

Terms of Use and Service

GenCanna Global USA, Inc.

Effective Date: May 18, 2018

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4. **User account.** Users will be provided a username and password upon completing the registration process. User agrees to immediately notify GenCanna at info@gencanna.com should User know, or have reasonable grounds to suspect, that the username and password have been compromised. GenCanna shall not be responsible for User's failure to abide by this Paragraph.

5. **Informational content supplied by Users.** User understands that all information, computer files, software, graphics, sound files, and text, whether publicly displayed by User on the GenCanna web site, or privately transmitted through the GenCanna web site, are the responsibility of the User from which such informational content has originated. User is fully responsible for any and all informational content that user uploads, posts, e-mails, or transmits using the GenCanna web site. GenCanna does not and cannot control the informational content Users transmit through the GenCanna web site. Under no circumstances shall GenCanna be held liable for User's exposure to informational content that User deems offensive, indecent or objectionable. Under no circumstances shall GenCanna be held liable for any errors or omissions in any informational content transmitted by Users.

6. **User conduct.** User agrees to not use the GenCanna web site to:

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- (b) harm legal minors;
- (c) collect personal information on, "cyberstalk" or harass another User, or engage in conduct that negatively affects the online experience of another User;
- (d) impersonate another User, person, or entity, including any official or employee of GenCanna;
- (e) intentionally or unintentionally violate any local, state, or federal law, including violations of the Copyright Act;

- (f) upload, post or transmit any software or files that contain software viruses or other harmful computer code;
- (g) interfere with the operation of GenCanna's web servers or other computers or Internet or network connections;
- (h) upload, post or transmit any informational content that is the copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another;
- (i) upload, post or transmit and unsolicited or unauthorized advertising, including "spam" or "junk mail."

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17. Notice. Notices may be posted to the GenCanna web site or e-mailed to Users using the e-mail address Users submitted during the registration process.

18. General. This TOS Agreement constitutes the entire agreement between you and GenCanna and governs your use of the GenCanna web site. This TOS Agreement shall be governed by the laws of the State of Delaware. The failure of GenCanna to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of this TOS Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS Agreement remain in full force and effect. Any claim arising under the terms of this TOS Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

19. Violations. Please report any known or suspected violations of the Terms of Use and Services, including any suspected copyright or trademark violations, to info@gencanna.com.