



WANA Terms and Conditions of Use

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These terms and conditions of use ("**Terms**") govern your use of websites and mobile apps that are owned and controlled by Wana, Inc. ("**Wana**"), including the www.joinwana.com website and the Wana app (collectively "**Wana Site**" or "**Site**"). Please also consult our Privacy Policy for a description of our privacy practices including how we collect and handle your information.

Your compliance with these Terms is a condition to your use of the Site. These Terms are a legally binding contract. Please be aware that these Terms include limitations of liability and indemnification obligations.

By using the Site you are agreeing to all of the Terms. If you do not agree to all of these Terms, do not use the Site.

Wana may revise and update these Terms at any time without notice to you. Your continued use of the "Site" means that you accept those changes. Please check these Terms frequently to make sure you keep track of any changes. If you do not agree to a change, do not use the Site.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE.
IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, DIAL "911" NOW.

1. The Site is for Informational Purposes Only.

The contents of the Wana Site, such as text, graphics, images, information obtained from Wana's licensors, and other materials contained on the Wana Site ("**Content**") are for general information purposes only. The Content is not intended to be a substitute for 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 medical advice, diagnosis or treatment because of something you have read on the Wana Site.

Wana does not provide any physician or other healthcare services itself. Generally, any information or advice you see on the Site comes from users of the Site and not from Wana. Your interactions with users on the Site are not intended to take the place of your relationship with a healthcare practitioner. Wana, any user of the Site, and any other third party who may promote Wana or provide a link to Wana will not be liable for any advice, recommendation, suggestion or any other information posted or obtained on or through the Wana Site. Wana does not endorse specific tests, physicians, health care providers, medications, supplements, products or procedures, opinions, recommendations or other information that may be mentioned on the Site. **You acknowledge that your reliance on any information provided by Wana, Wana employees or contractors, users of the Wana Site or anyone else appearing on the Site at the invitation of Wana or other visitors to the Site is solely at your own risk and you assume full responsibility for all associated risk.**

Wana does not make any representations or warranties about the training, skills, understanding or ability of anyone who provides information on or through the Site.

2. WANA's Ownership of the Site and Related Materials

If you use Content created by or on behalf of Wana, Wana retains all rights to that Content. Wana does not own User Information (defined below).

You can only use Wana's copyrights or trademarks or any similar marks with Wana's prior written consent and in compliance with our brand guidelines, which are available upon request. You must obtain Wana's prior written permission to modify, create derivative works of, decompile, reverse engineer or otherwise attempt to extract source code from Wana or the Site. No part of the Wana Site may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without Wana's prior written consent. You may not use any meta tags or other "hidden text" using Wana's name or trademarks without Wana's prior written consent. You may not frame or use framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, content or other proprietary information (in any form) of Wana without Wana's prior written consent.



Any use of Content created by or on behalf of Wana, Wana's name, copyrights, trademarks or any other of Wana's proprietary materials or information not expressly permitted by these Terms is a breach of these Terms and may violate law. Content and features are subject to change or termination without notice. All rights not expressly granted in these Terms are reserved to Wana and its licensors.

3. Your Submissions, and Posts

The personal information you submit to Wana is governed by Wana's Privacy Policy. If there is any difference between these Terms and the Privacy Policy, these Terms shall control.

The Wana Site contains functionality (including profiles, message boards, user reviews, etc.) that allows users to upload Content to the Site ("**Wana Public Areas**") and users may also upload content via Wana's official brand presence on social media platforms and branded hashtags (including, but not limited to Instagram, YouTube, Facebook, Twitter) (collectively "**Social Medical Platforms**"). If you submit, upload, post or transmit any information, comments, ideas, suggestions, files, images or other materials to Wana, Wana Public Areas or elsewhere on the Wana Site or Social Media Platforms ("**User Information**"), you agree not to provide any User Information that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, harmful or that could encourage criminal or unethical behavioral; (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights or any other rights of any person or entity; (c) constitutes advertisements or solicitations of business; (d) continues to disrupt the normal flow of dialogue or contains comments that are not related to the topic being discussed after receiving a warning; (e) impersonates another person; (f) contains or transmits a virus, malicious code or any other harmful component or (g) otherwise violates the Terms. You represent and warrant to Wana that you have the legal right and authorization to provide all User Information to Wana. Wana can remove User Information you share in violation of these provisions and, if applicable, Wana may take action against your account including, but not limited to, disabling your account or terminating your access to the Site.

By submitting User Information you agree that such submission is non-confidential for all purposes. If you want to keep any information, ideas, or concepts private or proprietary do not submit, upload,



post or transmit them to Wana, the Wana Public Areas or elsewhere on the Wana Site, or Social Media Platforms.

You own the User Information you create and share on the Wana Site and nothing in these Terms takes away the rights you have to your own User Information. However, when you share, post, or upload User Information on the Wana Site (including, but not limited to, photographs), you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publish, post, transmit, publicly perform or display, translate, and create derivative works of your User Information. By sharing, posting or uploading any media on the Wana Site, such as photograph or video, you certify, represent and warrant that any person pictured in the submitted media (or if a minor his/her parent or legal guardian) authorizes Wana to host, use, distribute, modify, run, copy, publish, post, transmit, publicly perform or display, translate, and create derivative works of such media.

You give Wana permission to use your name, profile picture and information about actions you have taken on Wana next to or in connection with ads, offers, and other sponsored content we display without any compensation to you. For example, we may show other users that you are interested in a particular treatment or procedure or have found a page useful that was created by a brand that has paid us to display its ads on the Wana Site.

Separate and apart from User Information, we welcome questions, comments, suggestions, and ideas about Wana and our Site ("Submissions"). If you provide a Submission, whether by email or otherwise, you agree that it is non-confidential (unless we state otherwise in writing) and shall become the sole property of Wana. Wana shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise. You acknowledge that Wana is not obligated to provide acknowledgment or compensation to you in exchange for Submissions.

4. Your Account, Site Access, Security, Restrictions and Passwords.



We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 18. We do not collect personally-identifiable information from any person we actually know is a child under the age of 18.

We try to make the Wana Site broadly available to everyone, but you cannot use the Wana Site if:

- You are under eighteen (18) years old
- You are convicted sex offender
- We previously disabled your account for violations of our terms or policies
- You are prohibited from receiving our products, services, or software under applicable laws

The Site and any services are intended for use by residents of the United States. Wana does not intentionally provide access to the Site to non-residents of the United States or to individuals located outside the United States.

You agree that you will create only one account (your own) and that you will use the same name that you do in your everyday life. If you create an account for the Wana Site, you agree to complete the registration process by providing current, complete, and accurate information as required by Wana. You are responsible for all activities that occur under your account. If access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password. You agree to protect the confidentiality of your user ID and password and not to share or disclose your user ID and password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by Wana at any time with or without cause.

You are not allowed to violate or attempt to violate the security of the Site including, but not limited to: (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or conduct authentication measure without proper authorization and Wana's



prior written consent; (c) accessing or using the Site or any portion thereof in violation of the Terms or any applicable international, federal, state or local law.

You are not allowed to use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass Wana's robot exclusion headers or other measures Wana may use to prevent or restrict access to the Site.

Any violations of system or network security may result in your civil or criminal liability. Wana reserves the right to investigate occurrences that may involve or suggest such violations and may cooperate with law enforcement. You agree not to use any device, software or routine to interfere with or attempt to interfere with the proper working of the Wana Site or any activity being conducted on the Wana Site.

5. Links to Other Sites

Wana makes no representations whatsoever about any other website that you may access through the Wana Site. When you access a non-Wana site or any Social Media Platform, please understand that it is independent from Wana, and that Wana has no control over the content on that website. In addition, a link to a non-Wana website does not mean that Wana endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to the Wana Site, you do this entirely at your own risk.

6. Claims of Copyright Infringement

Wana respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), Wana will respond promptly to notices of alleged infringement.



Wana disclaims any responsibility or liability for copyrighted materials posted on the Site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("**Copyright Notice**") complying with the following requirements.

- Identify the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
- Provide your mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Copyright Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Copyright Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.
- Email the Copyright Notice, with all items completed, to legal@joinwana.com.

7. Accuracy and Integrity of Information.



Although Wana attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties, or guarantees whatsoever as to the correctness of accuracy of the Site and Contents. It is possible that the Site could include typographical errors, inaccuracies, or other errors and that unauthorized deletions, additions, and alterations could be made to the Site by third parties. If you believe the Site contains an inaccuracy, please inform Wana by sending an email to hello@joinwana.com. Information contained on the Wana Site may be changed or updated without notice. Wana shall have no responsibility or liability for information or Content posted to the Site by any user or non-Wana affiliated third party.

8. Disclaimer of Warranties.

Wana DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. Wana DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. Wana DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

9. Limits on Liability.

WANA AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION)



ARISING OUT OF OR RELATING IN ANY WAY TO USE OF OR INABILITY TO USE THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF Wana TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$1000 (ONE THOUSAND DOLLARS).

1. Indemnity

You shall defend, indemnify, and hold harmless Wana (and each of our officers, directors, employees, agents, contractors, coaches, trainers, licensors, and affiliates) (collectively the “Wana Indemnitees”) from and against any and all losses, costs, expenses, damages, injuries, and/or liability of any kind, including attorney’s fees, that a Wana Indemnitee may incur or suffer as a result of any claims, suits, or proceedings asserted or commenced by any third party, which arise out of or are in any way connected with (a) your access or use of our Site; (b) User Information or Submissions; (c) your breach or alleged breach of these Terms; (d) your violation of any law or the rights of another; or (e) your conduct in connection with the Site. We reserve the right, in our sole discretion, to control any action or proceeding, including selection of counsel, and determine whether we wish to settle it, and if so, on what terms, in which event you will cooperate with us in asserting any available defenses.

2. Termination; Discontinuance; Modifications

We may, in our discretion at any time: (a) terminate your access to the Site, (b) deactivate or delete your account, and/or (c) suspend your access to the Site. In any of these instances, you are not permitted to register for another Wana account without our prior written permission.

We may, in our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Site.



Upon any termination of these Terms or suspension, termination, or discontinuation of the Site or your account, any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination of this Agreement or discontinuance of any part of the Site.

10. Governing Law and Time Limit for Causes of Action.

Wana will try to work in good faith to resolve any issue you have with the Site if you bring the issue to the attention of Wana. There may be rare cases where Wana is not able to resolve an issue to your satisfaction. If Wana cannot resolve a dispute with you, you agree that all matters related to any use or access of the Site or these Terms will be governed by the laws of the State of New York without regard to its conflict of law principles or rules. Any claims, disputes, controversies, or causes of action arising out of or in connection with these Terms and or the related use or access of the Wana Site shall be exclusively heard in the federal or state courts located in New York, New York. Both you and Wana consent to venue and personal jurisdiction there, and you agree to waive any right to a jury trial. YOU ALSO WAIVE ANY RIGHT TO COMMENCE A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

YOU AGREE THAT ANY CLAIMS, DISPUTES, CONTROVERSIES OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

11. Other.

These Terms contain the entire agreement, and supersede all prior and contemporaneous oral or written understandings, between the parties regarding the subject matter of these Terms. If any one or more of the provisions in these Terms or portion thereof or the application thereof to any person or circumstances, is held or declared to be invalid, illegal, void or unenforceable, such provision, or portion thereof, shall be severed and the remainder of the Terms (or of such provision) shall not be affected and shall remain in full force and effect. Furthermore, the remainder of the severed



provision (or remaining portion thereof) shall be interpreted in a manner which accomplishes, to the extent possible, the original purpose of such provision. If Wana fails or delays to enforce any of its rights or remedies under the Terms or otherwise by law or to fail to insist on strict compliance with the Terms, it will not be a waiver of Wana's right to demand exact compliance with these Terms. Any waiver of any breach of the Terms is not a continuing waiver of other breaches of the same or other provisions of the Terms. The Terms do not confer any third-party beneficiary rights. All of the Wana's rights and obligations under the Terms are freely assignable by Wana in connection with a merger, acquisition, or sale of assets of by operation of law or otherwise. You will not transfer your rights or obligations under the se Terms to anyone else without Wana's prior written consent. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized. Headings are used in the Terms for convenience and shall not affect any interpretation or construction of the Terms.