

## **Astro Management LLC Terms of Service**

Last Updated: December 16, 2020

### **AGREEMENT TO TERMS OF SERVICE**

THESE TERMS OF SERVICE (“AGREEMENT”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU (THE “USER”, “YOU”, OR “YOUR”) AND ASTRO MANAGEMENT LLC (“ASTRO MGMT”, “WE”, “OUR”, “US” OR OUR AFFILIATES, AS APPLICABLE) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE MOBILE OR WEB-BASED KUSH MARKETPLACE APPLICATIONS (THE “PLATFORM”). PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING AND/OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL AND/OR USE THE PLATFORM.

As used in this Agreement, “Affiliate” means any entity that is directly or indirectly in control of or under the power of Astro Mgmt, and specifically KMP, Inc. and KexTrade, LLC, as further referenced herein.

In some instances, additional terms and conditions (“Additional Terms”) may apply to your use of the Platform or to a service or product offered via the Platform. To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless they state otherwise.

These Terms of Service are a legally binding contract between You and Astro Mgmt. This contract sets out Your rights and responsibilities when you use the Platform, so please read it carefully. By using any of our Services (even just browsing the Platform), You are agreeing to these Terms of Services. If You don't agree with the Terms of Service, You may not use our Platform.

### **PRIVACY**

Astro Mgmt respects the privacy of its Users. Please refer to Astro Mgmt's Privacy Policy located at <http://kush.com/privacy> which explains how we collect, use, and disclose information that pertains to your privacy. When You access or use the Platform, You signify Your agreement to this Privacy Policy, which is fully incorporated into and is a part of this Agreement.

### **OUR PLATFORM**

The Platform provides web-based and mobile-based platforms that allows Users to connect licensed buyers and sellers of goods and services in the cannabis and hemp industries. Users who list inventory on the Platform have the choice to submit that inventory using the Platform's matching algorithms. These algorithms notify all prospective buyers as new products are available that meet their purchasing criteria. The production, distribution and possession of cannabis or hemp or products derived from cannabis or hemp, or conspiring or aiding and abetting someone to do the same, may be illegal under federal law and the laws of various states.

### **COMPLIANCE WITH LAWS**

Astro Mgmt operates and does business only in those states in which the production, distribution, and possession of cannabis is legal under state law. Astro Mgmt also operates and

does business only in those states in which the production of hemp is legal under state law. Further, Astro Mgmt requires that all Users of the Platform be licensed under applicable state law in which it does business. Astro Mgmt will conduct its own due diligence as to whether each producer, processor, or distributor using the Platform is properly licensed in the state in which it does business. All Users of the Platform are responsible for providing complete and truthful information to Astro Mgmt and for complying with all applicable laws, regulations and policies at all times. Astro Mgmt is not responsible for any non-compliance or any resulting civil or criminal penalties.

ASTRO MGMT DOES NOT POSSESS A STATE OR LOCAL LICENSE TO PURCHASE OR SELL MEDICAL OR RECREATIONAL/ADULT/RETAIL CANNABIS OR HEMP. ASTRO MGMT IS NOT A PRODUCER, SELLER, RETAILER, SUPPLIER, RESELLER, DISTRIBUTOR, NOR AGENT, REPRESENTATIVE OR SUBCONTRACTOR OF ANY SUPPLIER OR RETAILER, NOR IS IT A CANNABIS OR HEMP COLLECTIVE OR COOPERATIVE. THE PLATFORM OFFERS INFORMATION AND THE ABILITY TO CONNECT BUYERS, SELLERS AND VENDORS WITH EACH OTHER, BUT ANY TRANSACTION IS AT THE PARTIES OWN RISK, AND ASTRO MGMT DOES NOT ACT AS A CANNABIS OR HEMP SUPPLIER, DISTRIBUTOR, RETAILER OR VENDOR. ASTRO MGMT AND ITS AFFILIATES DISCLAIM ALL LIABILITY FOR ANY CANNABIS OR HEMP TRANSACTIONS THAT OCCUR BETWEEN ENTITIES OR PERSONS WHO ARE OR ARE NOT PROPERLY LICENSED BY THEIR APPLICABLE STATE AND/OR LOCAL AUTHORITIES.

ASTRO MGMT DOES NOT REPRESENT THAT ANY TRANSACTIONS OFFERED OR CONDUCTED VIA THE PLATFORM ARE LAWFUL UNDER FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS.

## **USE OF PLATFORM**

You represent that you are currently licensed to engage in the business of producing, processing, or distributing cannabis or hemp in the state in which you do business or intend to do the same. You represent that you comply with all related regulations for the sale and transfer of cannabis or hemp under all applicable laws and regulations, including that you intend to sell cannabis or hemp and/or cannabis- or hemp- derived products only to licensed parties.

You represent that you will promptly notify Astro Mgmt of any change in the status of any cannabis- or hemp-related or other business licenses, and of any inspections, fines, penalties, inquiries, subpoenas, court orders, or search warrants by any regulating agency or law enforcement.

You need to be at least 21 years old and a resident of the United States to register for and use the Platform. By using the Platform, you represent and warrant that you are at least 21 years old, that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will comply with all applicable laws, regulations, rules and policies at all times. You further represent and warrant that you have not previously been suspended or removed from using the Platform and that you may enter into this Agreement without violating any other agreement to which you are a party.

The Platform, all content (other than User Content) made available on or through the Platform, including without limitation images, graphics, photos, video, text and sound ("Content"), and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Platform, is owned by Astro Mgmt, its licensors, vendors, agents and/or its content providers. All elements of the Platform are protected by intellectual property laws. The Platform may only be used for the intended purpose for which they are made available. The Platform, Content and all related rights (including but not limited to copyrights, trademarks and other proprietary rights) are the exclusive property of Astro Mgmt, its affiliates, or their licensors unless otherwise expressly agreed. You will not

remove any trademark, service mark, copyright or other proprietary notices from Content or materials found on the Platform. Other product and company names that are mentioned on the Platform may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

When you create your own personalized account, you may be able to provide content to the Platform, to communicate with other users, and provide information regarding a User's goods and services (collectively, "User Content"). By posting any User Content via the Platform, you expressly grant, and you represent and warrant that you have a right to grant, to Astro Mgmt a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Platform.

## **REGISTRATION/VERIFICATION**

Each User may create a personalized account to access the Platform, exchange information with other Users, and to receive messages and notifications from Astro Mgmt. User accounts include a unique username, your email address, your phone number, and a password. If you are a business, we also need your business license number and other verifying information.

You agree to provide true, accurate, current and complete data for your accounts and to maintain and update account data to keep it true, accurate, current, and complete. You further agree to notify us immediately of any unauthorized use of your password and/or account. You will be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your username, password and/or account. We have the right to provide account data, content or use records, and other information in response to a subpoena, warrant, order or other legal request.

Maintaining a safe and secure User community is very important to Astro Mgmt. When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property.

Any interactions and communications with other Users must comply with respective state laws, regulations and policies. Neither Astro Mgmt nor its Affiliates are responsible for any civil or criminal penalties or consequences for non-compliance. Please review your state and local rules and regulations on cannabis or hemp activity before using the Platform.

NEITHER ASTRO MGMT NOR ITS AFFILIATES ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE PLATFORM AND YOU HEREBY RELEASE ASTRO MGMT AND ITS AFFILIATES FROM ANY LIABILITY RELATED THERETO. ASTRO MGMT AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM.

## **FEES AND PAYMENTS**

### **Basic Membership Platform and Payment Processing Fees**

You agree to pay Astro Mgmt a flat fee for your use of the Platform as shown below. Astro Mgmt does not participate in a profit split nor is a true party of interest in any transactions. Our service fee is built into the price advertised to buyers.

Total Sale Price (Min) – (Max)	Fee	Total Sale Price (Min) – (Max)	Fee	Total Sale Price (Min) – (Max)	Fee
\$0-1,000	\$50	\$1,000-\$1,220	\$61	\$1,221-\$1,700	\$86
\$1,701-\$2,400	\$120	\$2,401-\$3,350	\$167	\$3,351-\$4,685	\$234
\$4,686-\$6,600	\$328	\$6,601-\$9,200	\$459	\$9,201-\$1,2900	\$643
\$12,901-\$18,000	\$900	\$18,001-\$25,200	\$1,260	\$25,201-\$35,300	\$1,764
\$35,301-\$49,400	\$2,469	\$49,401-\$69,100	\$3,457	\$69,101-\$96,800	\$4,840
\$96,801-\$135,500	\$6,776	\$135,501-\$189,700	\$9,486	\$189,701-\$265,600	\$13,281
\$265,601-\$372,000	\$18,593	\$372,001-\$520,000	\$26,031	\$520,001-\$730,000	\$36,443
\$730,001-\$1,000,000	\$51,020	\$1,000,001-\$1,400,000	\$71,429	\$1,400,001-\$2,000,000	\$100,000
\$2,000,001-\$2,600,000	\$140000	\$260,0001-\$360,0000	\$182,000	\$3,600,001-\$5,050,000	\$252,000
\$5,050,001-\$7,050,000	\$353,500	\$7,050,001-\$9,850,000	\$493,500	\$9,850,001-\$13,750,000	\$689,500
\$13,750,001-\$19,250,001	\$962,500	\$19,250,002-\$26,950,003	\$1,347,500	\$26,950,004-\$37,700,000	\$1,886,500
\$37,700,001-\$50,000,000	\$2,639,000				

### Platform Fees for Premium Membership

If you have a premium membership, your fees for use of the Platform are included in your premium membership.

### Payment Processing Fees for Non-Cannabis Sellers

Non-Cannabis Sellers (sellers of hemp (or, “industrial hemp,” as defined by the 2018 Farm Bill) goods, or sellers of goods which do not contain cannabis (e.g. product packaging)) utilizing our Square e-commerce payment integration are required to pay a payment processing fee to Astro Management equal to ten percent (10%) for each sale made using the Platform. This payment is made via our Square e-commerce payment integration. If you need help setting up this integration from your Square account, please contact us at [info@kush.com](mailto:info@kush.com).

### Paying Your Fees

Payment of your fees for use of the Platform is due and payable in full either upon the buyer’s acceptance of the items sold or fourteen (14) days after the introduction is made between the buyer and seller, whichever is earlier. Your account will be considered past due if your Fees are not paid within fourteen (14) days and Astro Mgmt may take action to collect funds. You may pay your outstanding balance manually by credit card, debit card, ACH, or wire transfer. Astro Mgmt considers non-payment of User Fees as a User Breach and may suspend or terminate a User as a result of non-payment.

If you are required to pay payment processing fees, those fees will be charged to you at time of payment via Square.

You can update your payment method by going to your User page. We may also update your payment method using information provided by the payment service providers. Following any

update, you authorize us to continue to charge the applicable payment method.

Astro Mgmt does not receive, process, store or communicate data that is subject to the Payment Card Industry Data Security Standard. Any purchase made via the Platform utilizes an independent, PCI-DSS compliant, third party to handle payment processing. No credit card data is stored on the Platform, no credit card data is accessible by staff at any time or on any level, and no credit card data is obtained, maintained or retained in connection with a completed transaction. If you have questions about Astro Mgmt's PCI compliance, please submit your written inquiry to [legal@kush.com](mailto:legal@kush.com). If you utilize a wire transfer or ACH transaction to pay for the services used via the Platform, Astro Mgmt destroys any and all bank account information once the transaction is completed in accordance with applicable laws and regulations. Astro Mgmt does store your payment preferences on the platform so that you do not need to re-enter this information. You can change your payment preferences in your User profile at any time.

### **Fee Avoidance**

Any action by a User to avoid paying a fee is considered fee avoidance and is strictly provided by Astro Mgmt. This includes, for example, encouraging buyers to purchase an item through another venue (such as another platform, over the phone, or in person). A transaction initiated on the Platform may not be completed off of the Platform. The price stated in each description must be an accurate representation of the sale. A User may not alter an item's price after a sale for the purpose of avoiding Fees, misrepresenting an item's location, or use another User's account without permission.

### **Taxes**

Each User is responsible for collecting and paying any taxes associated with using and making sales through the Platform.

### **Membership Fees**

Astro Mgmt Users in good standing may opt-in to a membership on the Platform. A membership is a subscription package offering an expanded set of tools for selling items. The fee for a basic membership is a minimum of \$15 USD per month. The fee for a premium membership is a minimum of \$99 USD per month. Membership fees are non-refundable. Where applicable, Astro Mgmt will charge sales tax on a User's monthly subscription fee.

**AUTO-RENEW: Membership fees will be charged to your account on the same day every month. For example, if you sign-up on March 5, your subscription fee will be added on April 5, May 5, and so on. When you sign-up at the end of the month, your subscription fees will be charged to your account on the last day of the month. For example, if you sign-up on May 31, your subscription fees will be added on June 30 because that is the last day of the month. You can cancel your subscription at any time by visiting your User page. Once your subscription has ended, you will return to a standard User and you will no longer have a subscription fee added to your account.**

We reserve the right to change our Membership Fees or adjust pricing for our services in any manner and at any time as we may determine in our sole and absolute discretion. Any price changes or changes to your subscription will take effect following notice to you.

Membership Fees are charged to the credit card you have on file. To become a member, you agree to the following:

1. You authorize Astro Mgmt to keep your payment card on file and to charge the card on file in accordance with the auto-renew schedule above.
2. When your payment card is charged, Astro Mgmt will provide you with a receipt

which you can retrieve from your account on the Platform.

3. If your payment card on file is closed, the account number changed, or the charge is rejected by your card issuer, you must update your payment card information or add a new card to your account. If your subscription fee is refused by the issuer for any reason, your User account may be suspended or terminated, and you are still required to pay your outstanding balance by another means. Your authorization applies to any successor or replacement card you or your card issuer provides.
4. You may cancel your membership and update your User account at any time. Astro Mgmt requires a reasonable period of time to act after we receive your notice. You must cancel your membership before it renews in order to avoid the billing of the Membership Fees for the next billing cycle. This means that an additional payment may be made to your payment card while we are processing your request.
5. Suspended or terminated Users remain obligated to pay Astro Mgmt for all Fees, including Membership Fees which are non-refundable.
6. **NO REFUNDS:** Payments are nonrefundable and there are no refunds or credits for partially used periods.

### **Featured Product Fees**

Astro Mgmt offers multiple services to help you advertise and promote your items. Advertising and promotional fees vary by opportunity and will be clearly outlined before you commit to purchasing an ad. Advertising and promotional fees are due and payable immediately and shall be paid prior to Astro Mgmt advertising or promoting items on behalf of a User. Advertising and promotional fees are non-refundable.

Featured Product listings display a seller's item prominently on the platform. You may choose to promote some or all of your listings as Featured Products.

Using advertising and promotional services does not constitute an obligation on Astro Mgmt's part to display an ad or promote your item. Astro Mgmt does not guarantee that a displayed ad or promotion will be clicked, and we can't guarantee that if an ad is clicked that the related item will be sold.

Astro Mgmt reserves the right to change or terminate any advertising or promotion in part or as a whole at any time. Astro Mgmt reserves the right to reject or remove any ad or promotion for any reason, in our sole discretion, including marketing that negatively affects our relationships with our members or other Users.

### **SHIPPING ITEMS**

Sellers are ultimately responsible for shipping their sold items to buyers. If you're using a shipping or fulfillment service, please keep in mind that you are ultimately responsible for making sure that your buyers receive their orders.

By selling an item through the Platform, you agree to the following items:

1. Provide an accurate return address on any packaging;
2. Specify any shipping cost that you will charge the buyer;
3. Provide the buyer with an estimated delivery date when requested;
4. Ship items promptly after they are sold. If there will be a delay in shipping your item, you must contact the buyer and notify them of the delay;
5. Comply with all federal, state, and local regulations relating to shipping your item;
6. Ship to the buyer's listed address on the Platform;
7. Charge an appropriate amount for shipping; and
8. If an item does not arrive, be prepared to provide valid proof of shipping. Valid proof of shipping must show that the item actually was shipped and that it was shipped to the

buyer's address listed on the Platform. If the buyer does not receive their item, they are entitled to lodge a complaint against you which may result in a User Breach.

It is highly recommended that sellers insure their shipment for the actual cost of the item in the event that an item is not received by the buyer for any reason. Insured shipments will help defray any costs incurred in the event that an item is not received.

## **RETURN POLICIES**

If you are a seller, you will be required to abide by the return policy you select when you set up your seller account. Buyers may contact Astro Mgmt directly at [info@kush.com](mailto:info@kush.com) for assistance with returns if a buyer has made attempts over at least the previous 72 hours to work complete the return, but the buyer has been either uncooperative or non-responsive.

## **CONFIDENTIALITY**

Confidentiality: Each Party ("Disclosing Party") has certain Confidential Information that it may share with the other Party ("Recipient") for the sole purpose of performing this Agreement. "Confidential Information" means proprietary, nonpublic or trade secret information disclosed in any form, that Disclosing Party designates as being confidential or that should reasonably have been understood as confidential. Confidential Information does not include information that (a) is already known to Recipient when disclosed by Disclosing Party and was not obtained unlawfully, (b) becomes publicly known without fault of Recipient, (c) is independently developed by Recipient or (d) Disclosing Party approves in writing to be released publicly. Each Party will use reasonable care to prevent unauthorized disclosure of Confidential Information. Recipient may disclose to its lawyers, accountants, employees, or agents who have agreed in writing to confidentiality duties as strict as this Agreement. Recipient may disclose Confidential Information as required by court order or legal request, if Recipient gives prior notice to Disclosing Party, cooperates with Disclosing Party to obtain a protective order, and only discloses what is necessary to comply. Upon request, Recipient will return or destroy all copies of Disclosing Party's Confidential Information. Confidentiality obligations will survive the termination of this Agreement.

## **LINKS**

As part of the Platform, Astro Mgmt may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Users. Astro Mgmt has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or applications available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Astro Mgmt, and Astro Mgmt is not responsible for any Third Party Sites accessed through the Platform or any Third Party Applications, Software or Content posted on, available through or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Astro Mgmt. If you decide to leave the Platform and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Platform or relating to any applications you use or install from the site.

## **DISCLAIMERS**

Opinions, advice, statements, offers, or other information or content made available through the Platform, but not directly by Astro Mgmt, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Astro Mgmt does not guarantee the accuracy, completeness, or usefulness of any information on the Platform and neither does Astro Mgmt adopt nor endorse, nor is Astro Mgmt responsible for, the accuracy or reliability of any opinion, advice, or statement made posted or transmitted via the Platform. Astro Mgmt takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Platform. Under no circumstances will Astro Mgmt be responsible for any loss, damage or injury resulting from anyone's reliance on information or other content posted on the Platform, or transmitted to Users.

Though Astro Mgmt strives to enforce these Terms of Service, you may be exposed to User Content that is inaccurate or objectionable. Astro Mgmt reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Platform or to limit or deny a User's access to the Platform or take other appropriate action if a User violates these Terms of Service or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Astro Mgmt shall have the right to remove, with or without notice, any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of Users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Platform, please contact us [legal@kush.com](mailto:legal@kush.com).

THE PLATFORM IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ASTRO MGMT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PLATFORM INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE PLATFORM. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

NEITHER ASTRO MGMT NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR THIRD PARTY. IN ADDITION, EACH USER IS RESPONSIBLE FOR THEIR SELECTION OF A GOOD OR SERVICE OFFERED BY ANOTHER USER ON THE PLATFORM, AND FOR SELECTING THEIR SELLER. ASTRO MGMT DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED BY A USER AND DOES NOT RECOMMEND ANY PARTICULAR BUYER OR SELLER. ASTRO MGMT DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES REGARDING ANY BUYER'S OR SELLER'S PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSE.

## **LIMITATIONS ON LIABILITY; RELEASE**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASTRO MGMT,



ITS AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE PLATFORM; (C) THE PLATFORM GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE PLATFORM AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH ASTRO MGMT OR ANY OTHER USER OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ASTRO MGMT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

IN THE EVENT OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATED TO THE PLATFORM, CONTENT OR GOODS OR SERVICES OFFERED, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE PLATFORM. THE AGGREGATE LIABILITY OF ASTRO MGMT, ITS AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR PARTNERS, FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, REGARDLESS OF LEGAL THEORY, IS LIMITED TO THE LESSER OF (A) DIRECT DAMAGES PROVEN BY YOU OR (B) THE AMOUNT OF FEES OR CHARGES PAID BY YOU TO ASTRO MGMT DURING THE 3-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **INDEMNIFICATION**

Subject to the terms and conditions set forth in section, each party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement, and the costs of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), relating to, arising out of or resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under of this Agreement by Indemnifying Party; (ii) any negligent or more culpable act or omission of Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (iii) any infringement, misuse, or misappropriation of any third-party intellectual property rights; (iv) any violation or alleged violation of the intellectual property rights of Indemnified Party as a result of Indemnifying Party's performance under this Agreement (subject to the exceptions and limitations listed below); (iv) any breach of any confidentiality obligations; (v) any violation of any law; (vi) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party; (vii) any misuse of, or unauthorized access to, the Platform; or (viii) your violation of any law, rule or regulation of the United States or any other jurisdiction, including without limitation concerning the licensing, cultivation, manufacture, possession, distribution, testing, marketing,

purchase, sale and/or transfer of cannabis, hemp, and/or products derived therefrom. Astro Mgmt may assume exclusive control of any defense of any matter subject to indemnification by you, and you agree to cooperate with Astro Mgmt in such event.

*Exceptions and Limitations.* Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless or defend Indemnified Party against any claim if such claim or corresponding Losses arise out of or result from Indemnified Party's: (i) negligence or more culpable act or omission (including recklessness or willful misconduct); (ii) bad faith failure to comply with any of its material obligations set forth in this Agreement; or (iii) violation or alleged violation of the intellectual property rights of a third party, where such infringement was absent or non-existent prior to Indemnified Party's use or exploitation of the intellectual property.

As used in this Agreement, "Affiliate" means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity (each, a "Person"), that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

## **VIOLATIONS OF TERMS OF SERVICE**

Your permission to use the Platform is conditioned upon the following use and conduct restrictions. You agree that you will not under any circumstances: post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive; use the Platform for any unauthorized or unlawful purpose or for the promotion of illegal activities; attempt to, or harass, abuse or harm another person or group; use another User's account without permission; provide false or inaccurate information when registering an account; interfere or attempt to interfere with the proper functioning of the Platform; make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; bypass any robot exclusion headers or other measures we take to restrict access to the Platform or use any software, technology, or device to scrape, spider, or crawl the Platform or harvest or manipulate data; or publish or link to malicious content intended to damage or disrupt another User's browser or computer.

You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Platform. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Astro Mgmt, however, reserves the right to remove any User Content from the Platform at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Platform, you agree as follows: You are solely responsible for your account and the activity that occurs while signed in to or while using your account; You will not post information that is malicious, false or inaccurate; You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice. You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Platform is solely your responsibility. Astro Mgmt is not responsible for any public display or misuse of your User Content. Astro Mgmt does not, and cannot, pre-screen or monitor all User Content.

However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Platform.

Astro Mgmt may terminate and/or suspend Your User account for the following reasons: 1) non-payment of any fees due and owing; 2) misuse of the Platform; 3) any attempt to circumvent the sales process such as sharing of User contact information, ordering a sample with the sole purpose of obtaining User contact information, or any other similar strategy to circumvent the sales process of Kush.com; 4) any attempt to alter the fees due to Astro Mgmt by designating cannabis goods as hemp or other non-cannabis goods; 5) any violation of any local, state, or federal laws; and 6) for any other reason determined in Kush.com's sole discretion if a User abuses the Platform for personal or commercial reasons.

Astro Mgmt may terminate or suspend your right to access or use the Platform in the event that we believe that you have breached this Agreement (a "User Breach") by providing you with email notice of such User Breach and such termination or suspension, and such termination or suspension will be effective immediately upon delivery of notice. We may also terminate or suspend your account without notice if we believe it is required to prevent damage, harm or injury to us or anyone else. If Astro Mgmt terminates or suspends your right to access or use the Platform, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Astro Mgmt reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Even after your right to use the Platform is terminated or suspended, this Agreement will remain enforceable against you.

Astro Mgmt reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Platform at its sole discretion. Astro Mgmt is not liable to you for any modification or discontinuance of all or any portion of the Platform. Notwithstanding anything to contrary in this document, Astro Mgmt has the right to restrict anyone from completing registration as a User if Astro Mgmt believes such person may threaten the safety and integrity of the Platform, or if, in Astro Mgmt's discretion, such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the Platform. All sections which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

By establishing a User account on the Platform, You thereby represent that You have legal authority to bind a party to a contract with another User. If You do not have the legal authority to bind the party to a contract for sale or purchase of a product on the Platform, do not create a User account. If it is determined or discovered that You do not have such authority or have misrepresented Your authority to Astro Mgmt, Your User account will be terminated immediately. Astro Mgmt, in its sole discretion, specifically reserves the right to terminate any User accounts that are utilized by third parties unrelated to the transaction conducted on the Platform.

## **GOVERNING LAW; DISPUTE RESOLUTION**

**Informal Negotiations.** To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Astro Mgmt agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address is the email address submitted with the creation of a User account. Astro Mgmt's address for

such notices is:

Astro Management LLC  
800 5th Avenue Ste. 101-800  
Seattle, WA 98104

**Binding Arbitration.** If you and Astro Mgmt are unable to resolve a Dispute through informal negotiations, all claims arising from use of the Platform will be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Astro Mgmt may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. In any dispute, neither party will assert that the Agreement is invalid due to illegality.

**Waiver of Right to be a Plaintiff or Class Member in a Purported Class Action or Representative Proceeding.** You and Astro Mgmt agree that any arbitration will be limited to the Dispute between Astro Mgmt and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND ASTRO MGMT ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Astro Mgmt otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

**Location of Arbitration.** Arbitration will take place exclusively in Seattle, Washington. You and Astro Mgmt agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the Washington state and Federal courts located in King County have exclusive jurisdiction and you and Astro Mgmt agree to submit to the personal jurisdiction of such courts.

**Right to Opt Out of Arbitration and Class Action/Jury Trial Waiver.** You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Agreement by notifying Astro Mgmt in writing within 30 days of the date you first registered for the Platform or 30 days from the date this Agreement was last updated. To opt out, you must send a written notification to Astro Mgmt at 800 5th Avenue Ste. 101-800, Seattle, WA 98104, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of the State of Washington, without regard to choice of law principles.

## **COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT**

a. Termination of Repeat Infringer Accounts. Astro Mgmt respects the intellectual property

rights of others and requests that the Users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, Astro Mgmt has adopted and implemented a policy that provides for the termination in appropriate circumstances of Users of the Platform who are repeat infringers. Astro Mgmt may terminate access for participants or Users who are found repeatedly to provide or post protected third party content without necessary rights and permissions. DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Platform infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to Astro Mgmt's designated copyright agent at 800 5th Avenue Ste. 101-800, Seattle, WA 98104:

- i. The date of your notification;
- ii. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- iii. A description 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;
- iv. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- v. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or email address;
- vi. A statement that you have 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
- vii. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. Counter-Notices. If you believe that your User Content that has been removed from the Platform is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

- i. Your physical or electronic signature;
- ii. A description of the content that has been removed and the location at which the content appeared before it was removed;
- iii. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
- iv. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Washington state and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by Astro Mgmt copyright agent, Astro Mgmt may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or User, the removed content may (in Astro Mgmt's discretion) be reinstated on the Platform in 10 to 14 business days or more after receipt of the counter-notice.

## **CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

You (a) consent to receive communications from Astro Mgmt in an electronic form via the email address you have submitted; and (b) agree that all Terms of Service, agreements, notices, disclosures, and other communications that Astro Mgmt provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address, to send you

other messages, including information about Astro Mgmt and special offers. You may opt out of such email by changing your account settings or sending an email to [info@kush.com](mailto:info@kush.com) or mail to the following postal address:

Astro Management  
LLC Customer  
800 5th Avenue Ste. 101-800  
Seattle, WA 98104

Opting out may prevent you from receiving messages regarding Astro Mgmt or special offers.

## **MODIFICATION OF TERMS OF SERVICE**

We can amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. It is your sole responsibility to check the Platform from time to time to view any such changes in the Agreement. If you continue to use the Platform, you signify your agreement to our revisions to these Terms of Service. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms of Service (other than as set forth in this paragraph) or waiver of Astro Mgmt's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Astro Mgmt. No purported waiver or modification of this Agreement by Astro Mgmt via telephonic or email communications shall be valid.

## **GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Astro Mgmt to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with Astro Mgmt must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

Astro Mgmt and its Affiliates will not be responsible for damages or for delays or failures in performance due to due to acts of God, acts of terrorism, civil disorders, rebellion, riots, insurrection, fires, explosions, accidents, floods, vandalism, sabotage, unavailability of equipment, software or parts from vendors, strikes or other labor activity, disputes or conditions, shortages, natural disaster, embargoes, war or unrest, military action, governmental restrictions or action, terrorism or threat of terrorism, computer viruses or worms, computer sabotage, malicious online attacks or other cause beyond their control.

This Agreement including any separate terms and conditions agreed in writing between You and Astro Mgmt, are the entire agreement between You and Astro Mgmt, and supersede any prior understandings or agreements whether written or verbal. These Terms of Service and Your use of the Platform are governed by the federal laws of the United States of America and the laws of the State of Washington, without regard to conflict of law provisions. You agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Astro Mgmt may assign or delegate these Terms of Service and/or Astro Mgmt's Privacy Policy, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Astro Mgmt's prior written consent, and any unauthorized assignment and delegation by You is void.

If you have any questions, please contact us by email at [info@kush.com](mailto:info@kush.com)