

Terms and Conditions of Service Agreement

Last updated March 1, 2020.

Please read these Terms of Service (collectively with Weave's Privacy Policy (PRIVACY POLICY URL), the "Terms of Service") fully and carefully before using www.weaveiq.com (the "Site") and the services, features, content, or mobile applications offered by Weave, LLC (together with the Site, the "Services"). The term "you" or "You" shall refer to any person or entity who views, uses, accesses, browses, or submits any content or material to the Site. These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services. If you do not want to be bound by these Terms, do not use the Site and/or the Services.

The information available on or through use of the Site or the Services, including but not limited to data, text, articles, content, software, images, graphics, photographs, audio, and video clips, links and references, and other materials (collectively, the "Information") is provided for informational purposes only. The Information is not intended to be a substitute for professional medical advice, diagnosis, cure, or treatment. Weave does not recommend or endorse any specific physicians, products, tests, procedures, opinions, or other information that may be mentioned on the Site and/or the Services.

Always seek the advice of a qualified medical professional with any questions you may have regarding your condition. Do not disregard professional medical advice or delay in seeking it because of Information on the Site and/or the Services. Reliance on any Information is solely at your own risk.

1. About Weave

Weave is not a marijuana dispensary, collective or cooperative. It is a service that connects cannabis collectives or cooperatives (collectively, "Dispensaries") with their customers and/or primary caregivers. It does not set pricing or maintain any inventory of cannabis to or for Qualified Customers or their Primary Caregivers. Weave offers you the convenience of receiving information about the Dispensaries. While Weave makes every effort to provide you with Information concerning Dispensaries, Weave is under no obligation to update the Information or Content to reflect circumstances that may occur after its initial publication date. Also, Weave neither endorses nor is responsible for the accuracy or reliability of any information, content, quality of goods or services offered by the Dispensaries and cannot make any representations or warranties with respect to whether the Dispensaries are compliant with applicable rules and regulations. All questions regarding Dispensaries' products and/or services featured on the Site and/or the Services should be directed to the appropriate Dispensaries. Weave, including the Site and the Services, does not in any way independently verify the credentials or

representations of any of the Dispensaries, the ingredients or the quality of any their products or services, or any Dispensary's compliance with applicable laws.

2. Eligibility

You affirm that you are at least eighteen (18) years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

3. Modifications

Weave reserves the right, at Weave's sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via email or by another appropriate means of electronic communication. Weave may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While Weave will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use. No modification to these Terms by any party other than by Weave shall be valid or enforceable against Weave unless expressly agreed to by Weave in a writing signed by a duly authorized officer of Weave.

4. Termination

Weave may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services or by contacting support@weaveiq.com. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

5. Acknowledgements

5.1 Marijuana is included on Schedule 1 under the United States Controlled Substances Act. Manufacturing, distributing, dispensing or possession of marijuana is illegal under the federal laws of the United States of America, and individuals are subject to arrest and/or prosecution for doing so. You acknowledge that it is your responsibility to ensure compliance with these laws.

Weave disclaims any and all liability relating to the use of its website and applications in violation of any federal laws, rules, and/or regulations.

5.2 You expressly acknowledge that the Site is for those residing in states with laws regulating the use of medical or recreational cannabis and that the laws surrounding recreational and medical use are established pursuant to their respective State laws. You expressly acknowledge and assume full responsibility for cooperating with the laws of the state and municipality where you reside. Further, Weave disclaims any and all liability relating to the use of its website and applications in violation of any state laws, rules, and/or regulations.

6. Registration

In order to use some of the features or functionality offered at the Site and/or related services or to access some areas of the Site or related services or to create an account, such a loyalty account or customer account, with a third party, such as a dispensary, you may need to create an account with Weave. If and when you create an account ("Account") with Weave, you agree to provide true, accurate, current, and complete information about yourself as prompted by Weave's registration form and/or signup form (including your government ID number and phone number, if applicable). You agree to maintain and update your information to keep it accurate, current, and complete. You understand that any information you provide will be treated by Weave in the manner described in Weave's Privacy Policy.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or Weave has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Weave has the right to refuse any and all current or future use of the Services. You are solely responsible for the activity that occurs on your Account, and for keeping the phone number associated with your Account secure. You may never use another person's user account or registration information for the Services without permission. You must notify Weave immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security, or unauthorized use of your Account. You should never publish, distribute, or post login information for your Account. You agree to ensure that you exit from your Account at the end of each session. You shall have the ability to delete your Account, either directly or through a request made to one of Weave's employees or affiliates. Weave will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with the foregoing or for any acts or omissions by you or someone else using your Account.

You agree it is a violation of these Terms to sell or divert in any way the medication received to any other person and/or entity, and you hereby represent and warrant that you will not engage in any such activities. Weave may immediately terminate your access and use of the Site and/or the Services in the event it suspects you are violating this provision.

7. Content

For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively “User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. Weave does not guarantee that any Content you access on or through the Services is or will continue to be accurate.

Subject to these Terms of Service, Weave grants each user of the Services a worldwide, non-exclusive, non-sublicensable, and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution, or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right.

This Site, in its entirety, is the sole property of Weave or Weave’s content suppliers and the Services may contain Content provided by Weave, Weave’s partners, or Weave’s users that is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

Weave may change, delete, or update any Content at any time and without prior notice.

8. Third-Party Services

The Services may permit you to link to other websites, services, or resources (collectively, “Third-Party Services”) on or over the Internet, and Third-Party Services may contain links to the Services. Weave has not fully reviewed Third-Party Services that are linked to the Site and does not control such sites or their content. You access Third-Party Services at your own risk. The presence of Third-Party Services does not indicate any approval or endorsement by Weave of any linked website or any material contained within the Third-Party Services, and Weave disclaims any such approval or endorsement. You further acknowledge and agree that Weave shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such Third-Party Service.

9. Materials

Weave has no obligation to monitor the Site or the Services or any postings or other materials that You or other third parties transmit or post on the Site and/or the Services (collectively, the "Materials"). You acknowledge and agree that Weave has the right, and not the obligation, to monitor the Site the Services and the Materials You transmit or post; to alter or remove any such Materials; to disclose such Materials and the circumstances surrounding their transmission to any third party in order to operate the Site and/or the Services properly; to protect Weave, Weave's partners, and Weave's members and visitors; and to comply with legal obligations or governmental requests. The information and opinions posted in the Materials on the Site are not necessarily those of Weave or its affiliates, and Weave makes no representations or warranties regarding such posted Materials. Weave neither endorses nor is responsible for messages or statements, or for any opinion, advice, information, or other utterance made or displayed on the Site or the Services, or forums by third parties, whether such third parties are visitors to the Site, members of the site, or others. Weave is not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or Materials, or for any results obtained from the use of such information. Under no circumstances will Weave or Weave's suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained from the Materials through the Site and/or the Services.

You represent and warrant to Weave that (a) the Materials do not and will not infringe any rights of any third party(ies), and that the Materials do not and will not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies); (b) all obligations relating to the Materials have been satisfied, including, without limitation, those with and relating to artists and personnel, licenses, and laboratory and other contracts; (c) you have the right to enter into these Terms and to grant the rights granted or agreed to be granted hereunder; and (d) you have made all necessary payments (and no additional payments are required to be made) to any and all guilds, unions, performing rights societies, bodies and/or groups representing actors, writers, directors, composers, musicians, artists, and other persons who participated in the production of the Materials. By posting or submitting content on or to the Site and/or the Services (regardless of the form or medium with respect to such content, whether text, videos, photographs, audio or otherwise), you are giving Weave, and its affiliates, agents, and third-party contractors the right to display or publish such content on the Site and/or the Services and its affiliated publications (either in the form submitted or in the form of a derivative or adapted work), to store such content, and to distribute such content and use such content for promotional and marketing purposes.

10. Copyright Infringement Claims

Pursuant to the Digital Millennium Copyright Act, please send a notice of copyright infringement containing the following information to the Designated Agent listed below if you believe that material or content residing on or accessible through Company's websites or services infringes a copyright as follows:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Please contact the Designated Agent to Receive Notification of Claimed Infringement for Company at support@weaveiq.com or at:

ATTN: Copyright Agent
5398 Manhattan Cir. Boulder, CO 80303 USA

11. Communication and Messaging

11.1 By providing your email address while placing an order, creating an account, or any other action, you agree that Weave or Weave's partner dispensaries, may contact you by email for marketing, advertisement, transactional, operational, or informational purposes. You may unsubscribe to such communications by visiting the "Account" page on Weave, within your account settings, and unsubscribing, or by clicking the "unsubscribe" link in the footer of any email correspondence sent through the Weave platform.

11.2 By voluntarily providing your cell phone number to Weave or Dispensaries, you agree that they may contact you by telephone, text messages (SMS), or multimedia messages (MMS) at that phone number, and you hereby consent to receiving such communications for advertisements, marketing, transactional, operational, or informational purposes. You understand that such messages may be sent using an automatic telephone dialing system. You may unsubscribe from receiving such messages at any time. To revoke your consent to

receiving such messages, please follow the unsubscribe procedures described below. Users placing orders through Weave, Weave's associated websites, the Services, or Dispensaries may receive messages about each order. To unsubscribe from order-related text messages, simply reply to the message by texting "STOP" to the number sending the message, using the phone number that is receiving the message. To resubscribe, text "START" to the same number. Additionally, you may receive marketing or advertisement-related text messages after subscribing to receive such messages (e.g, by signing up on a tablet at a Dispensary or after being subscribed by a Dispensary to which you have given previous consent to receive such messages). You may unsubscribe from all such texts associated with a Dispensary by texting "STOP" to the number sending the message, using the phone number that is receiving the message. To resubscribe, text "START" to the same number. Please note that unsubscribing from such marketing or advertisement-related texts will not prevent you from receiving texts from (a) Weave, the Dispensary, or your delivery person regarding your order or its delivery unless you also text "STOP" to the number sending the order-related messages, or (b) other Dispensaries that you have given consent to send you marketing or advertisement-related messages. If you unsubscribe from receiving text messages through the processes described above, you may continue to receive text messages for a short period while Weave processes your request(s). If you change or deactivate the phone number you provided to Weave, you must update your account information and the phone number(s) attached to your account to prevent Weave from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you. Standard data and message rates may apply for SMS and MMS messages, whether you send or receive such messages. Please contact your mobile phone carrier for details.

12. Code of Conduct

You agree not to:

1. Take any action that imposes or may impose (as determined by Weave at Weave's sole discretion) an unreasonable or disproportionately large load on Weave (or Weave's third party providers') infrastructure;
2. Interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
3. Bypass, circumvent or attempt to bypass or circumvent any measures Weave may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
4. Run any form of auto-responder or "spam" on the Services;
5. Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
6. Harvest or scrape any Content from the Services;
7. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site the Services or Information;

8. Use the Site, Information, and/or Services in any manner that is unlawful, including accessing the Site, the Services, and/or Information from any location where such access may be illegal or otherwise prohibited;
9. Harvest or collect information about the Site's visitors or members without their express consent;
10. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Materials; and/or
11. Otherwise take any action in violation of Weave's guidelines and policies.

13. Disputes with Dispensaries

If there is a dispute between users of the Services, or between users and any third party (including any Dispensary), you understand and agree that Weave is under no obligation to become involved. In the event that you have any such dispute between users and any third party (including any Dispensary), you hereby release Weave (including the Site and the Services), its directors, officers, employees, service providers, affiliates, agents, and successors from all claims, demands, and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such dispute and/or the Site and/or the Services.

Weave takes your satisfaction very seriously and, in addition to contacting the applicable Dispensary directly, we ask that you notify Weave of all complaints or concerns that you might have regarding the Dispensary.

14. Dispute Resolution

14.1 Informal Dispute Resolution. Most issues or problems can be resolved quickly and amicably. If you have any issues or problems concerning the Site and/or the Services, we encourage you to notify Weave immediately at support@weaveiq.com so Weave can attempt to resolve the issue. However, in the event you or Weave or Weave's Representatives are unable to come to an amicable resolution within 15 days of your submission, you, Weave, or Weave's Representatives may bring a formal proceeding.

14.2 Binding Arbitration. You agree that any and all disputes between you and Weave or Weave's officers, directors, or employees in their capacity as such (whether or not such disputes involve a third party) with regard to your relationship with Weave will be submitted to and finally determined by arbitration. You understand and agree that you, Weave, and Weave's Representatives are waiving any and all statutory and other rights to trial by jury. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and Weave would have in court may not be available in arbitration. If this specific paragraph is held unenforceable, then the entirety of this Dispute Resolution section will be deemed void. Except as provided in the preceding sentence, this Dispute Resolution section will survive any termination of these Terms.

14.3 Arbitration Procedures. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the American Arbitration Association rules. The arbitration will be administered by the American Arbitration Association. The Federal Arbitration Act will govern the interpretation and enforcement of this Dispute Resolution section. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with the use of the Services or these Terms of Services must be filed within one (1) year after such claim of action arose or be forever barred. The written decision of the arbitrator will be final, binding and non-appealable and may be enforced in any court of competent jurisdiction.

14.4 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Dispute Resolution section, you must notify Weave in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to Weave at the following address: 5398 Manhattan Cir. Boulder, CO 80303. If you do not notify Weave in accordance with this Section 14.4, you agree to be bound by the arbitration and class-action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (a) your name; (b) your mailing address and (c) a statement that you do not wish to resolve disputes with Weave through arbitration. If Weave makes any changes to the Dispute Resolution section of these Terms (other than a change to the address at which Weave will receive notices of dispute, opt-out notices, or rejections of future changes to the Dispute Resolution section), you may reject any such change by sending Weave written notice within 30 days of the change to the address set forth in this Section 14.4. It is not necessary to send Weave a rejection of a future change to the Dispute Resolution section of these Terms if you had properly opted out of the arbitration and class-action waiver provisions in this Dispute Resolution section within the first 30 days after you first accepted these Terms. If you have not properly opted out of the arbitration and class-action waiver provisions in this Dispute Resolution section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between Weave in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with Weave or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and Weave.

14.5 Confidentiality. The arbitration proceeding will be confidential. The existence of any matter submitted to arbitration, and the award, will be kept in confidence by you, Weave, and the arbitrator, except as required in connection with the enforcement of such award or as otherwise required by applicable law.

14.6 Exceptions to Agreement to Arbitrate. Either you or Weave may assert claims, if they qualify, in small claims court in Boulder, Colorado or any United States county where you live or work if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site and/or the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

14.7 No Class Actions. You may only resolve disputes with Weave on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. 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 unless you, Weave, and/or Weave's Representatives agree in writing. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Weave is a party to the proceeding.

15. Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Colorado and the United States of America. You agree to submit to the exclusive jurisdiction of the federal courts of Colorado for resolution of disputes relating to or arising out of these Terms. In the absence of federal jurisdiction, you agree to submit to the exclusive jurisdiction of the state court located in Boulder County, Colorado, United States of America.

16. Electronic Documents

Weave may, in Weave's sole discretion, seek your consent to these Terms and certain other agreements on the Site and/or the Services by means of an electronic signature by acknowledging that your use of the Site and/or the Services, or creation of an account on the Site and/or other services, constitutes acceptance of these "Terms". You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature. By electronically indicating your agreement to these Terms or accessing the Site and/or the Services or using any of the Information or Content after you have had an opportunity to review these Terms, you acknowledge and agree: (a) that you and, where applicable, the Customer and/or Primary Caregiver on whose behalf Weave grants you access to the Site and/or the Services intend to form a legally binding contract between you and Weave; (b) that you have read and agree to the terms and conditions of these Terms; (c) that you agree and intend that these Terms to be the legal equivalent of signed, written contracts, and equally binding; (d) that by electronically agreeing to these Terms, you acknowledge that you have received a copy of these Terms by your viewing a web page containing a hyperlink to the web page where these Terms are displayed or otherwise; and (e) that if you are executing these

Terms on behalf of others, you hereby certify that you are an authorized representative authorized by law.

17. Disclaimers

You release Weave from all liability for you having acquired or not acquired Content through the Services. Weave makes no representations concerning any Content contained in or accessed through the Services, and Weave will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: THE SITE, SERVICES, AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WEAWE, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, AND CONTENT PROVIDERS DO NOT WARRANT THAT: THE INFORMATION, THE SITE, OR THE SERVICES, NOR YOUR USE OF THE FOREGOING, WILL BE COMPLETE, ACCURATE, CURRENT, RELIABLE, UNINTERRUPTED, ERROR-FREE, OR SECURE, NOR THAT DEFECTS WILL BE CORRECTED, NOR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR THAT THE SITE, THE SERVICES, OR THE SERVER(S) ON WHICH THE SITE, and/or THE SERVICES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. NO OPINION, ADVICE, OR STATEMENT OF WEAWE OR ANY OF WEAWE'S REPRESENTATIVES, WHETHER MADE ON OR IN CONNECTION WITH THE SITE OR THE SERVICES OR INFORMATION SHALL CREATE ANY WARRANTY. WEAWE RESERVES THE RIGHT TO LIMIT PURCHASE AND PURCHASE QUANTITY. PRICING ON THIS SITE MAY BE SUBJECT TO CHANGE WITHOUT EXPRESS WRITTEN NOTICE.

Weave further disclaims any and all liability for the acts, omissions, and/or conduct of any third-party users, Weave users, advertisers, and/or sponsors related to the Services. Weave is not responsible for the products, services, actions, or failure to act of any third party in the connection with the Services. Without limiting the foregoing, you may contact Weave regarding the misconduct of users and/or third-party advertisers, service, and/or product providers referenced on, or included in the Services, to Weave. Weave may investigate the claim and take appropriate action, at its sole discretion.

Some states and provinces do not allow the disclaimer of implied warranties of merchantability and fitness for a particular purpose, so the above disclaimers or exclusions may not apply to you. In the event that applicable law imposes implied warranties on Site, or the Services, or Information notwithstanding the foregoing, such implied warranties shall not have a duration

greater than one year from the relevant purchase or access date; shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law. You may also have other rights under applicable law which vary from state to state.

The Site and the Services are controlled and operated from its facilities in the United States. Weave makes no representations that the Site or the Services are appropriate or available for use in other locations. Those who access or use the Site or the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

WEAVE AND WEAVE'S REPRESENTATIVES ARE UNDER NO OBLIGATION TO VERIFY THE IDENTITY OF USERS OF THE SITE OR THE SERVICES, and/or INFORMATION. WEAVE AND WEAVE'S REPRESENTATIVES DO NOT CONTROL THE MATERIALS POSTED OR SUBMITTED TO THE SITE, and/or THE SERVICES BY PERSONS OTHER THAN THEMSELVES AND DO NOT MONITOR, SCREEN, POLICE, OR EDIT THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THESE TERMS AND CONDITIONS. YOU MAY FIND SOME OF THE MATERIALS POSTED BY OTHER USERS TO BE OFFENSIVE, HARMFUL, INACCURATE, OR DECEPTIVE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING THE SITE and/or THE SERVICES.

THROUGH YOUR USE OF THE SITE, THE SERVICES and/or INFORMATION, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK. WEAVE AND WEAVE'S REPRESENTATIVES DISCLAIM ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

18. Indemnification

You agree to fully indemnify, defend and hold Weave any of Weave's Representatives, and their directors, officers, employees, consultants, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms, (b) any allegation that any Materials you transmit to the Site infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party, and/or (c) your activities in connection with the Site. Weave reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Weave in asserting any available defenses.

19. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER WEAVE NOR ANY OF WEAVE'S REPRESENTATIVES, NOR WEAVE'S DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, INFORMATION, SERVICES and/or ANY LINKED SITE, WHETHER OR NOT WEAVE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THE SITE, THE INFORMATION, SERVICES, OR ANY LINKED SITE IS TO STOP USING THE SITE, INFORMATION, SERVICE, OR LINKED SITE, AS APPLICABLE. WEAVE'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, INFORMATION and/or SERVICES, SHALL BE THE TOTAL AMOUNT PAID BY YOU FOR USE OF THE SITE, INFORMATION and/or SERVICES, IF APPLICABLE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

20. Miscellaneous

20.1 Entire Agreement and Severability. These Terms of Service are the entire agreement between you and Weave with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Weave with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

20.2 Force Majeure. Weave shall not be liable for any failure to perform Weave's obligations hereunder where such failure results from any cause beyond Weave's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

20.3 Assignment. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with Weave's prior written consent. Weave may assign, transfer, or delegate any of Weave's rights and obligations hereunder without consent.

20.4 Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

20.5 Notices. Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to support@weaveiq.com.

20.6 No Waiver. Weave's failure to enforce any part of these Terms of Service shall not constitute a waiver of Weave's right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that Weave will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, Weave must provide you with written notice of such waiver through one of Weave's authorized representatives.

20.7 Headings. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

Contact: You may contact Weave at the following address: 5398 Manhattan Cir., Boulder, CO 80303 USA

Effective Date of Terms of Service: March 1, 2020