

## **Terms of Service Agreement**

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### WELCOME

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### ACCEPTANCE OF THE TERMS OF SERVICE

Please read the Terms of Service carefully before you start to use the Services. By visiting, accessing or using the Services, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you ("User" or "Customer") expressly accept and agree to be bound and abide by the Terms of Service and our Privacy Policy found on the Site. Do not access or use the Services if you are unwilling or unable to be bound by the Terms of Service and our Privacy Policy.

The Services are offered and available to users who are 21 years of age or older. The Terms of Service sets forth the legally binding terms for your use of the Services. By accessing or using the Services, you are accepting the Terms of Service and you represent and warrant that you have the right, authority, and capacity to enter into the Terms of Service. You may not access or use the Services if you do not have the capacity to enter into the Terms of Service. If you do not agree with all of the provisions of the Terms of Service, do not access or use the Services. If you are using the 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 the Terms of Service.

When using particular Ananda Farms services provided as part of the Services, you agree to abide by any applicable posted guidelines for all our services, which may be revised and updated from time to time. You agree to be responsible for making all arrangements necessary to access the Services and for ensuring that all persons who have access to the Services through your internet connection are aware of the Terms of Service and comply with them.

Ananda Farms reserves the right, but is not obligated, to strictly enforce the Terms of Service through self-help, active investigation, litigation and prosecution. Should you object to any term or condition of the Terms of Service, any guidelines, or any subsequent modifications thereto or become dissatisfied with Ananda Farms in any way, your only recourse is to immediately discontinue use of the Services.

#### CHANGES TO THE TERMS OF SERVICE

The Terms of Service are subject to occasional revision, and if we make any substantial changes, we may notify you by posting notice of the changes on the Site or through the Services. These changes will be effective immediately upon notice or posting. You should review the posted Terms of Service and any applicable additional terms each time you use the Services. You acknowledge and agree that your continued use of the Services following the notice or posting of revised Terms of Service means that you accept and agree to the Terms of Service as revised.

#### IMPORTANT DISCLAIMERS REGARDING INFORMATION AND MEDICAL ADVICE

All information contained in the Services or posted by Ananda Farms is for informational purposes only. Ananda Farms does not endorse, and is not responsible for the accuracy or reliability of, any opinion, advice, statement, or other information made on the Services.

Ananda Farms does not offer medical advice. Any information accessed through the Services is meant for informational purposes only, is not intended to be a substitute for medical advice, diagnosis, or treatment, and is not intended to cover all possible uses, directions, precautions, or adverse effects. The information on the Services should not be used for the diagnosis or treatment of any medical condition. Always consult your doctor or other qualified healthcare provider if you have any questions about a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Services.

The foregoing disclaimers and limitations on liability shall not limit the more general disclaimers and limitations on liability in elsewhere in the Terms of Service.

#### CONTENT

The Services contains a variety of: (a) materials and other items relating to Ananda Farms and its products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Services and any and all copyrightable material (including source and object code); (b) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Ananda Farms (collectively, "Trademarks"); and (c) other forms of intellectual property (all of the foregoing, collectively "Content").

The Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publically display, publically perform, republish, download, store or transmit any of the Content, except as follows: (a) your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your web browser for display enhancement purposes; and (c) you may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not: (a) modify copies of any materials from the Site; or (b) delete or alter copyright, trademark or other proprietary rights notices from copies of materials from this Site. You must not access or use for any commercial purposes any part of the Services or Content. If you print, copy modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or Content is transferred to you, and all rights not expressly granted are reserved by us.

You acknowledge that the Content and all the intellectual property rights in the Services and Content are owned by Ananda Farms or Ananda Farms licensors. The provision of the Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Ananda Farms and its suppliers reserve all rights not granted in the Terms of Service. The Name "Ananda Farms" and related names, logos, product and service names, designs and slogans are slogans and trademarks of Ananda Farms or its affiliates or licensors. You must not use such marks without our prior written permission.

## ACCEPTABLE USE POLICY

You agree not to use the Services to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage, compromise, or alter the Service, 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) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (d) attempt to or impersonate Ananda Farms in order to gain unauthorized access to the Services, other computer systems or networks connected to or used together with the Services, through password mining or other means; or (e) introduce software or automated agents or scripts to the Services so as to produce generate automated searches, requests and queries, or to strip, scrape, or mine data from the Services.

We reserve the right to suspend or terminate your access to the Services, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party.

Any suspension or termination will not affect your obligations to Ananda Farms under the Terms of Service. Upon suspension or termination of your access to the Service, or upon notice from Ananda Farms, all rights granted to you under the Terms of Service will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of the Terms of Service, which by their nature should survive your suspension or the termination of your access to the Services will survive, including the rights and licenses you granted to Ananda Farms in the Terms of Service, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

## INDEMNITY

You agree to indemnify and hold Ananda Farms (and its officers, employees, and agents) harmless from all losses, damages, liabilities, claims, actions, judgments, awards, penalties, fines, costs and 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: (a) your use or misuse

of the Services; (b) your violation of the Terms of Service; or (c) your violation of applicable laws or regulations.

Ananda Farms reserves 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 the prior written consent of Ananda Farms. Ananda Farms will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### THIRD PARTY MATERIALS; RELEASE

The Services might display, include or make available third-party content (including data, information, articles, applications or other products, services and/or materials) or contain links to third party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that Ananda Farms is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Ananda Farms 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 and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk. When you link to Third Party Materials, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Materials.

You hereby release and forever discharge Ananda Farms (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 Services users or Third Party Materials.

#### GENERAL DISCLAIMERS

**The Services are provided "as-is" and "as available" and we 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, Ananda Farms makes no warranty that the 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 of implied warranties may not apply to you.**

#### LIMITATION ON LIABILITY

To the fullest extent permitted by applicable law, in no event shall Ananda Farms 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 the Terms of Service or your use of, or inability to use, the Services, even if we have been advised of the possibility of such damages. Access to, and use of, the 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, Ananda Farms' liability to you for any damages arising from or related to the Terms of Service (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the amounts you've paid Ananda Farms in the prior 12 months (if any). 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 for incidental or consequential damages may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

#### TERM AND TERMINATION

Subject to this Section, the Terms of Service will remain in full force and effect while you use the Services. We reserve the right to and may: (a) suspend your rights to use the Services; or (b) terminate the Terms of Service, at any time for any reason at our sole discretion, including for any use and access of the Services in violation of the Terms of Service. Upon termination of the Terms of Service and right to access and use the Services will terminate immediately. Ananda Farms will not have any liability whatsoever to you for any termination of the Terms of Service.

#### GENERAL

Ananda Farms reserves the right, without any limitation, to: (a) investigate any suspected breaches of its Services security or its information technology, infrastructure or other systems or networks; (b) investigate any suspected breaches of the Terms of Service; (c) investigate any information obtained by Ananda Farms in connection with reviewing law enforcement databases or complying with criminal laws; (d) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; and (e) prosecute violators of the Terms of Service.

You acknowledge and agree that Ananda Farms will have no obligation to provide you with any support or maintenance in connection with the Services.

All disputes between you and Ananda Farms arising out of, relating to, or in connection with, the Services shall be exclusively litigated in courts located in Josephine County, Oregon. Notwithstanding any provision in the Terms of Service to the contrary, you and Ananda Farms agree that if Ananda Farms makes any future change to this dispute resolution provision, it will not apply to any individual claim(s) that you had already provided notice of to Ananda Farms. The Terms of Service are governed by the laws of the State of Oregon without regard to conflict of law provisions.

The Terms of Service constitute the entire agreement between you and us regarding the use of the Services, superseding any prior agreements between you and Ananda Farms. Our failure to exercise or enforce any right or provision of the Terms of Service shall not operate as a waiver of such right or provision, nor shall any single or partial exercise by Ananda Farms of any right or power hereunder preclude further exercise of that or any other right hereunder. The order of information, section titles and other text formatting in the Terms of Service are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of the Terms of Service is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms of Service 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 Ananda Farms. The Terms of Service, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Ananda Farms' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Please contact Ananda Farms with any questions about the Terms of Service.

Address: PO Box 518, Williams, OR 97544

Telephone: 541-291-7326

Email: [info@anandafarmscannabis.com](mailto:info@anandafarmscannabis.com)

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