

AMMA WELLNESS WEBSITE TERMS OF USE

THIS AGREEMENT GOVERNS YOUR USE OF THE SITES (AS DEFINED BELOW). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SITES.

Acceptance of Terms of Use. This Terms of Use Agreement ("**Agreement**"), states the terms and conditions under which you may use the website and any services offered on such website or webpages owned and operated by AMMA, which may include the internet domain www.ammawellness.com and its sub-sites (the "**Sites**"), all data, text, graphics, news, reports, and other materials as well as third party content available through the Sites (collectively, the "**Content**") and all services available through the Sites (the "**Services**"). Please read this Agreement carefully. By using the Sites you acknowledge that you have read, understood and agree to be legally bound by this Agreement. The Services and Content offered on the Sites may be subject to additional terms and conditions described on such Sites for those Services or information, and additional licensing terms may apply for software that are disclosed in an End User License Agreement on the Sites or distributed with such software.

AMMA Wellness, LLC, its affiliates, subsidiaries and successors or assigns (collectively "**AMMA**," or "**We or we**") reserves the right to update or modify this Agreement at any time and from time to time. When we make changes to this Agreement, we will revise the "last updated" date at the top of this Agreement. We encourage you to periodically review this Agreement. Your continued use of the Sites after any changes or revisions to this Agreement, regardless of whether you have reviewed the updated version, shall indicate your agreement to be bound by the terms of this Agreement. You acknowledge that AMMA shall have the right to terminate your access to the Sites or Service for any violations of this Agreement or at its convenience.

Your Use, Conduct, Personal and Non-Commercial Use. The Sites are made available for your personal, non-commercial use only. Except as provided by specific terms governing a specific Service, product, or information, you may not modify, copy, distribute, transmit, display, transform, perform, reproduce, publish, license, create derivative works from, transfer, or sell any of the information, software, products, or Services obtained from the Sites. No information, Content, Services, or any other elements on the Sites may be used to compete with AMMA. Any attempted or confirmed activity in contrary to this Agreement will be a material breach hereof.

Registration. You may be required to register with AMMA in order to access certain areas of the Site. In the course of registration, you must: (i) provide true, accurate, current and complete information on the registration form and (ii) maintain and promptly update such registration information as necessary.

If, after investigation, we have reasonable grounds to suspect that any information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that user's account and prohibit any and all current or future use of the Sites (or any portion thereof) by that user. You may not use a user name (or e-mail address) that is already being used by someone else; that would violate any prohibitions herein; or that AMMA rejects for any other reason in its sole discretion. Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to lend or transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interactions with the Sites that occur in connection with your password or user name. You agree to notify AMMA immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. AMMA is not liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to immediately notify AMMA of any unauthorized use of his or her password or account or any other breach of security and ensure that he or she "logs off"/exits from his or her account at the end of each session.

No Unlawful or Prohibited Use. You agree that you will not use the Sites or the information, products, or Services available from them for, or to further, any unlawful purpose. Additionally, you will NOT: (A) upload, post, email, transmit, or otherwise make available any content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or harmful to another party; (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (iii) infringes any patent, trademark, trade secret, copyright, or other intellectual property right of another party; (iv) is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," website links, or any other form of content for the purpose of solicitation; (v) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) consists of forged or manipulated information that disguises the true origin of any content you provide; or (vii) impersonates another person or entity,

including, but not limited to, a AMMA employee, forum leader, guide or host, or falsely states or otherwise misrepresents Your affiliation with a person or entity; (B) collect or store personal data about other users in connection with any prohibited conduct and activities; (C) use the Sites in any manner that could damage, disable, overburden, or impair any server, or network(s) connections; disobey any requirements, procedures, policies, or regulations of networks connected to the Sites; or interfere with any other party's use and enjoyment of the Sites; (D) attempt to gain unauthorized access to any Site content, other accounts, computer systems, or networks connected to any server through hacking, password mining, scraping, or by any other means to obtain any materials or information not intentionally made available on the Sites; (E) intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law; (F) provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; or (G) use automated queries (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Services) as they are strictly prohibited on the Services, unless you have received express written permission from AMMA. As a limited exception, publicly available search engines and similar Internet navigation tools ("**Search Engines**") may query the Services and provide an index with links to the Services' Web pages, only to the extent such unlicensed "fair use" is allowed by applicable copyright law. Search Engines are not permitted to query or search information protected by a security verification system ("captcha") which limits access to human users.

User Submissions. Certain Sites enable users to submit content, email, or other information that will be made available to other users of the Sites (e.g., a forum, blog site, or in postings) or directly to AMMA. You understand and agree that AMMA: (a) is NOT responsible for the content of user submissions, (b) has no obligation to remove any user-submitted content, and (c) has sole discretion to determine whether any user submitted content violates this Agreement and to take action or inaction based on that determination. If you submit content or information to a Sites or Service that makes your content available to other users, you represent and agree that: (i) your content is not prohibited by this Agreement; (ii) you are solely responsible for the form, content, and accuracy of any material you submit to a Sites; (iii) you are granting AMMA a royalty-free, perpetual, irrevocable, non-exclusive license (including a waiver of any moral rights) under your intellectual property rights to use, reproduce, modify, adapt, translate, publish, transfer, create derivative works of, publicly display, publicly perform sell and redistribute your content, know-how, ideas, techniques and elements of submissions (in whole or in part) worldwide, and to incorporate such content, know-how, ideas, techniques and elements of submissions in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content; and (iv) AMMA is not obligated to exercise the rights you granted above. For the avoidance of doubt, any ideas, concepts, know-how, or techniques contained in any communication or material you send to AMMA via email or through the Sites for any purpose whatsoever, will be considered non-confidential and non-proprietary.

Community Content. Your rights to access, use, copy and distribute any user and community-generated information or content (including other users' Contributions, as defined below, or third-party apps or content made available on AMMA's community sites, collectively "**Community Content**") is subject to the relevant terms and conditions or license agreement attached to such Community Content. If there are no specific terms and conditions or license agreement attached to such Community Content, the licenses and restrictions under this Agreement will apply.

Intellectual Property Rights in the Sites. You acknowledge that the Sites and various elements contained therein are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. As between you and AMMA, you also acknowledge and agree that the Content is and shall remain the property of AMMA. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, publish, reproduce, transmit, redistribute, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may not use any of the information presented on the Sites in any manner to bring a claim of action against AMMA in any jurisdiction.

Trademarks. AMMA Wellness, the AMMA logos, and other marks are trademarks and service marks of AMMA (the "**AMMA Trademarks**") or of third parties. Nothing on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of AMMA Trademarks or third party marks displayed on the Sites, without prior written permission in each instance. All goodwill generated from the use of the AMMA Trademarks will inure to our benefit.

Digital Millennium Copyright Act (DMCA) Copyright Infringement Claims. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the AMMA Designated Agent, by providing the following information:

- (i) Identification of the copyrighted work that you claim has been infringed;
- (ii) Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;

- (iii) Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- (iv) A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By mail:

AMMA Wellness

5739 Belmont Avenue, Dallas, Texas 75206

Attention: Copyright Agent

By e-mail: DMCA_notice_email@ammawellness.com If you give notice of copyright infringement by text e-mail, AMMA's copyright agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

INQUIRIES NOT COMPLIANT WITH THE PROCEDURE OUTLINED MAY NOT RECEIVE A RESPONSE.

Translations. Where AMMA has provided a translation of the English-language version of a AMMA Site, this Agreement, or other Content, You agree that: (a) the translations are only for Your convenience; (b) the English-language version governs Your use of the Content provided by AMMA; and (c) the English-language version shall take precedence in the event of a conflict between the English-language version and the translated version (except as prohibited by local law).

Third-Party Content and Links: Certain Sites may display content provided by third parties, links to third-party web pages, or both, including advertisements and solicitations to purchase their products or services. As consideration for your convenience in making this third-party content available or accessible to you, you acknowledge that AMMA is not responsible for the third-party content. You also agree that AMMA IS NOT responsible or liable for any losses or damages you experience with any third-party content you chose to rely upon or advertisements you respond to, and that you must contact the third party directly for any remedies that may be available to you.

SECURITY OF THE SITES. ACTUAL OR ATTEMPTED UNAUTHORIZED USE OF THE SITES MAY RESULT IN CRIMINAL AND/OR CIVIL PROSECUTION. WE RESERVE THE RIGHT TO VIEW, MONITOR, AND RECORD ACTIVITY ON THE SITES WITHOUT NOTICE OR PERMISSION FROM YOU. ANY INFORMATION OBTAINED BY MONITORING, REVIEWING, OR RECORDING IS SUBJECT TO REVIEW BY LAW ENFORCEMENT ORGANIZATIONS IN CONNECTION WITH INVESTIGATION OR PROSECUTION OF POSSIBLE ILLEGAL ACTIVITY ON THE SITES. WE WILL ALSO COMPLY WITH ALL COURT ORDERS AS WELL AS ALL LAW ENFORCEMENT AND REGULATORY INQUIRIES INVOLVING REQUESTS FOR SUCH INFORMATION.

DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE SITES, THE CONTENT, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF AMMA, ITS AFFILIATES, SUBSIDIARIES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**AMMA PARTIES**") GUARANTEES THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY OR USEFULNESS OF ANY PORTION OF THE SITES, THE CONTENT, OR THE SERVICES. NONE OF THE AMMA PARTIES WARRANT THAT THE SITES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SITES, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SITES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITES AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CONTENT OR SERVICES IS ASSUMED SOLELY BY YOU. NONE OF THE AMMA PARTIES MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY AND ALL, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITES, THE CONTENT, AND THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. **YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITES IS TO STOP USING THE SITES.** Additionally, AMMA makes no claim that any of the Content or software available from the Sites can be lawfully viewed or downloaded outside of the United States. Access to portions of the Sites may not be legal by certain persons or in certain countries. If you access a/the Site(s) from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and from jurisdiction to jurisdiction.

No Responsibility for Connectivity. You agree that you are responsible for the means you use to access the Sites and all costs associated therewith. You understand that we are not responsible for the performance of your hardware, software, the Internet, your Internet service provider and other third parties involved in connecting you to the Sites.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY OF THE AMMA PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITES. IN NO EVENT SHALL ANY OF THE AMMA PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR

RELATING TO THE SITES, THE CONTENT, THE SERVICES, OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS AMMA'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification. To the fullest extent permitted by law, you shall indemnify, defend and hold harmless the AMMA Parties from any and all claims (including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission), demands, damages, costs and liabilities, including reasonable attorneys' fees, arising out of or in connection with: (i) any of your content, including an assertion that the information, content, or other materials or services provided or made available by you or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or misappropriate any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (ii) any breach by you of your obligations under this Agreement; (iii) your unlawful and/or unauthorized use of, or activities in connection with this Site. The foregoing indemnities shall survive expiration or termination of these Terms.

Use of Personal Data. Your use of the Sites may involve the transmission to us of certain personally-identifiable information (the "**Personal Data**"). Our policies with respect to the collection and use of Personal Data are governed according to our Privacy Policy (located at <http://www.ammawellness.com/privacypolicy>), which is hereby incorporated by reference in its entirety.

Electronic Communications and Contracting. The Sites may contain additional agreements and disclosures in electronic form. By assenting to this Agreement, you agree that a printed version of this Agreement and other agreements entered into by you on the Sites in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Miscellaneous. In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The sections of this Agreement entitled limitation of liability, indemnification, miscellaneous shall survive the termination of this Agreement. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement. You expressly absolve and release the AMMA Parties from any claim of harm resulting from a cause beyond their control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist activities or governmental restrictions. You may not assign this Agreement. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement and any other agreements between the parties entered into through the Sites shall be governed by and construed in accordance with the laws of the State of Delaware and shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, the Brussels or Lugano Conventions, the UCITA, or the Rome or Rome 1 Conventions. Except for proceedings commenced by us to protect our intellectual property or confidential information which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of Delaware. This Agreement contains the entire agreement of the parties concerning the Sites and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You shall comply with all laws, rules and regulations, which are now or hereinafter promulgated by any government authority or agency, which govern or apply to the operation and use of the Sites. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Content or Services to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Sites that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation. All rights not expressly granted herein are reserved by us. Thank you for your cooperation. We hope you find the Sites helpful and convenient to use! Questions or comments regarding the Sites, including any reports of non-functioning links, should sent to us via email at info@ammawellness.com or via U.S. mail to AMMA Wellness, 9323 Manchaca Rd., Apt 1513, Austin, Texas, 78748. We try to answer every email in a timely manner but are not always able to do so.