

Cellular Agriculture Society
Website Terms & Conditions

I. ACCEPTANCE OF TERMS

Welcome to the Website of Cellular Agriculture Society, Inc., a Delaware corporation, (“CAS”, “We”, “Us”, or “Our”). These terms of use (“Terms of Use”) constitute a valid, binding and enforceable agreement between CAS and You as Our customer (“You”, “Your”, “Yourself” or “Customer”). These Terms of Use apply to Your use of the CAS Website and CAS social media, including, but not limited to, the CAS Collaboration Center (“CCC” or “C-Cubed”), (collectively referred to as the “Website”). By accessing or otherwise using this Website or any CAS media application, You accept and agree to be bound by, and comply with, these Terms of Use in their entirety. Please read the Terms of Use carefully before You start to use the Website.

Any person or entity who interacts with this Website through the use of crawlers, robots, browsers, data mining or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party, is deemed to be using the Website and bound by these Terms of Use. If at any time You do not accept all of these Terms of Use, You must immediately stop using all or any part of the Website.

II. PROPRIETARY RIGHTS

All right, title and interest in the Website, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to CAS or its licensors. Nothing in these Terms of Use or otherwise will be deemed to grant to You an ownership interest in the Website, in whole or in part.

No right, title, or interest in or to the Website or its content, features, and functionality is transferred to You. CAS reserves all rights not expressly granted. Any use of the Website not expressly permitted by these Terms of Use is a breach of the Terms of Use and may violate copyright, trademark, and other laws.

III. CONTENT

All content, features, and functionality on the Website, including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, are owned by CAS, its licensors, or other providers of these materials to CAS.

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You, any other visitor to the Website, or by anyone who may be informed of its contents.

This Website may include content provided by third parties, including, but not limited to, materials provided by other users, bloggers, third-party licensors, syndicators, aggregators, and reporting services. Other than content provided by CAS, all statements and opinions expressed in these materials, and all responses to questions and other content, are solely the opinions and responsibility of the person or entity providing these materials. We are not responsible, or liable to You or any third party, for the content and accuracy of any materials provided by any third parties.

We may update or remove the contents of this Website from time to time, but Website contents are not necessarily complete or up-to-date. We are under no obligation to update any material on the Website irrespective of whether it is out of date at any given time.

CAS and other related marks, design marks, product names, feature names and related logos used on the Website are trademarks of CAS or its licensors and may not be used, copied or imitated, in whole or in part, without the express prior written permission of CAS. Our trademarks and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion among customers, or in any manner that disparages CAS or suggests a sponsorship, affiliation or endorsement by CAS. All other trademarks, service marks, logos, slogans, domain names and trade names are the properties of their respective owners.

IV. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

The Terms of Use permit You to use the Website for Your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material on the Website, except for temporarily-stored copies of materials, including, but not limited to, information automatically cached by Your web browser.

Activities You are not permitted to engage in include, but are not limited to, modifying copies of any materials from the Website, and deleting or altering any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purpose any part of the Website, or any services or materials made available through the Website. If You print, copy, modify, download, or otherwise use or provide any other person or entity with access to any part of the Website in breach of the Terms of Use, Your right to use the Website will immediately cease and You must, at our option, either return or destroy any copies of all materials from the Website.

To access the Website and the services it offers, You may be asked to provide registration details or personal information. It is a condition of Your use of the Website that all information You provide is correct, current, and complete. You agree that all information You provide to the Website, for registration purposes or otherwise, are governed by our Privacy Policy. You also consent to all actions We may take with respect to Your information that are consistent with our Privacy Policy.

If You choose, or are provided with, a user name, password, or other information as part of our security procedures, You are responsible for treating such information as confidential, and not disclosing the information to any other person or entity. You also acknowledge that Your account is personal and agree not to provide any other person or entity with access to this Website, or any part of the Website, using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to, or use of, Your user name, password, or other security information. You agree to notify us immediately of any breach of the Website's security, and should use caution when accessing Your account from a public or shared computer so others cannot view or record Your personal or security information.

We reserve the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of the Terms of Use.

V. UNLAWFUL OR PROHIBITED USES

This Website may only be used for lawful purposes in accordance with the Terms of Use and applicable law. As a condition of Your use of this Website, You warrant to CAS that You, whether on behalf of Yourself or on behalf of any third party, will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use, unless You have the express prior written consent of CAS. Prohibited uses of the Website or any service or material provided therein include, but are not limited to, the following:

- (a) Downloading, copying, or transmitting any Content for the benefit of any other merchant;
- (b) using or attempting to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website;
- (c) framing, mirror, or use framing techniques on any part of the Website;
- (d) making any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Website content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by these Terms of Use;
- (e) using any meta tags or any other hidden text utilizing CAS's name or trademarks;
- (f) misrepresenting the identity of a user, impersonating any person or entity, falsely stating or otherwise misrepresenting Your affiliation with any person or entity in connection with the Website, or expressing or implying that We endorse any statement You make;
- (g) using a buying agent to conduct transactions on the Website;
- (h) conducting fraudulent activities on the Website;
- (i) transmitting any advertisement or promotional material without CAS's prior written consent, including, without limitation, any "junk mail", "chain letter", "spam", or other similar solicitation;
- (j) violating or attempt to violate the security of the Website, including, without limitation: (i) accessing data not intended for You or logging onto a server or an account that You are not authorized to access; (ii) trying to change the functionality of the Website; (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Website, overloading, "flooding," "spamming," "crashing", or attacking the Website through a denial-of-service attack or distributed denial-of-service attack; (v) forging any header or any part of the header information in any e-mail or posting; or (vi) forging communications on behalf of the Website (impersonating the Website) or to the Website (impersonating another user);
- (k) tampering with the Website or use or attempting to use any device, software, routine, or data that interferes or attempts to interfere with the working or functionality of the Website or any activity being conducted on the Website;
- (l) using the Website to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity;
- (m) harvesting or collecting personally identifiable information about other users of the Website;

- (n) restricting or inhibiting any other person from using the Website (including, without limitation, by hacking or defacing any portion of the Website);
- (o) using the Website to advertise or offer to sell any goods or services;
- (p) modifying, adapting, translating, reverse engineering, decompiling, or disassembling any portion of the Website;
- (q) removing any copyright, trademark, or other proprietary rights notice from the Website or materials originating from the Website;
- (r) using the Website in any way that violates any applicable federal, state, local, or international law or regulation, including, without limitation, any laws concerning the export of data or software to and from the United States or other countries; and
- (s) engaging in any conduct that restricts or inhibits any other person or entity's use or enjoyment of the Website, or that, as determined by Us, may harm CAS or other users of the Website.

VI. MODIFICATION AND TERMINATION

CAS may, at any time, revise and update the Terms of Use at Our sole discretion. All changes are effective immediately when posted online, and shall apply to all access and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that You accept and agree to the changes made. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You.

CAS reserves the right, without notice and in its sole discretion, to terminate Your account or Your use of the Website and to block or prevent future access to and use of the Website (i) if You violate any of these Terms of Use, (ii) for any other reason, or (iii) for no reason. Upon any such termination, Your right to use the Website will immediately cease.

You agree that We shall not be liable to You or any third party for any termination of Your access to the Website. Upon termination, all provisions of these Terms of Use which are by their nature intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

VII. USER CONTRIBUTIONS

The Website may contain message boards, chat rooms, personal user pages, profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit (hereinafter, to "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in the Terms of Use. Any User Contribution You post on the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, You grant us, our affiliates, our service providers, and each of our, and their, respective licensees, successors, and assigns a license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that: (i) You own and control all rights in and to the User Contributions, (ii) You have the right to grant the license above to us, our affiliates, our services providers, and each of our,

and their, respective licensees, successors, and assigns, and (iii) all of Your User Contributions do and will comply with the Terms of Use.

You understand and acknowledge that You are fully responsible for any User Contributions You submit or contribute. This includes, without limitation, being fully responsible for the legality, reliability, accuracy, and appropriateness of any content that Your User Contributions contain.

We are not responsible, or liable to any third party, for the content and accuracy of any User Contribution submitted by You or any other user of the Website.

VIII. CONTENT STANDARDS

The following content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must also comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- (a) Contain any defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable material;
- (b) Promote sexually explicit or pornographic materials; violence; or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) Infringe on a patent, trademark, trade secret, copyright, other intellectual property, or other rights of any person or entity;
- (d) Violate the legal rights, including, without limitation, rights of publicity and privacy, of others, or contain any material that could result in any civil or criminal liability under applicable laws or regulations;
- (e) Contain materials that otherwise may conflict with the Terms of Use or our Privacy Policy;
- (f) Be likely to deceive any person or entity;
- (g) Promote an illegal activity, or advocate, promote, or assist any such activity;
- (h) Impersonate any other person or entity;
- (i) Misrepresent Your identity or affiliation with any other person or entity;
- (j) Involve commercial activities or sales, including, without limitation, contests, sweepstakes, barter, advertising, or sales promotions; or
- (k) Give the impression that User Contributions originated from, or were endorsed by, CAS or any other person or entity, if that is not the case.

IX. USER CONTRIBUTION MONITORING, ENFORCEMENT, AND TERMINATION

With respect to User Contributions, CAS retains the right to, at its sole discretion:

- (a) Remove or refuse to post any User Contribution for any or no reason,
- (b) Take any action with respect to any User Contribution that we, in our sole discretion, deem necessary or appropriate, including if We believe the User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users or the public, or may create liability of any person or entity,

- (c) Disclose Your identity or other information about You to any third party who claims that material posted by You violated their rights, including their intellectual rights or their right to privacy,
- (d) Take appropriate legal action including, without limitation, referring to law enforcement to investigate suspected illegal or unauthorized use of the Website, and
- (e) Terminate or suspect Your access to all or part of the Website for any or no reason including, without limitation, any violation of the Terms of Use.

Without limiting the foregoing, We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of any Website user

You waive and hold harmless CAS, its affiliates, its licensees, and its service providers from any claims resulting from any action taken by any of the foregoing parties during, or as a result of, investigations into suspected illegal activities, and from any actions taken as a consequence of investigations by such parties or law enforcement authorities.

CAS does not review all materials before they are posted on the Website, and cannot ensure prompt removal of objectionable materials after they have been posted. Accordingly, We assume no liability for any action or inaction regarding transmissions, communications, or content provided on or through the Website by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

X. LINKS TO WEBSITE AND THIRD PARTY WEBSITES

You may link to our homepage, provided that You do so in a way that is fair, legal, and does not damage or take advantage of our reputation. You may not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our prior written consent. If the Website provides features that allow users to: (i) link from their own or third-party Website to certain content on this Website, (ii) send emails or other communications with certain content, or links to certain content, on this Website, or (iii) cause limited content from the Website to be displayed on Your own or third-party Websites, then You may use these features solely as they are provided by us, and only with respect to the content they are displayed with, in accordance with any additional terms and conditions we may provide with respect to such features.

You may not: (i) establish a link from any Website that is not owned by You, (ii) cause the Website or portions of it to be displayed, or appear to be displayed, by framing, deep linking, in-line linking, or any similar means on any other Website, or (iii) otherwise take any action with respect to materials on this Website that is inconsistent with any other provision of the Terms of Use.

The Website from which You are linking, or on which You make certain content accessible, must comply in all respects with the Content Standards set out in the Terms of Use. You agree to cooperate with us in immediately removing any unauthorized framing or linking to the Website.

We reserve the right to withdraw linking permission in our sole discretion without notice. We may also disable all or any features provided on the Website without notice based on our sole discretion.

If the CAS Website contains links to other sites or materials provided by third parties, these links are provided for Your convenience only. This includes links containing advertisements, including, but not limited to, banner advertisements and sponsored links. We exercise no control over the content of those sites or resources, and as such, We accept no responsibility for them or for any loss or damages that may

arise from Your use of them. If You choose to access any third-party Website linked from this Website, You do so entirely at Your own risk and subject to the terms of conditions for those third-party Websites.

XI. DISCLAIMER OF WARRANTIES

You acknowledge and agree that We cannot and do not guarantee or warrant that files available for download from the internet or Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures, security measures, and means external to the Website to satisfy Your particular requirements for anti-virus protection, accuracy of data input and output, and reconstruction of any lost data.

You agree that We are not liable for any loss or damage caused by a distributed denial-of-service attack, virus, or other technologically harmful material that may infect Your computer equipment, computer programs, data, or other proprietary material due to Your use of the Website; any service or items obtained through the Website; or the downloading of any material posted on the Website, or any site linked to it.

Your use of the Website, its contents, and any services or items obtained through the Website is at Your own risk. The Website, its contents, and any services or items obtained through the Website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither CAS nor any person associated with CAS makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website.

Without limiting the foregoing, neither CAS nor anyone associated with CAS represents or warrants that the Website, its contents, or any services or items obtained through the Website will be accurate; reliable; error-free; uninterrupted; that defects will be corrected; that the Website or the server that makes it available are free of viruses or other harmful components; or that the Website, or any services or items obtained through the Website, will otherwise meet Your needs or expectations.

CAS hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including, without limitation, any warranties of merchantability, non-infringement, and fitness for a particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

XII. LIMITATION ON LIABILITY

In no event will CAS, its affiliates, its licensors, its service providers, its employees, its agents, its officers, or its directors be liable for damages of any kind, under any legal theory, arising out of, or in connection with, Your use, or inability to use, the Website; any sites linked to the Website; any content on the Website or such other site linked to it; or any service or item obtained through the Website or such other site linked to it.

This includes, without limitation, any direct, indirect, special, incidental, consequential, or punitive damages for, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, and loss of data, whether caused by tort, breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

XIII. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless CAS, its affiliates, its licensors, its service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from, and against, any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorney's fees) arising out of, or related to, Your violation of the Terms of Use or Your use of the Website. This includes, but is not limited to, Your User Contributions, any use of the Website's contents, Your use of any information obtained from the Website, and services and products other than those expressly authorized under the Terms of Use.

XIV. HEALTHCARE INFORMATION

If the Website includes healthcare, dietary, or nutritional information, that information is intended for educational purposes only. It is not intended as medical advice for individual conditions or treatment, it is not a substitute for a medical exam, and it does not replace the need for services provided by medical professionals.

XV. RELEASE

We provide information through the Website for Your information and enjoyment. Your use of the Website is strictly voluntary. Because some of the information in the Website may relate to modifications to Your diet, You agree to use Your good judgment and reasonable care prior to making any changes to Your lifestyle. By using the Website, You assume the risks associated with the activities in which You will be participating. Such risks may include, but are not limited to, the risk of physical injury or other harm. You, and You alone, are solely responsible for taking proper care to limit Your risk.

You knowingly and voluntarily do hereby indemnify, release, acquit, waive, forever discharge, and covenant not to sue CAS, its employees, agents, any related affiliate and/or subsidiary entities from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of its attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character (including, without limitation, personal injury and property damage claims) as a result of the information and materials offered by CAS through the Website.

XVI. NOTICES AND ELECTRONIC COMMUNICATIONS

In the case of notices CAS sends to You, You consent to receive notices and other communications by CAS posting notices on the Website, sending You an email at the email address listed in Your profile in Your account, or mailing a notice to You at Your billing address listed in Your profile in Your account. You agree that all agreements, notices, disclosures, and other communications that CAS provides to You in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Website or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms of Use and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XVII. DISPUTES

All matters relating to the Website and the Terms of Use, and any dispute or claim arising therefrom or relate thereto (which, in each case, includes non-contractual disputes or claims), shall be governed by and

construed in accordance with the laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, the Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Massachusetts. You waive any and all objections to the exercise of jurisdiction over You by such courts and venue in such courts.

CAS, at its sole discretion, may require You to first try to resolve any dispute arising from the Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, with the help of a mutually-agreed-upon mediator. Any costs and fees other than attorney fees shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution, You agree to submit the dispute to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying, and as applicable under, Massachusetts state law. An award of arbitration shall be final and binding and may be confirmed in a court of competent jurisdiction. The prevailing party shall have the right to collect from other parties its reasonable costs and attorney fees incurred in enforcing this agreement.

XVIII. MISCELLANEOUS

These Terms of Use, including policies and information linked from or incorporated herein, constitute the entire agreement between You and CAS with respect to the Website and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Website.

No provision of these Terms of Use shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms of Use shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms of Use is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of Your rights or obligations under these Terms of Use without Our express prior written consent. We will not be responsible for failure to fulfill any obligation due to causes beyond Our control.

XIX. ABILITY TO ACCEPT TERMS OF USE

You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms of Use, and to abide by and comply with these Terms of Use. In any case, You affirm that You are over the age of 13, as the Website is not intended for children under 13.

XX. CONTACT US

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@cellag.org

LAST UPDATED: March 7, 2018