

STASH CITY WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE ("TERMS OF USE") CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

THIS WEBSITE IS OWNED AND OPERATED BY FIGR BRANDS, INC. ("STASH CITY", "WE" AND "US"), ACCESS AND USE OF THIS WEBSITE ("WEBSITE") AND ITS RELATED SERVICES (THE "SERVICES") ARE PROVIDED BY STASH CITY TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS OF USE. BY ACCESSING OR USING THIS WEBSITE OR THE SERVICES, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ACCEPT THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.

These Terms of Use govern the relationship between you, this Website visitor and/or member ("you") and Stash City with respect to your use of this Website and its related Services. You agree that the agreement formed by these Terms of Use is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into these Terms of Use and to perform and otherwise discharge all of your obligations hereunder.

You understand that aspects of this Website and the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) this Website or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the Services or the hours that they are available; and (iii) the equipment, hardware or software required to use and access this Website or the Services.

Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Website. Be sure to return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Website, the Services or any system resources, services or networks connected to or accessible through this Website or the Services. You may only use this Website and the Services for lawful purposes.

You may only access and use this Website if you are the age of majority in the jurisdiction in which you reside. Your Account may be deleted and these Terms of Use may be suspended or terminated without warning, if we believe that you are under age or your use of this Website or the Services is not allowed.

1. JURISDICTION

If you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by this Website or the Services, you may not enter into these Terms of Use or use this Website or the Services. By using this Website you are explicitly stating that you have verified in your own jurisdiction that your use of this Website and the Services is allowed.

2. PRIVACY

Stash City is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit this Website or use the Services. Please see our [Privacy Policy](#) for further details.

Should you choose to post any content or other material on our Website, you understand that such material (including, for example, your name and/or your user ID) may become public.

You acknowledge and agree that access to and use of this Website and the Services is provided via the internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

3. MEMBERS

In order to access and use certain of the Services available on this Website, you may need to sign up for, open and maintain an account ("Account") with us.

You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete.

You must not choose a username that infringes the rights of any third party, impersonates any Stash City employee, other users, celebrity or anyone with considerable fame, which is deliberately confusing or which is offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate or which breaches the username requirements specified in our Code of Conduct noted below. You agree that you will not use misspellings or alternative spellings or take any other actions for the purpose of circumventing the foregoing restrictions. You understand and agree that, in addition to the foregoing restrictions, we reserve the right to

change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website or the Services via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You cannot transfer your Account to any other person, or permit anyone to use same.

We hereby disclaim any and all responsibility or liability for any unauthorized use of your Account.

4. PERSONAL USE ONLY

Unless we expressly consent otherwise, this Website and the Services are only for personal use (and not for commercial purposes).

5. CODE OF CONDUCT

You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning or through this Website or the Services. Stash City does not condone or allow unsolicited commercial electronic communications (i.e. spam). You agree that you will not use this Website or the Services to send unsolicited commercial or other electronic messages to Stash City or any other users.

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Stash City's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use.

While using this Website or the Services you agree to comply with all applicable laws, rules and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Website and the Services. In addition, and without limiting the foregoing, you agree not to:

- a. post anything that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- b. post anything that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;
- c. post anything that infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (c) any confidentiality obligation;
- d. post anything that (a) does not generally pertain to the designated topic or theme of this Website or the Services; (b) violates any specific restrictions applicable to this Website or the Services, including age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including anything that can be construed as "spamming", "flooding", or "trolling", as those terms are commonly understood and used on the internet;
- e. post anything that: (a) expresses or implies that any statements you make or actions you take are endorsed by us; (b) impersonate another person (including celebrities); (c) indicate that you are a Stash City employee, representative of Stash City; or (d) attempt to mislead users by indicating that you represent Stash City or any of Stash City's partners or affiliates;
- f. post anything that is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- g. post anything that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Service or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Service;
- h. download, copy, reproduce, republish, upload, post, transmit, modify, distribute or publicly display any of the content or information contained in this Website or the Services, except as expressly authorized by us in writing;
- i. use tools which hack or alter this Website, the Services or that allow you to connect to this Website's or the Services' private binary interface or utilize user or other interfaces other than those provided by us to you;
- j. attempt to obtain a password or other private account information from any other user of this Website or the Services; or

- k. create multiple Accounts for the purpose of sale or transfer to others, transfer your Account to others, park your Account or those of others, or use another person's Account with Stash City.

You further agree not to:

- a. mirror or frame any part of the Website without our express prior written consent; and
- b. use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website, without our express prior written consent.

Do not use our Website or the Services to: (i) lodge complaints against other users; or (ii) facilitate a personal dispute. If you have reason to believe that another person is using the Website or our Services in a way that is harmful to you (e.g., to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

6. MONITORING

We strive to provide an enjoyable online experience for our users, so we may monitor any activity on our Website or the Services, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms of Use.

PLEASE NOTE THAT WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT: (I) THIS WEBSITE, THE SERVICES, OR ANY PORTION THEREOF, WILL BE MONITORED (E.G. FOR ACCURACY OR UNACCEPTABLE USE); (II) APPARENT STATEMENTS OF FACT WILL BE AUTHENTICATED; OR (III) WE WILL TAKE ANY SPECIFIC ACTION (OR ANY ACTION AT ALL) IN THE EVENT OF A CHALLENGE OR DISPUTE REGARDING COMPLIANCE OR NON-COMPLIANCE WITH THESE TERMS OF USE. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Website or through the Services by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, and/or inappropriate, including Content that violates the Agreement.

We have the right, but not the obligation, to delete any communications, content or other materials on this Website at any time without notice or liability to you.

7. INVESTIGATIONS

You agree that Stash City or its representatives may access your Account and all information and any records related thereto on a case-by-case basis to investigate complaints or allegations of: (i) any breach of these Terms of Use; (ii) infringement of third party rights; or (iii) any unauthorized use of this Website or the Services. Stash City does

not intend to disclose the existence or occurrence of such any investigation unless required by law or if requested by law enforcement officials.

8. AVAILABILITY

WHILE WE ENDEAVOUR TO KEEP DOWNTIME TO A MINIMUM, WE CANNOT PROMISE THAT THIS WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. WE RESERVE THE RIGHT TO INTERRUPT/SUSPEND THIS WEBSITE OR THE SERVICES, OR ANY PART THEREOF, WITH OR WITHOUT PRIOR NOTICE FOR ANY REASON AND YOU SHALL NOT BE ENTITLED TO ANY REFUNDS OF FEES FOR INTERRUPTION OF THIS WEBSITE OR THE SERVICES.

9. ACCESS TO THE INTERNET

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Website and the Services, and you shall be solely responsible for all charges and fee related thereto.

10. CURRENCY OF WEBSITE

Stash City updates the information on this Website and the Services periodically. HOWEVER, STASH CITY CANNOT GUARANTEE OR ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CURRENCY OR COMPLETENESS OF THE INFORMATION ON THIS WEBSITE AND THE SERVICES. Stash City may revise, supplement or delete information, services and/or the resources contained in this site and the Services and reserves the right to make such changes without prior notification to past, current or prospective visitors.

11. LINKED WEBSITES

This Website or the Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that Stash City monitors or endorses these websites. Stash City does not accept any responsibility for such websites. STASH CITY 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 THE RELIANCE UPON ANY INFORMATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITES OR LINKED RESOURCES.

12. INTERNET SOFTWARE OR COMPUTER VIRUSES

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website or

the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Website or the Services.

STASH CITY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THIS WEBSITE OR THE SERVICES OR YOUR DOWNLOADING OF ANY OF USER GENERATED CONTENT OR OTHER CONTENT FROM THIS WEBSITE. Stash City recommends that you install appropriate anti-virus or other protective software.

13. OUR MATERIALS

Stash City may make certain communications, content, software or other materials (including, for example, all files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively, the "Stash City Materials") available to you from this Website or the Services, from time to time. If you download or use the Stash City Materials, you agree that such materials: (i) may only be used for your personal and non-commercial use; (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without Stash City's prior written permission; and (iii) shall only be used in compliance with any additional license terms accompanying such Stash City Materials. Stash City does not transfer either the title or the intellectual property rights to the Stash City Materials to you, and retains full and complete title to the Stash City Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the Stash City Materials. You further agree not to decompile, reverse-engineer, or disassemble any Stash City Materials. Stash City or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

This Website (including its organization and presentation and Stash City Materials) is the property of Stash City and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trade-marks, trade-names, internet domain names and other similar rights.

14. YOUR MATERIALS

By posting, downloading, displaying, performing, transmitting, or otherwise distributing any communications, content or other materials to this Website or the Services by you or at your direction ("User Generated Content"), you hereby grant Stash City, its affiliates, partners, consultants, agents, representatives a non-exclusive, irrevocable, perpetual license to use such User Generated Content in connection with the operation of this Website and the Services, including, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat such User Generated Content.

You also waive all moral rights that you may have in such User Generated Content. No additional consideration will be provided to you for your User Generated Content. You agree that, unless you advise otherwise, Stash City may publish or otherwise disclose your name or username in connection with your User Generated Content. We may also anonymize (or otherwise de-identify) your User Generated Content. By posting User Generated Content on this Website or the Services, you represent and warrant that you own the rights to the User Generated Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Generated Content and that such User Generated Content do not violate any applicable laws. You agree that the burden of proving that any User Generated Content do not violate any laws or third party rights rests solely with you.

You are solely responsible for your User Generated Content. You are solely responsible for making and keeping backup copies of your User Generated Content and for applying the appropriate level of access rights to same. STASH CITY SHALL NOT BE RESPONSIBLE OR LIABLE FOR (I) THE DELETION OR ACCURACY OF ANY USER GENERATED CONTENT, (II) THE FAILURE TO STORE, TRANSMIT, ENCRYPT (OR OTHERWISE SECURE) OR RECEIVE ANY USER GENERATED CONTENT, OR (III) THE STORAGE, TRANSMISSION, ENCRYPTION (OR OTHER SECURITY) OR RECEIPT OF ANY OTHER COMMUNICATION INVOLVING THE USE OF THIS WEBSITE OR THE SERVICES.

You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Generated Content or any communications involving the use of this Website or the Services and agree to obtain and maintain all such consents or permissions throughout the term of these Terms of Use.

15. YOUR COMMENTS

Feel free to e-mail your comments, suggestions and feedback to us ("Comments"). However, the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Stash City is not liable for any damages related to communications to or from this Website or the Services.

You agree with respect to any Comments provided by you to us, via e-mail or otherwise, that: (i) Stash City has no obligation concerning such Comments; (ii) such Comments are non-confidential; (iii) Stash City may use, disclose, distribute or copy such Comments and may use any ideas, concepts or know-how contained in such Comments for any purpose and without restriction or obligation to you; and (iv) such Comments are truthful and do not violate the legal rights of others.

16. WEBSITE, SERVICES AND MATERIALS PROVIDED "AS IS"

THIS WEBSITE, THE SERVICES, THE STASH CITY MATERIALS, AND ALL OTHER MATERIALS AVAILABLE ON THIS WEBSITE (COLLECTIVELY, "MATERIALS") ARE PROVIDED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. STASH CITY DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE.

THE SERVICES AND ALL MATERIALS CONTAINED ON THIS WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT MEANT TO BE A SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR OWN PHYSICIAN OR OTHER ADVISOR.

17. LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE, THE SERVICES AND THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL STASH CITY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS (THE "STASH CITY PARTIES") BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF INFORMATION), ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE SERVICES, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF STASH CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISCONDUCT), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, STASH CITY'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS WEBSITE, THE SERVICES AND THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) DOLLARS CAD.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

18. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STASH CITY PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO STASH CITY AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST STASH CITY IN CONNECTION WITH: (I) YOUR USE OF, ACCESS TO, OR MISUSE OF THE WEBSITE OR SERVICES; (II) YOUR BREACH OF ANY OF THESE TERMS OF USE; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (IV) ANY CLAIM THAT ANY OF YOUR USER SUBMISSIONS CAUSED DAMAGE TO A STASH CITY PARTY OR A THIRD-PARTY; (V) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE WEBSITE OR SERVICES; OR (VI) ANY ACTIVITY USING YOUR EMAIL ADDRESS AND PASSWORD BY YOU OR ANY OTHER PERSON ACCESSING THE WEBSITE OR SERVICES USING YOUR ACCOUNT OR EMAIL ADDRESS.

IF STASH CITY TAKES ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TERMS OF USE, STASH CITY WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO STASH CITY.

19. TERM & TERMINATION

Stash City may, from time to time, but is in no way obligated to, permit you to access and use this Website and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree that access to this Website and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that Stash City shall not, in any event, be responsible to you in any way should you be unable to access this Website and the Service at any time or from time to time.

Stash City may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use this Website and the Services and/or terminate these Terms of Use or any of the licenses granted hereunder. Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Website and the Services.

20. SUSPENSIONS

We reserve the right to suspend your Account and/or your access to this Website and/or the Services immediately, with or without notice to you, and without liability to you, if Stash City, in its sole discretion, believes that:

- a. you have violated or otherwise breached these Terms of Use;
- b. any information provided by you is untrue, inaccurate, not current or incomplete; or

c. you, or any other parties, are obtaining unauthorized access to our Website, or any other systems or information of Stash City.

These suspensions will be for such periods of time as Stash City may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

21. NOTICE

If you need to contact us regarding this Website, the Services or these Terms of Use, please:

- a. e-mail us at info@canadiancultivated.com; or
- b. mail us at 7 Innovation Way, Charlottetown, PE C1E 0B7 Canada.

22. MISCELLANEOUS

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Sections 14-22, together with your obligations under Sections 5 and 7 will survive termination or expiry of these Terms of Use.

These Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us.

These Terms of Use are not assignable, transferable or sub-licensable by you except with Stash City's prior written consent. We may assign, transfer or convey these Terms of Use to a third party without notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

These Terms of Use were last updated on October 1, 2020.