



Elevate Cannabis Mobile App Terms of Use

Last Updated: February [●], 2024

This Elevate Cannabis mobile application (the "App") is owned and operated by Elevation Cannabis, LLC ("Elevate MO" or "us" or "we" or "our"). These terms (the "Terms") govern your access to and use of the App, including any content, functionality and services offered on, through or in combination with the App.

Please read these Terms ("Terms") carefully before you start to use the App. By using the App, or by clicking to accept or agree to the Terms when that option is made available to you, you accept and agree to be bound and abide by these Terms. You may use the App only for lawful purposes and in accordance with these Terms. If you do not want to agree to these Terms, you must not access or use the App. By using the App, you are communicating with us electronically.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.

Neither Elevate MO nor its representatives are engaged in rendering legal services or other such advice. Content on the App is not intended to offer legal or medical advice concerning the cannabis industry or the legality, health or safety of the use of cannabis products. Your use of the App is subject to the additional disclaimers and notices that may appear throughout the App.

Elevate MO and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material on our App or any products you purchase using the App. While we strive to keep the information on this App accurate, complete and up-to-date, Elevate MO and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information or services on the App.

Changes to the Terms

We may make changes to these Terms from time to time in our sole discretion. We may also make improvements or changes in the information, services, products, and other materials on this App, or terminate this App at any time. All changes are effective immediately when we post them. Your continued use of the App following the posting of such changes means that you accept and agree to the changes. You should check back from time to time so that you are aware of any changes to the Terms, as they are binding on you.

Use License

If you are under the age of 18, you may not use this App.

If you agree to these Terms, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this App license contained in these Terms.

The following terms apply when you use a App obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the App: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this App license contained in these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you 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; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this App license contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this App license contained in these Terms against you as a third-party beneficiary.

Cannabis Industry Regulations

It is your responsibility to adhere to the relevant laws governing marijuana in your jurisdiction. All of our marijuana products are intended exclusively for personal use within the jurisdiction of sale. The products we offer are not intended for resale or interstate transport. Marijuana is classified as a Schedule I drug. U.S. Federal law as well as specific state laws prohibit the cultivation, processing, sale, possession, and advertising the sale of marijuana and marijuana-infused products. Additionally, the manufacture, sale, and possession of cannabis paraphernalia are illegal.

Your Account

If you use this App, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your mobile device, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this App is terminated, you will (i) stop using the App and any information obtained from the App, and (ii) destroy all copies of your account information, password and any information obtained from this App.

Product and Pricing Information

We strive to ensure that the information presented on the App is comprehensive, precise, and up-to-date. While we make every effort to maintain the completeness and accuracy of information provided through the App, we do not guarantee accuracy in all instances, as permitted by applicable law. We disclaim responsibility for any errors or omissions on the App. In the event of an identified error, we will make efforts to rectify it promptly and notify affected customer.

Products displayed on the app may vary in appearance from those found in the dispensary. Prices displayed in U.S. Dollars for products available for purchase may represent only the retail prices, excluding taxes, fees, or other applicable charges. Prior to finalizing an order, all relevant charges will be disclosed to you.

The current price and availability of a product may deviate from the initially displayed price when the item was added to your shopping cart. Price and availability information are subject to change without prior notice.

The App may feature coupons, special offers, promotional codes, giveaways, or other offerings from Elevate Mo. These are advertisements, and maybe contingent upon additional terms, conditions, or restrictions in accordance with applicable state law.

Orders

The App may include a feature that allows you to place orders with us and pick up at one of our dispensaries. All orders are subject to our acceptance, which we will confirm through communication with you. Before pick up, we reserve the right, without prior notice, to cancel or limit the quantity of any product in an order or refuse service to any user. We may restrict or prohibit orders that we find, in our sole judgement, violate these Terms or applicable law, result from fraudulent or deceptive activity, or are placed by dealers, resellers, or distributors. If we modify or cancel an order, we will make efforts to notify you through the contact information provided at the time of order placement. Additionally, we may require verification of information before accepting any order.

No Unlawful or Prohibited Use

As a condition of your use of this App, you warrant to Elevate MO that you will not use this App for any purpose that is against the law or prohibited by these Terms. If you violate any of these Terms, your permission to use this App automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this App or accessed through this App. You may not republish Elevate MO content or other content from this App on another App or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware, or other malicious code to this App. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our App is virus free.

If you are under the age of 18, you may not use this App.

You further agree not to:

1. use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the App, or for purposes of registering for any promotions offered through the App;
2. delete or revise any material or other information of any other user or Elevate MO;
3. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
4. take any action that imposes an unreasonable or disproportionately large load on the App's infrastructure;
5. use any device, software or routine to interfere or attempt to interfere with the proper working of the App or any activity being conducted on this App;
6. allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
7. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the App;
8. use the App for any purpose that is unlawful or prohibited by these Terms, conditions, and notices;
9. use the App in any manner that could damage, disable, overburden, or impair any Elevate MO server, or the network(s) connected to any Elevate MO server,

10. interfere with any other party's use and enjoyment of any App;
11. attempt to gain unauthorized access to the App, services, other accounts, computer systems or networks connected to any Elevate MO server or to any of the services, through hacking, password mining or any other means; or
12. obtain or attempt to obtain any materials or information through any means not intentionally made available through the App.

NOTICE REGARDING MEDICAL ADVICE

THIS APP DOES NOT PROVIDE MEDICAL OR OTHER LICENSED PROFESSIONAL ADVICE. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE. THE SITE MATERIALS, SUCH AS TEXT, GRAPHICS, IMAGES, AND INFORMATION OBTAINED FROM THIS SITE ARE FOR INFORMATIONAL PURPOSES ONLY. THE SITE IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION YOU HAVE OBTAINED THROUGH THIS APP. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

No Warranties; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS APP AND THE SERVICES OFFERED ON THE APP IS AT YOUR SOLE RISK. THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE DO NOT, AND OUR SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE APP, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

We have made efforts to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your mobile device's display of any color will be accurate. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors will be corrected.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS AND THE APP DISTRIBUTORS, ALL RESPONSIBILITY FOR ANY DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE APP OR CONTENT OR DATA AVAILABLE ON OR THROUGH THE APP. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ELEVATE MO, ITS SUPPLIERS, AND THE APP DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE APP OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE APP OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APP; OR (v) ANY OTHER MATTER RELATING TO THE APP OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE PRODUCTS OR \$100, WHICHEVER IS GREATER.

IF YOU ARE DISSATISFIED WITH THE APP OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ONESOURCE, ITS PARTNERS, AFFILIATES, APP DISTRIBUTORS, SERVICE PROVIDERS, LICENSORS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS, IS TO DISCONTINUE USING THE APP.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this App, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

User Content/Product Reviews

We may offer the opportunity for you to contribute your ideas, comments, questions and other communications from the App (the "User Content") in the product review feature of the App ("User Areas") that may be offered from time to time and may be operated by Elevate MO or by a third party.

We provide the review feature for the convenience of Elevate MO, staff and certain other authorized individuals. These areas are merely provided as a forum for enabling participants to communicate about the subjects of interest. Elevate MO does not exert editorial control over information or materials posted by third parties in these areas. Elevate MO is not responsible for monitoring any materials posted by any third party or for verifying that such information or materials are accurate, timely, reliable, suitable, complete, non-infringing, or free from technical

defects. These limitations of warranties and liability apply to all email discussion lists and interactive forums.

We are not liable for any harm caused by the transmission, via the use of a list, of a virus, or other code or programming device affecting your software, hardware, data, or property.

You are solely responsible for the content of any content that you post and you agree to indemnify and hold Elevate MO, its affiliates, officers, and employees harmless from any claim, demand or expense (including attorneys' fees) due to or arising out of your use of the review function or any information or materials you provide in such review.

You will not (nor cause any third party to) use the App to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others or immoral activities or any of the following types of activities, without limitation:

- a. transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- b. transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- d. advertising or commercial content;
- e. interfering with or disrupting the App;
- f. disrupting the activities or enjoyment of the App for other users; or
- g. collecting, or storing personal data about other users.

You agree to abide by all applicable local, state, and federal laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including without limitation any User Content you create or upload.

You acknowledge that User Content is not endorsed by Elevate MO and such user content should not be considered to have been reviewed, screened, or approved by Elevate MO. You should exercise discretion before relying on information contained in user content.

We may, in our sole discretion, terminate your password, account (or any part thereof) or use of the App, and remove any User Content from a User Area, at any time and for any or no reason. Elevate MO will not be liable to you or any third party for any termination of your access to the App or deletion of any User Content on the App.

We may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process,

enforce these Terms, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of Elevate MO, any users of the App, and the public.

We will not be liable for the collection, use, or disclosure of any personal information by, in, or through a User Area offered by a third party. In such circumstances, you must refer to any Terms of service and privacy statement of the third party offering the User Area.

Subject to applicable law and privacy policy, any communications posted by you in a User Area (including without limitation User Content) are on a non-confidential basis, and we are under no obligation to refrain from reproducing, publishing, or otherwise using them in any way or for any purpose. We are free to use the content of any such communication, including without limitation any ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose including without limitation developing, manufacturing, and/or marketing goods and services. You will be responsible for the content and information contained in any communication sent by you to this App or otherwise to Elevate MO, including without limitation for its truthfulness and accuracy.

Dispute Resolution

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, Company retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims**

on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

Miscellaneous

This App is intended to and directed to residents of the United States and all advertising claims contained in this App are valid only in the United States. These Terms and the resolution of any dispute related to these Terms or this App will be governed by and construed in accordance with the laws of Missouri, without giving effect to any principles of conflicts of law. Failure by Elevate MO to insist upon strict enforcement of any provision of these Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this App or these Terms must be arbitrated within one (1) year after such claim or cause of action arose or be forever barred. If any of these Terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions shall not apply to you.

Contact Us

This App is operated by the Elevation Cannabis, LLC All feedback, comments, requests for technical support and other communications relating to the App should be directed to: customercare@elevatemo.com.

You can also reach us by mail at:

Elevate Missouri

[address]

[address]

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All other trademarks are the property of their respective owners.

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Infringement Claims/Copyright Agent

If you believe that any material contained on the App infringes your copyright or other intellectual property rights, you should notify Elevation Cannabis of your copyright infringement

claim in accordance with the following procedure. Elevation Cannabis will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this website's Designated Agent who is:

By mail: DMCA Copyright Agent
 c/o Elevation Cannabis
 Address
 Address
By phone: (xxx) xxx-xxxx
By fax: (xxx) xxx-xxx
By email: [INSERT EMAIL ADDRESS FOR REGISTERED DMCA AGENT]

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Emails sent to _____ for purposes other than communication about copyright claims may not be acknowledged or responded to.

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact

Elevation Cannabis and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.