right to set requirements for obtaining an Account or to alter, cancel, suspend, or terminate any User Account. You do not own the Account, or any associated content, but are granted a revocable limited license to use the Account, consistent with these Terms and Conditions.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or any other Access Device, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify Buddy Org Inc. immediately of any unauthorized use of your User Account, including unauthorized use of any User ID or associated unique identifiers. You must represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

As the account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your User Account with or without your express authorization, including family and friends. This responsibility includes payments made through any third-party service utilized to facilitate purchases. Any use of third-party services to facilitate transactions, including purchases of the Services, shall be governed, in addition to these Terms and Conditions, by the terms of service of the third-party service through which the transaction was facilitated.

Business accounts may include additional terms, including responsibilities related to managing product listings, handling in-app purchases via Treez POS integration, and ensuring compliance with METRC reporting standards. Any in-store kiosk transactions facilitated through Buddy Org Inc. must comply with both Buddy Org Inc.’s and the business account holder’s terms and responsibilities. Buddy Org Inc. reserves the right to monitor and audit account activity to ensure compliance with these Terms and Conditions.

The use of the User Account you created by any other person is strictly prohibited, whether on a temporary or permanent basis.

## 6. Content and User Generated Content

The Company is not responsible for the entries, information, or content of the Application's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using your account.

"Content" includes all data, forum postings, photographs in any form, videos, chat or other messages, animations or graphics, files, suggestions, poll results, concepts, User Generated Content, or any other data, content, or material appearing in, contained in, or generated by the use of the Services, whether on the world wide web, any Application, or on another server or platform operated by Buddy or any other server or site to which Services are licensed by Buddy. All Content is owned by Buddy.

Content also includes **business account-specific content**, such as **product listings, reviews, menus, and transaction history generated by dispensary partners through integrations with the Treez POS system and METRC reporting**. This includes **product match data, consumer engagement metrics, and any in-store kiosk interactions**.

User-Generated Content is key to the use of Buddy Org Inc.'s Services. User-Generated Content includes all forms of Content, which are generated by You or any other user of Buddy's Services. It includes **social posts, reviews of cannabis products, discussions about experiences** and preferences, **user account information (including unique identifiers), forum posts, chat posts, customer service chats, communications, images, sounds, videos**, suggestions for Services, or other information concerning the Services, whether generated at Buddy's specific request, as part of your use of the Services, or via any other method while utilizing Buddy's Services. User-Generated Content includes materials or information that is contributed by You or by any other person using the Services.

By creating User-Generated Content, you grant to Buddy, and its licensors, licensees, or any other person so designated by Buddy, a perpetual, worldwide, irrevocable, and transferable license, without right to payment or royalty. This license allows Buddy to utilize this content for **product matching, consumer engagement features, budtender incentive programs**, and other tools integrated into the platform. In addition, you grant a limited license to all users of Buddy's Services to utilize said User-Generated Content while utilizing the Services, including all necessary reproduction, distribution, display, performance, or other license rights necessary to utilize the Services.

By generating User-Generated Content, you agree that the content is not otherwise protected as copyright, trademark, or other intellectual property rights, unless you own said rights or have a transferable license to said rights.

Consistent with 47 U.S.C. § 230, Buddy reserves the sole and final right to review, remove, block, edit, move or disable User-Generated Content for any reason, with or without notice, and without liability to You. You agree to report any User-Generated Content you believe to be in violation of these Terms and Conditions. If Buddy determines User-Generated Content violates

these Terms and Conditions, Buddy may take action, at its sole discretion, to suspend, terminate, or otherwise restrict a user of Services or the associated User Account. Buddy assumes no responsibility or liability for any User-Generated Content, either as a result of generation of said content or Buddy's decision to remove or not remove or to take or not take any action with respect to User-Generated Content.

## 7. Code of Conduct

### **Illegal or Abusive Usage is Strictly Prohibited:**

Users of the Buddy App platform must not engage in any form of abuse, harassment, threats, impersonation, or intimidation of other users, employees, agents, or affiliates of Buddy Org Inc..

Any use of our Services for illegal or unauthorized purposes, including, but not limited to violations of local, state, national, or international laws, is strictly prohibited. All users, including international users, agree to comply with all applicable laws regarding online conduct and acceptable content.

Buddy Org Inc. reserves the right, but is not obligated, to monitor materials posted in any public area and shall have the right to remove any information that we deem inappropriate or offensive.

Users remain solely responsible for their use of any information or content posted on the platform.

### **Prohibited Conduct Includes:**

- **Unlawful Activities:** Any activity promoting or involving illegal activity.
- Engaging in or promoting any unauthorized sale of cannabis products. Users must not attempt to use Buddy's social features or services to facilitate the sale of cannabis products or any other regulated substance outside of legally sanctioned channels. Such transactions are strictly prohibited and violate both the platform's policies and applicable law.
- **Hate Speech and Discrimination:** Defamatory, discriminatory, or mean-spirited content, including commentary based on religion, race, sexual orientation, gender identity, nationality, or any other targeted group.
- **Spam and Unauthorized Advertising:** Includes machine-generated or random content, unauthorized solicitation, chain letters, pyramid schemes, and gambling.
- **Malicious Software or Viruses:** Content containing or designed to distribute viruses, worms, malware, or other harmful programs intended to disrupt, damage, or limit the functionality of hardware, software, or telecommunications systems.
- **Intellectual Property Violations:** Infringing on the proprietary rights of any party, including patent, trademark, copyright, or trade secrets.
- **Impersonation and Misrepresentation:** Impersonating Buddy Org Inc. employees or representatives, or providing false or misleading information to other users.
- **Privacy Violations:** Doxing or sharing private information of any user without consent.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.

### **Consequences for Violations:**

If you are found to have violated these Terms of Use or engaged in illegal or abusive behavior, Buddy reserves the right to take action, which may include suspending or terminating your User Account. Buddy will serve as the final arbiter of what constitutes a violation of the Terms and Conditions.

Buddy also reserves the right, though not an obligation, to monitor content in public areas and remove any offensive or inappropriate content. However, the user remains fully responsible for their use of information on the platform and any potential legal consequences.

### **Exposure to Objectionable Content:**

As Buddy org Inc. cannot control all content posted by third parties, you agree to use the application at your own risk. You may be exposed to content that you find offensive, indecent, incorrect, or objectionable, and Buddy Org Inc. will not be held liable for any harm or damages resulting from exposure to such content. Users are solely responsible for evaluating the accuracy and appropriateness of content encountered on the platform.

**Illegal or Abusive Usage is Strictly Prohibited:** You must not abuse, harass, threaten, impersonate, or intimidate other users of our Services or any employee, agent, or affiliate of Buddy. You may not use our Services for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Buddy reserves the right, but is not obligated to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, You remain solely responsible for your use of any information contained on the site. Distribution of any user's personal information, commonly known as doxing, is prohibited. International users agree to comply with all local laws regarding online conduct and acceptable content. Buddy's Content and Services shall be free of discrimination on the basis of race, ethnicity, religion, nationality, and sexual identity, and conduct not consistent with the same, including language that is obscene, threatening, bullying, sexually threatening, or that invades the personal privacy of any user is a violation of the Code of Conduct.

## **8. Orders for Product, Purchases, and Refunds**

You acknowledge and accept that all purchases of the Services through Buddy, or its integrated third-party services (e.g., Treez POS system for in-app purchases and METRC for compliance tracking), are FINAL. This includes, but is not limited to, Premium Accounts purchased directly from Buddy or Products purchased at third-party dispensaries and vendors through integrations with our Application.

### **Non-Refundable Purchases:**

You agree that all applicable fees, charges, and other costs, including those paid for any licenses or use of the Services or Goods offered on the platform, are non-refundable, whether paid directly to Buddy or any third-party provider. Once an order for a Product or Service is confirmed, the transaction is final and cannot be reversed or refunded, in whole or in part, unless explicitly stated otherwise by the third-party provider (Treez, METRC, etc.).

### **Third-Party Product Purchases:**

Any Products or Services purchased through third-party providers, such as dispensaries using Treez's POS system, are subject to those providers' own refund and return policies. Buddy takes no responsibility for third-party Products, and any disputes regarding the quality, condition, or return of such Products must be handled directly with the third-party provider in accordance with their terms. You are encouraged to review their policies for specific terms and conditions.

### **Non-Compensation:**

You acknowledge that you will not receive compensation, monetary or otherwise, for any unused portion of the Services, or for Products that were not used or consumed. This is applicable whether your User Account is terminated, suspended, or voluntarily closed.

You acknowledge and accept that all purchases of the Services are FINAL. You acknowledge and agree that any applicable fees and other charges, including those paid for licenses to the Services or any Service or Product, including Products purchased from third-parties are not refundable, in whole or in part. You acknowledge you will not be refunded, receive money, or otherwise be compensated for any unused Services, when an account is closed, whether such closure is voluntary or involuntary.

If you buy products through our Buddy App or Buddy MarketPlace, you agree to pay the business when you arrive at the Business or Third Party location you purchased from through the Buddy App. Payment, shipping and delivery are fulfilled by our third-party partners.

- A. Products. In addition to recommending nearby retailers, the Services facilitate the purchase of physical goods and merchandise online, including cannabis and cannabis products (all goods and merchandise offered for sale online, "Products"). Products may have limited quantities and are subject to refund, return, or exchange only as described in your order confirmation. Unless otherwise noted, all currency references are in U.S. Dollars. While we try to maintain the accuracy of the Services, we are not responsible or liable if any Product description or other information is not accurate, complete, reliable, current, or error-free. In particular:
- Products may occasionally be mispriced, described inaccurately or unavailable, for example, due to delay or disconnection with our inventory or pricing systems.
  - Any weights, measurements, dosages, and similar descriptions are provided by the manufacturer of the Product, and may not be reflected by the particular Product(s) you receive.
  - No electronic image can accurately represent a physical Product's real-life color or texture. Your display's technology, your device settings and your surroundings all affect how you perceive electronic depictions of our Products.
- B. Availability, Pricing, & Limits. We reserve the right, but are not obligated, to:
- reprice or discontinue any Product for any reason at any time
  - limit quantities of products available per order, household or user, or cancel orders in excess of those quantities;
  - refuse or cancel any order for any reason, for example, orders that appear to be placed by dealers, resellers or distributors.

We may exercise these rights on a case-by-case basis. In the event that we refuse or cancel an order, we will email the address provided with the order.

- C. Payments. When you purchase Premium Accounts or Products, you (i) agree to pay the price for such Products with the third party business involved, any shipping and handling charges and all applicable taxes, as set forth in the final page of the ordering process (the “Full Purchase Amount”) when arriving at the Business or Third-Party order was processed to.
  - o Payments to third-party merchants. For Products sold by third-party merchants, including all cannabis Products, the third-party merchant will determine the payment method and, if applicable, payment processor for your order, which may include payment card or cash, and may occur at order time or at delivery.
2. Changes and Pricing. We may, at any time, revise or change the pricing, availability, specifications, content, descriptions, or features of any Premium Account. If a Product itself is not as described on the Services, Buddy Org Inc. takes no responsibility and we are not your sole remedy is to return it (for physical products, in unused condition) as described in our [Refunds and Exchanges page]. We reserve the right to correct pricing errors that may inadvertently occur (and to cancel any orders in our sole discretion that were purchased with pricing errors). All such changes will be effective immediately upon posting a new Product price to the Services or upon making the customer aware of the pricing error.
3. Order Acceptance; Shipment; Delivery. Once the Services receive your order for a Product, you will receive an order confirmation. Your order confirmation confirms that the Services received your order, but does not signify acceptance. We reserve the right at any time after receiving your order to accept or decline your order for any reason and at our sole discretion.

If you choose to have Products delivered, your delivery will be handled by a third-party delivery provider. The providers vary based on your location. You will receive delivery confirmation messages with more information. While deliveries may be scheduled for a specified arrival, we cannot guarantee delivery by any specific date or time. Title and risk of loss for any purchases of physical products pass to you when the delivery provider takes possession of the products.

4. Promotional Codes. We may offer certain promotional, referral, discount, and coupon codes or similar offers (“Promos”) that may be redeemed for discounts on future Products or other features related to the Services, subject to any additional terms that we establish. You agree that Promos: (i) must be used in a lawful manner; (ii) must be used by the intended audience or individual; (iii) may not be duplicated, sold or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by us; (iv) may be disabled or have additional conditions applied to them by us at any time for any reason; (v) may only be used pursuant to the specific terms that we establish; (vi) are not valid for cash or other credits or points; (vii) may expire prior to



your use; (vii) are not valid on previous purchases. Promos may exclude certain Products (like bundled items and Gift Cards) and may not apply to sale or markdown Products. Full-price products only.

5. Gift Cards. Tangible or digital gift cards containing stored money value may be offered by us for certain purchases on the Services (“Gift Cards”). You acknowledge that we are not responsible for any unauthorized use, alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner.
  - If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code.
  - By purchasing a Gift Card, you represent and warrant to us that use of the Gift Card will comply with these Terms and all applicable laws, rules and regulations, and the Gift Card will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to consumers.
  - Gift Cards cannot be used to purchase other gift cards, reloaded, resold, used for payment outside of the Services, used for unauthorized marketing, sweepstakes, advertising, or other promotional purposes, redeemed for more than face value, transferred for value, redeemed for cash, or returned for a cash refund (except to the extent required by law). Gift Cards do not expire, and we will not assess a service fee or dormancy fee with respect to a Gift Card.

## **9. Intellectual Property**

All content included on any site, application, server, or other Service of Buddy Org Inc., including, but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Buddy Org Inc., protected by United States and international copyright laws and, where applicable, United States and international trademark law. The compilation of all content on this site is the exclusive property of the Company and protected by U.S. and international copyright laws. All software used on this site; any applications provided by Buddy Org Inc. to access the Services; and any User Generated Content are protected by United States and international copyright laws. Buddy Org Inc. owns and retains all proprietary rights to its domains and any websites hosted thereon, as well as its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit, or distribute the proprietary information of the website, or of Buddy Org Inc. By posting information to any website, application, forum, or other property of Buddy Org Inc., you represent to Buddy Org Inc. you have the right to grant permission for use of the same by Buddy.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company, not the Application Store, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

## **10. Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company. The Company shall be free to use, copy, modify, publish, or redistribute the suggestions for any purpose and in any way without any credit or any compensation to You.

## **Modifications to the Application**

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

## **Updates to the Application**

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications. Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

## **Maintenance and Support**

The Company does not provide any maintenance or support for the download and use of the Application. Apple does not provide any maintenance or support services and has no obligation whatsoever to furnish any maintenance and support services with respect to Buddy Org Inc. To the extent that any maintenance or support is required by applicable law, the Company, not the Application Store, shall be obligated to furnish any such maintenance or support.

## **11. Third-Party Services**

The Application may display, include, or make available third-party content (including data, information, applications, and other products or services) or provide links to third-party websites or services. These third-party services include, but are not limited to, POS integrations such as Treez and compliance integrations such as METRC.

For certain transactions or aspects of your use of the Services, Buddy may transmit your information to certain third-party services or vendors, or require You to utilize such third-party services to facilitate certain aspects of the Services, including but not limited to payment processing and compliance tracking. The use of these third-party services shall be governed by their own respective terms of service, which may or may not differ from these Terms and Conditions.

Buddy currently integrates with:

- Treez POS for in-app payment processing. You can view their terms of service here. [Terms of Service — TREEZ](#)
- METRC for cannabis compliance tracking. You can view their terms of service here. [Metrc-Terms-of-Service-8.29.22.pdf](#)

You acknowledge and agree that Buddy Org Inc. shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable third-party Terms of Service when using the Application. Third-party Services and links thereto are provided solely as a convenience to You, and You access and use them entirely at your own risk and are subject to such third parties' Terms and Conditions. Buddy Org Inc. makes no warranties or representations as to any such third-party services, and Buddy Org Inc. will in no way be responsible or liable for Your use of such third-party services.

Buddy shall not be held responsible for the performance, availability, or security of any services provided by Treez, METRC, or other third-party vendors integrated into the Application.

You agree that Apple and Apple subsidiaries are third-party beneficiaries of the EULA, and that upon acknowledgment and acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service against You as a third-party beneficiary.

## 12. Data Sharing and Information Use

Buddy values your privacy and strives to be transparent about how we collect, share, and protect your information. By using our Services, you agree to the collection, use, and sharing of your information as described below.

**a. Data Collection** We collect various types of information, including:

- **Personal Identifiable Information (PII):** This includes your name, email address, physical address, phone number, and identification details such as your driver's license number.
- **Transaction Data:** We collect data related to purchases made through the Application, including order history, and product preferences.
- **Usage Data:** We collect information about your interaction with our Application, including device information, IP address, and user preferences.

**b. How We Use Your Information** Your data is collected for the following purposes:

- To facilitate and process your orders through third-party retailers and service providers.
- To verify your identity where legally required (e.g., providing your driver's license data to dispensaries or businesses where required for compliance with local or state laws).
- To personalize your experience on the platform and provide product recommendations.

**c. Sharing of Information** Your personal information, including but not limited to your driver's license data, may be shared with third-party vendors, businesses, and retailers when you make a purchase through Buddy's platform or when required for verification purposes. This data will be shared under the following conditions:

- **Transaction Fulfillment:** When you place an order through the Application, your personal data, including your driver's license, may be provided to third-party retailers, dispensaries, or service providers as necessary to process your order or verify your identity.
- **Legal Compliance:** We may share your information to comply with legal obligations, including requests from law enforcement agencies, regulatory bodies, or to enforce our Terms of Service.
- **Third-Party Service Providers:** We work with service providers, such as POS and compliance partners like Treez and METRC, to facilitate aspects of our services. These third parties will have access to your information only as necessary to provide services to Buddy and are bound by confidentiality agreements.

**d. Protection of Your Data:** Buddy Org Inc. employs industry-standard security measures to protect your data from unauthorized access, misuse, or disclosure. However, by using the Services, you acknowledge that no security measures are entirely foolproof, and we cannot guarantee the complete safety of your data.

**e. User Responsibility:** You are responsible for ensuring that the information you provide is accurate and up to date. You must not use false information or impersonate another individual when providing your data for verification purposes. Failure to comply may result in account suspension or termination.

**f. Third-Party Terms:** When interacting with Third-Party businesses or retailers, you are also subject to their privacy policies and terms. We encourage you to review these terms to understand how they manage your data.

By using Buddy's Services, you consent to the sharing of your personal data, including Driver's License data, as described above. If you do not agree to these terms, you should discontinue using the Application.

## 12. Disclaimer of Warranties and Limitation of Liability

**Disclaimer:** YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW. BUDDY ORG INC., ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND THE SERVICES AND

YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY SITE OR APPLICATION, AND ALL SERVICES, INCLUDING ANY AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SITE OR APPLICATION OWNED BY BUDDY ORG INC. ARE PROVIDED BY BUDDY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. BUDDY ORG INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ANY SITE, APPLICATION, OR SERVICES, OR OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SITE OR APPLICATION OWNED BY BUDDY ORG INC. OR THROUGH OUR SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. BUDDY ORG INC. DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICES OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH BUDDY ORG INC. ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION PROVIDED THROUGH THE SERVICES, INCLUDING THE CANNABIS INFORMATION. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. You are solely responsible for, and assume all risks related to:

- proper and safe handling, storage, use and consumption of all products sold or distributed through the Services.
- any allergies you may have and verifying products and their contents before handling, preparing, using or consuming such products.
- reading and understanding all warning labels that accompany any products.

BUDDY DOES NOT WARRANT THAT ANY SITE; APPLICATION; INFORMATION; CONTENT; USER GENERATED CONTENT; MATERIALS; PRODUCTS (INCLUDING SOFTWARE); OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SITE OR APPLICATION PROVIDED BY BUDDY, INCLUDING ANY SERVERS; OR E-MAIL SENT FROM BUDDY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BUDDY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SITE, APPLICATION, OR OTHER SERVICE PROVIDED BY BUDDY, NOR FROM ANY INFORMATION; CONTENT; USER GENERATED CONTENT; MATERIALS, PRODUCTS (INCLUDING SOFTWARE); OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SITE OR APPLICATION PROVIDED BY BUDDY, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

**Excluded liabilities:** NEITHER BUDDY, ITS AFFILIATED OR RELATED ENTITIES, ITS VENDORS NOR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT LOSS, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SERVICES.

Buddy is not liable for any defamatory, offensive or illegal content or conduct of any user.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

**Cap on damages:** Notwithstanding anything to the contrary contained herein, Buddy Org Inc. and its affiliates' aggregate liability to you, for any cause whatsoever and regardless of the form of the action, will be limited to the greater of (a) the amount paid, if any, by you to Buddy Org Inc. for Products and Services during the six (6) month period prior to the date the claim arose, and (b) one hundred (\$100) dollars.

### **13. Disclaimer of Advice**

THE CONTENT PROVIDED ON ANY WEBSITE OR APPLICATION OWNED OR OPERATED BY BUDDY ORG INC. IS FOR ENTERTAINMENT PURPOSES ONLY. IT IS NOT INTENDED, NOR SHOULD IT BE CONSTRUED, AS MEDICAL ADVICE. THIS CONTENT IS NOT MEANT TO SERVE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR CARE OF ANY MEDICAL CONDITION. ALWAYS SEEK THE ADVICE OF A LICENSED MEDICAL PROFESSIONAL WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT OPTIONS. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING IT BASED ON ANY CONTENT YOU HAVE READ OF REFERENCED CONTENT ON ANY WEBSITE OR APPLICATION OWNED OR OPERATED BY BUDDY SHOULD BE CONSTRUED AS CONVEYING MEDICAL ADVICE, AND SUCH CONTENT IS IN NO WAY INTENDED TO BE A SUBSTITUTE FOR ADVICE OF A MEDICAL PROFESSIONAL AS TO THE DIAGNOSIS, CURE, OR TREATMENT OF ANY MEDICAL CONDITION. NOR SHOULD ANY CONTENT ON ANY WEBSITE OR APPLICATION OWNED OR OPERATED BY BUDDY BE RELIED UPON AS TO POSSIBLE USES OF ANY PRODUCT FEATURED WITHIN ANY SUCH CONTENT. ALWAYS CONTACT A MEDICAL PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS, OR ARE SEEKING ADVICE, ON ANY MEDICAL CONDITION. NO ACTION SHOULD BE TAKEN WITH REGARD TO ANY MEDICAL CONDITION BASED ON ANY CONTENT READ OR REFERENCES ON ANY SITE OR APPLICATION OWNED OR OPERATED BY BUDDY.

### **14. Acknowledgement of Laws Related to Cannabis**

YOU SPECIFICALLY ACKNOWLEDGE YOU ARE FAMILIAR WITH THE LAWS RELATED TO CANNABIS IN YOUR JURISDICTION. FURTHER, YOU SPECIFICALLY ACKNOWLEDGE CANNABIS IS CURRENTLY ILLEGAL UNDER FEDERAL LAW AS A SCHEDULE 1 SUBSTANCE, WHICH IS SUBJECT TO PENALTIES, INCLUDING ARREST, PROSECUTION, AND OTHER PENALTIES. IN ADDITION, THE INTERSTATE BY UTILIZING ANY WEBSITE OR APPLICATION OWNED OR OPERATED BY BUDDY, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BUDDY FOR ANY ADVERSE CONSEQUENCES TO YOU DERIVED FROM ANY USE OF ANY WEBSITE OR APPLICATION OWNED OR OPERATED BY BUDDY.

### **15. Applicable Law, Jurisdiction, and Venue**

These Terms and Conditions, and any cause of action arising from your use of the Services, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any legal action or proceeding arising from or related to these Terms and Conditions or your use of our Services shall be brought exclusively in the state or federal courts located in Sacramento, California. You expressly consent to the jurisdiction of such courts and waive any objections to such courts on the grounds of venue or jurisdiction.

### **16. Applicability**

These Terms and Conditions constitute the entire agreement between you and Buddy and supersede any prior agreements, whether oral, written, or implied, regarding your use of our Services. Buddy reserves the right to amend these Terms and Conditions from time to time at its discretion. It is your responsibility to review these Terms periodically for any updates. Continued use of the Services after any such updates indicates your acceptance of the revised Terms and Conditions. If you do not agree to any updated terms, you must stop using the Services.

If you have any questions regarding these Terms of Service or our Privacy Policy, please contact Buddy Org Inc.'s Support Team using the following details:

Contact Support Email: [support\[at\]buddybrand.us](mailto:support[at]buddybrand.us)

Buddy Org Inc. is located at 2555 Amy's Lane, El Dorado Hills, CA 95762