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Terms and Conditions of Use

The following Terms and Conditions of Use ("**Terms**") sets forth the terms upon which the operators of the VapeScape Community website ("**we**", "**our**" and "**us**") offers you ("**you**") access to this website and any associated mobile applications ("**Site**"). By accessing or using this Site, you **represent** that you have read and **agree** to be bound by these Terms (as may be amended from time to time) without limitation, qualification or change.

Access to and use of this Site are subject to the following terms and conditions and all applicable laws.

RESTRICTIONS ON ACCESS AND USE

Age Restriction. You must be at least 21 years of age and a tobacco consumer to

access this Site. We restrict our Site and contact list to individuals who have certified that:

- (1) they are tobacco consumers,
- (2) they are 21 years of age or older,
- (3) they want to participate in the VapeScape Community, and
- (4) they understand that providing false information may constitute a violation of law.

Geographic Restrictions. You agree that you will not access this Site from any territory where the content or use of the Site is illegal. You are solely responsible for complying with all applicable local laws.

YOUR ACCOUNT

- a. Accessing the Site.** You agree that you will not access this Site by any means except through the interface and credentials provided by us for access to this Site.
- b. Creating an account.** You must sign-up up online to create an account to access and use the Site. You agree not to use any false, inaccurate or misleading information when signing up for your account.
- c. Using your account.** Only you may use your account. You must keep your account details, credentials and password confidential. You are responsible for all activity that occurs under your account, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying us.
- d. Updating your contact information.**
You have the ability to correct or change certain information in our records, such as your address and contact information. Generally, you may change this information at any time and as often as necessary by contacting support@vapescapepanel.com.

e. Email communications

- **Subscribe.** If you are not already subscribed, you can subscribe to receive email communications by clicking [here](#).
- **Modify or Unsubscribe.** If you have provided us with your email address to subscribe to one of our services and you wish to change your address or no longer wish to receive these communications, simply follow the unsubscribe instructions that appear in those email communications or contact support@vapescapepanel.com.

f. Closing or suspending your account.

- **By You.** You can close your account at any time and for any reason. If you have any problems with the Terms or with the Site your sole and exclusive remedy is to cease using the Site.
- **By Us.** We may terminate or suspend your account or access to all or part of this Site, at any time and without notice, for any reason or for no reason.

YOUR STUFF

When you use the Site, you provide us with things like your contact information, comments, electronic submissions, and so on ("Your Stuff"). You retain ownership of Your Stuff. However, you agree that we can use Your Stuff in order to provide or improve the Site and related products and services (e.g., displaying comments you submit, using your contact information to send you a free gift, etc.) or for other business purposes (e.g., displaying your image, name, and biographical data on the Site when you win a sweepstakes prize).

- **Your Name, Likeness, and Biographical Data.** You acknowledge you're your username, alias, avatar, city and state of residence may appear to other adult tobacco consumers who are registered on the Site ("Users") with their postings, comments and activities within the Site. Moreover,

when logged into the Site, your on-line presence within the Site may be disclosed to other Users and other Users may make submissions or post comments directly to you within the Site. You grant us the right to use your name, image, likeness, biographical data, and statements made in connection with the submitted materials and other related information in connection with all advertising, marketing and promotional material, commercial or otherwise, without obligation or compensation to you.

- **Your Submissions.** Our Site may let you share your Stuff with us as well as others, so please think carefully about what you share. You agree to grant to us a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, reproduce, distribute, transmit, provide access to, make available, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) that you submit to or through this Site (“Submission”) by all means and in any media or any mode of distribution now known or hereafter developed. You agree that we shall have no obligations concerning the Submission, contractual or otherwise (including but not limited to an obligation to keep the Submission confidential), and shall not be liable for any use or disclosure of any Submission. You further agree that we shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you.
- **Your Feedback.** We welcome feedback, but note that we may use ideas, comments or suggestions without any obligation or compensation to you.

You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary or other right in Your Stuff.

YOUR CONDUCT

Code of Conduct. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and any related services. You agree not to misuse the Site or help anyone else to do so. For example, you must **not** do any of the following in connection with the Site:

- Share Your credentials or other information relating to this Site.
- Circumvent any restrictions on access to the Site.
- Violate the Standard for Robot Exclusion and this Site's robots.txt files.
- Create deep links to any content on the Site. (You may not link to any page on this Site except our home page).
- Do anything illegal.
- Share, post or otherwise make available inappropriate content (involving, for example, libelous, defamatory, vulgar, obscene, profane, indecent, offensive, hateful, pornographic, graphic violence, or otherwise objectionable material).
- Engage in any activity that is harmful to you, the Site, Users, or others (e.g., transmitting viruses or worms, stalking, harassment, threatening others, communicating hate speech, or advocating violence against others).
- Engage in activity that is false or misleading (e.g., impersonating someone else).
- Infringe upon the rights of others (e.g., unauthorized sharing of content that is protected by copyright, trademark or other proprietary right).
- Engage in activity that violates the privacy of others.
- Send solicitations (e.g., charity requests, petitions for signatures, chain letters, letters relating to pyramid schemes or similar documents, or other types of solicitations)
- Send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
- Help others break these rules.

How we handle code of conduct violations. We are not responsible for monitoring, screening, policing or editing the information or materials posted on, submitted to or accessed or transmitted through this Site. However, we reserve the right to delete, block and/or remove any information or materials that we, in our sole discretion, deems to be unlawful, inappropriate or otherwise unacceptable to us or any other party. If notified of any such information or materials on this Site, we will determine in our sole discretion whether to remove such content from this Site or re-post such content to this Site.

When investigating alleged violations of these Terms, we reserve the right to review your content in order to resolve the issue. You understand and agree that

if we, in our sole discretion, believe that you have violated any of the above rules we may:

- Remove, block or refuse to publish your content for any reason.
- Disable, suspend, or terminate your account or otherwise prohibit you from accessing or using the Site.

CONTENT ON THE SITE

- a. Contests and Sweepstakes.** This Site provides Official Rules for certain activities including, without limitation, sweepstakes, contests, e-mail services, and electronic postcards. Each has its own rules, which you must read and agree to before you may enter.
- b. Third-Party Content.** We have no control over the information provided by other Users and does not (and cannot) monitor information shared on or via the Site. You should use caution and common sense when interacting with other Users. We encourage you not to share, post or otherwise disclose personally identifying or other sensitive information to other Users on this Site.
- c. Third Party Links.** At certain places on this Site, Users may be able to access other Internet addresses via links. You acknowledge and agree that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such websites. The inclusion of such a link or reference to any specific commercial product, process or service by trademark name, trademark, service mark, manufacturer or otherwise does not constitute or imply endorsement, association, recommendation or favoring by us.

You acknowledge and agree that any opinions, advice, statements, services, offers, or other information or content expressed in such websites are those of the respective author(s) or distributor(s) and not of us. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through third party websites. Please seek the advice of professionals, as appropriate, regarding

the evaluation of any specific information, opinion, advice or other content.

WARNING: ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH MATERIAL.

OUR PRIVACY POLICY

You can learn about our privacy practices by reading our [privacy policy](#). By accessing or using the Site, you agree that your information and content will be handled in accordance with our privacy policy (as may be amended from time to time).

INTELLECTUAL PROPERTY ISSUES

a. Copyright and Trademark Notice

This Site and its contents are, or may be protected by copyright, trademark, patent and other laws of the United States and may be protected by the same or similar laws of other countries. The marks appearing on this Site are our trademarks or the marks of our affiliates and subsidiaries. All other trademarks, service marks, trade names, service names and logos appearing on this Site or accessed via this Site are the property of their respective owners who are neither sponsors nor affiliated with us, or this Site. Except as specifically permitted by these Terms, any copying, reproduction, display, or retransmission of the contents or any portion of the contents of this Site is strictly prohibited.

b. Infringement Claims. It is our policy to respond to claims of intellectual property infringement and other violations of law. We will investigate notices of alleged infringement and reserves the right to take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable laws and regulations that may be enacted or promulgated from time to time. Upon receiving written notification that complies or substantially complies with the DMCA, we will act to delete or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity. We

reserve the right to delete or disable access to content alleged to be infringing. We reserve the right to terminate, at any time and under appropriate circumstances, accounts of repeat infringers.

c. Submitting an Infringement Claim. If you believe that this Site contains any material that infringes your or another party's rights under the copyright laws, you shall provide notification to the following designated agent:

By Mail:

Customer Relations
P.O. Box 2959
Winston-Salem, NC 27102-2959

By Email:

raisc-dmca@cwdlp.com

Your notification must include all of the following information:

1. include an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. contain a description of the copyrighted work that is alleged to have been infringed, including the electronic location, such as the URL (i.e., the web page address) where the copyrighted work exists, or a copy of the copyrighted work;
3. identify the URL or other specific location where the allegedly infringing material is located;
4. provide the address, telephone number, and e-mail address of the notifying party;
5. include a statement by you that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
6. include a statement by you, made under penalty of perjury, that the information in the notification is accurate that you are the copyright

owner or the owner's authorized agent.

d. Counter-Notices. When we delete or disable access to any material alleged to be infringing under this policy, we may attempt to contact the User who has posted such material in order to give that User an opportunity to respond to the notification, although we make no promise to do so. Any counter notifications submitted by such User will be furnished to the complaining party, who will be given an opportunity to seek judicial relief in accordance with the DMCA before we replace or restore access to any material as a result of any counter notifications.

SITE AVAILABILITY AND CHANGES

Changes to the Site.

- a. The Site or content on the Site may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. We are not liable for any disruption or loss you may suffer as a result.
- b. We may change, suspend or discontinue any aspect of our online services at any time, including the availability of any feature, database, or content available at this Site. We may also impose limits on certain features and services or restrict your access to parts or all of this Site without notice or liability.

Changes to these Terms. We reserve the right to change these Terms at any time at our sole and exclusive discretion. We will post a notice of changes to these Terms on this Site. By continuing to use this Site after a change is made, you accept and agree to be bound by the modified Terms. Only we may alter these Terms.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents. All disputes concerning this Site and this Agreement must be brought either in the state courts of Forsyth County, North Carolina USA or in the federal court of the Middle District of North Carolina USA. You voluntarily submit to and consent to the exclusive jurisdiction and venue of such courts.

DISCLAIMER OF WARRANTIES AND LIABILITIES

No Warranty. We and our suppliers provide this Site and any related products or services "as is" and without any warranty or condition, express, implied or statutory. Use of this Site is at your sole risk. We do not guarantee continuous, uninterrupted, error-free or secure access to this Site or our services, and operation of this Site may be interfered with by numerous factors outside of our control. **WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** Some states do not allow this disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. You may have other legal rights which vary from state to state.

Disclaimer. We disclaim any liability for any damages, losses, injuries, or expenses caused by, arising or resulting from, or in connection with any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of digital records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that we are not liable for the foregoing or for any defamatory, offensive or illegal conduct of other Users or third parties and that the risk of injury from the foregoing rests entirely with you.

Limitation of Liability. In no event shall we or our subsidiaries and affiliates, or their respective officers, directors, employees, agents, vendors, or suppliers be liable for lost profits or any special, indirect, punitive, incidental or consequential

damages arising out of or in connection with this Site, the services available on this Site or this Agreement (however arising, including, without limitation, negligence). And even if it has been advised of the possibility of such damages, our liability to you for all losses, damages, injuries, and claims of every kind (whether claimed under contract, negligence, tort or other legal theory) will under no circumstances exceed the amount you paid to access this Site. However, in certain states the law may not permit us to limit or exclude liability for these special, incidental, consequential or lost profit damages.

INDEMNITY

Indemnity. You agree to indemnify and hold us and our parent, and their respective subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

RESOLVING DISPUTES

Let's Work Together to Resolve Any Issues. We value our relationship with you and we want to address your concerns without the need for litigation. Before filing a claim against us, you agree to try to resolve the dispute informally by contacting dispute-notice@cwdlp.com. We may need information from you to try to investigate or address your concerns (such as screenshots of error screens, images showing the problem, or return of the product) and you agree to provide information necessary to investigate and address any issues that may arise. If a dispute is not resolved within 45 days after you submit the necessary information, either you or we may bring a formal proceeding.

No Class Actions. You may only resolve disputes with us on an individual basis. You 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.

Judicial forum for disputes. You agree that any judicial proceeding will be brought in the federal or state courts of Winston-Salem, NC. You consent to venue and personal jurisdiction there.

SPECIAL NOTICE TO NEW JERSEY RESIDENTS

We intend for these Terms, including the terms in the sections titled “Our Warranties and Disclaimers”, “Liability for our Services” and “Resolving Disputes,” as modified by this paragraph, to be as broad and inclusive as is permitted by the law of the State of New Jersey and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full force and effect.

Notwithstanding any language in these Terms to the contrary, we agree that: (a) the limitation on liability will not apply to claims brought by New Jersey consumers for damages caused by our intentional, reckless or grossly negligent conduct and (b) the indemnification obligations will not apply to claims caused by our intentional, reckless or grossly negligent conduct. If one or more other provisions of these Terms are deemed to be illegal or unenforceable under New Jersey law, the remainder of these Terms shall be unaffected and shall continue to be fully valid, binding and enforceable to the fullest extent permitted by law.

ELECTRONIC SIGNATURE AND NOTICES

Electronic Signature. Your affirmative act of registering for an account on the Site constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically. All agreements completed electronically will be deemed to be in writing and legally enforceable as a signed writing for all legal purposes.

Electronic Notices. You also agree that we may send you notices or other communications in electronic form (e.g., emails, banners, etc.). We may send you electronic notices or other communications to the email address(es) that you

provide to us, or by posting any notices or other communications on this Site. The delivery of any notices or other communications from us is effective when sent by us, regardless of whether you read such notice or other communication when you receive it or whether you actually receive the delivery.

MISCELLANEOUS

- You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchise-franchisee relationship is intended or created.
- The information, software, products, offers, data and services published on this Site may contain inaccuracies or typographical errors which we reserve the right (without notice) to unilaterally correct.
- If any provision of this Agreement is held to be unlawful, void, invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced.
- Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- This Agreement sets forth the entire understanding and agreement between you and us with respect to the subject matter hereof.
- A printed version of this Agreement, and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form.