

Terms of Use DoonDelivers.com

Welcome to Doon, a development of MMM Transportation (“MMM/DOON,” “us,” or “our”). MMM/DOON provides its services to you, through the Platform (defined below), including its data management, data storage and data processing services (collectively, the “Services”). The Doon data service, website and programs (the “Platform”) are owned and operated by MMM/DOON and are at times collectively referred to herein as the “Platform”.

1. ACCESS.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING THE PLATFORM, YOU AGREE TO THESE TERMS AND CONDITIONS. These terms and conditions of use (“Terms of Use”) apply exclusively to your access to, and use of, the Platform and do not alter in any way the terms and conditions of any other agreement(s) you may have with the MMM/DOON Platform. These Terms of Use apply generally to the Platform and to all websites, programs and Platforms operated by MMM/DOON (and its affiliates); however, certain restricted areas of the Platform or data feeds may have additional terms and conditions.

MMM/DOON operates and maintains the Platform, at least in part, from Massachusetts USA.

2. CHANGES TO TERMS OF USE.

MMM/DOON reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Platform, following the posting of changes, will mean that you accept and agree to all changes. As long as you comply with these Terms of Use, MMM/DOON grants you a personal, non-exclusive, non-transferable, limited privilege to access and use the Platform.

MMM/DOON reserves the right to change or discontinue the Platform, or any component thereof, with or without notice, including without limitation, removing features or functionality. MMM/DOON reserves the right to charge fees for use of the Platform in the future.

3. CONTACT INFORMATION.

Please address technical questions or comments about the Platform to support@doondelivers.com.

For other communications, please contact MMM/DOON by mail at: 376 Easthampton Rd. Northampton, MA 01060

4. PRIVACY POLICY.

Please review MMM/DOON’s Privacy Policy for the Platform. MMM/DOON’s Privacy Policy applies to access use of the Platform, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Platform, you acknowledge and agree that Internet transmissions are not completely private or secure. You understand that any message or information you send to the Platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

By providing your phone number, you agree to receive SMS notifications about Login, Account Changes, and Information which you have requested, from Doon/DoonDelivers/MMM Transport. Message frequency varies. Message & data rates may apply. You can reply STOP to opt out at any time.

5. COPYRIGHT COMPLAINTS.

MMM/DOON respects the intellectual property of others and expects its users to do the same. If you believe, in good faith, that any materials from the Platform infringe upon your copyrights, please send the following information to

MMM/DOON Copyright Agent by mail or email to: Copyright Agent, MMM Transport, 376 Easthampton Rd. Northampton, MA 01060; Email: support@doondelivers.com.

- a. Identify the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Platform where the material you claim is infringed is located. Include enough information to allow MMM/DOON to locate the material and explain why you think an infringement has taken place. If multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site is allowed;
- b. Identify the allegedly infringing work and include information reasonably sufficient to allow MMM/DOON to locate the material—for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- c. Your full legal name, mailing address, telephone number, and e-mail address;
- d. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- f. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

6. COPYRIGHTS, TRADEMARKS, AND PERMISSIONS.

You acknowledge and agree that MMM/DOON or third parties granting rights to MMM/DOON hold title to any and all materials on the Platform, the underlying software of the Platform, and related technology, including all intellectual property rights therein. All content including text, graphics of MMM/Doon or Doon, user interfaces, visual interfaces, photographs, trademarks, artwork, metadata and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Platform is owned by, controlled by, or licensed by MMM/DOON, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You do not acquire or have any ownership, license, or other proprietary interest in the Platform, Content, or any information contained on or provided by the Platform. All rights not expressly granted in the Terms of Use are reserved by MMM/DOON.

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The words “Doon”, “Doondelivers.com”, “MMM/Doon” “MMM Transportation”, “MMM Transport,” the MMM Transportation and Doon logos, and the products and services described in the Platform are either trademarks, trade names, or service marks of MMM/DOON and its licensors, or are the property of their respective owners. These marks may not be copied, imitated, or used, in whole or in part, without the express prior written permission of MMM/DOON or their respective owners, and then only with the proper acknowledgments. In addition, page headers, custom graphics, button icons, and scripts may be service marks, trademarks, or trade dress of MMM/DOON, and may not be copied, imitated, or used, in whole or in part, without the express prior written permission of MMM/DOON.

You will not reverse engineer or attempt to derive the source code of the Platform. You will not send automated queries to the Platform without the prior written approval of us. You will not use the Platform to sell a product or service or to advertise or direct activity to other websites. You will not decompile, reverse engineer or otherwise manipulate or work with the software or software architecture of the Platform. You will not use any robot, or any other automatic device, including without limitation any manual or technological process process to monitor or to copy any information from the Platform for any unauthorized purpose. You will not use any automatic device, software, or other routine to interfere with or attempt to interfere with or in any way impair or cause to be impaired the functioning of the Platform. You will not interfere with or in any way impair or cause to be impaired the operation of the Platform or any other party’s use of the Platform.

You will not use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Platform. MMM/DOON reserves the right to bar any such activity.

You will not attempt to gain unauthorized access to any portion or feature of the Platform, or any other Platforms or networks connected to the Platform or to any MMM/DOON server, or to any of the services offered on or through the Platform, by hacking, password “mining”, social engineering or any other illegitimate means. You will not probe, scan, or test the vulnerability (whether passively or actively) of the Platform or any network connected to the Platform, nor will you breach any security or authentication measures on the Platform or any network connected to the Platform. You will not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Platform, or any other customer of MMM/DOON, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load or burden on the infrastructure of the Platform or MMM/DOON’s Platforms or networks, or any Platforms or networks connected to the Platform or to MMM/DOON. You agree not to use any device, software, or routine to interfere or attempt to interfere with or otherwise impair the proper working of the Platform or any transaction being conducted on the Platform, or with any other person’s use of the Platform.

You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to MMM/DOON on or through the Platform or any service offered on or through the Platform. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You will not use the Platform or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of MMM/DOON or others.

You will not transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or any other country in which you reside.

7. USER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

You hereby represent, warrant and covenant that your use of the Platform has not and shall not violate any applicable local, national or international law, including, without limitation, any regulations having the force of law. You hereby covenant not to impersonate another person in the use of the Platform or the sending of any email to an address listed on the Platform.

8. REGISTRATION.

To access and use the Platform, you will need to register, be approved and create an account, and you must grant Doon/MMM programmatic access to your METRC licenses and other relevant systems to display necessary data for your benefit. You must provide complete, accurate, and truthful information when registering. You are responsible for maintaining the confidentiality of any password and username needed to access the Platform. You are responsible for all activities that occur under your password or username. Should you suspect that any unauthorized party may be using your password or account, or you suspect any other breach of security, you must immediately contact and notify MMM/DOON. Usernames are the property of MMM/DOON, and MMM/DOON may change your username in MMM/DOON's discretion. MMM/DOON may terminate or suspend your account if you are in violation of this Terms of Use or if MMM/DOON reasonably believes your use of your account or the Platform could cause MMM/DOON to incur cost, damage, expense, or liability of any kind. You will not use anyone else's user ID, password, or account at any time without the express permission and consent of the holder of that user ID, password, or account. MMM/DOON cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

The Platform is not intended for or directed at anyone under the age of 21, and you should not register with the Platform if you are under the age of 21.

9. YOUR CONTENT.

To use the Platform, you must grant programmatic access to your METRC Licenses for the purpose of pulling accurate inventory, product information, images, and information needed to display data desired by client to the Doon marketplace. MMM/DOON will collect and use such access to provide the services requested by you and you give MMM/DOON permission to do so.

10. SUBMISSIONS.

Except as otherwise provided in a separate written agreement between you and MMM/DOON, you agree that any materials, including but not limited to questions, comments, suggestions, ideas, notes, drawings, original or creative materials, data, analyses, code, programs or other information, provided or otherwise disclosed by you in the form of e-mail or electronic submissions to MMM/DOON, or postings to the Platform, are nonconfidential and shall become the sole and exclusive property of MMM/DOON to the fullest extent permitted by applicable law. MMM/DOON shall own all exclusive rights and shall be entitled to the unrestricted use or sale of these materials, and any derivative works, analyses, studies, evaluations, calculations, or insights generated by these materials, for any and all purposes, commercial or otherwise, without acknowledgment or additional compensation to you. In the event applicable law operates to prevent MMM/DOON from becoming the sole owner of any such property, then this provision shall be effective as granting to MMM/DOON (with rights of assignment) a perpetual, worldwide, paid-in-full, nonexclusive right (including any and all moral rights) and license to make, use, sell, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in

part) worldwide and or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in any such material.

11. DISCLAIMER.

YOU USE THE PLATFORM AT YOUR OWN RISK. MMM/DOON REVIEWS AND EDIT SEARCH RESULTS TO THE BEST OF THE ABILITY OF THE PLATFORM, RELATED CONTENT, OR THIRD PARTY ADVERTISEMENTS ARE NOT ENABLED NOR PERMISSABLE AS PART OF THE DOON PLATFORM. MMM/DOON DOES NOT PROMISE THAT THE PLATFORM OR ANY CONTENT, SERVICE OR FEATURE OF THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE PLATFORM WILL PROVIDE SPECIFIC RESULTS. THE PLATFORM AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITH NO WARRANTIES OF ANY KIND. ALL INFORMATION PROVIDED ON THE PLATFORM IS SUBJECT TO CHANGE WITHOUT NOTICE. MMM/DOON CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE PLATFORM WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. MMM/DOON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MMM/DOON DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM AND/OR ANY MMM/DOON’S SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST MMM/DOON FOR DISSATISFACTION WITH THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. YOU AGREE THAT YOUR USE OF OR RELIANCE UPON ANY INFORMATION OBTAINED THROUGH THE SYSTEM IS AT YOUR OWN DISCRETION AND RISK.

The above disclaimer applies to any damages, liability or injuries caused by a failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

MMM/DOON reserves the right to do any of the following, at any time, without notice to: (a) modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform, for any reason; (b) modify or change the Platform, or any portion of the Platform, and any applicable policies or terms; and (c) interrupt the operation of the Platform, or any portion of the Platform, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

12. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT MMM/DOON, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ARE NOT LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT DAMAGES, OR FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST TIME), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY ACCESS TO THE PLATFORM OR ANY VIEWING OR USE OF ANY INFORMATION ON OR THROUGH THE PLATFORM OR ANY CONTRACTUAL OR OTHER DEALINGS OR RELATIONSHIPS YOU MAY HAVE WITH THIRD PARTIES BASED UPON ANY INFORMATION INCLUDED IN OR THROUGH THE PLATFORM. IN NO EVENT WILL MMM/DOON’S AGGREGATE LIABILITY TO YOU ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM EXCEED \$100. YOU ACKNOWLEDGE THAT NO SUBSCRIPTION OR OTHER FEES ARE REQUIRED FOR YOUR ACCESS TO THE PLATFORM AND THE LIMITATIONS IN THIS PARAGRAPH ARE REASONABLE AND APPROPRIATE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Except where prohibited by law, in no event will MMM/DOON, its subsidiaries, affiliates, officers, employees, directors, shareholders, predecessors, successors in interest, and other agents, be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if MMM/DOON has been advised of the possibility of such damages.

13. INDEMNIFICATION.

You shall indemnify, defend, and hold MMM/DOON, its subsidiaries, affiliates, officers, employees, directors, shareholders, predecessors, successors in interest, and other agents, harmless from and against any claim, demand, suit, cause of action, proceeding, loss, liability, damage or expense (including reasonable attorney fees) arising out of or related to your use of the Platform, including, without limitation, any violations by you of the Terms of Use and your use of or reliance on any search results.

14. VIOLATION OF THESE TERMS OF USE.

MMM/DOON may disclose any information MMM/DOON has about you (including your identity) if MMM/DOON determines that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Platform, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) MMM/DOON's rights or property, or the rights or property of visitors to or users of the Services or Platform, including MMM/DOON's customers. MMM/DOON reserves the right at all times to disclose any information that MMM/DOON deems necessary to comply with any applicable law, regulation, legal process or governmental request. MMM/DOON also may disclose your information when MMM/DOON determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that MMM/DOON may preserve any transmittal or communication by you with MMM/DOON through the Platform or any service offered on or through the Platform, and may also disclose such data if required to do so by law or if MMM/DOON determines that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any such data violates the rights of others; or (d) protect the rights, property or personal safety of MMM/DOON, its employees, users of or visitor to the Platform, and the public.

You agree that MMM/DOON may, in its sole discretion and without prior notice, terminate your access to the Platform and/or block your future access to the Platform if MMM/DOON determines that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Platform. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to MMM/DOON, for which monetary damages would be inadequate, and you consent to MMM/DOON obtaining any injunctive or equitable relief that MMM/DOON deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies MMM/DOON may have at law or in equity.

You agree that MMM/DOON may, in its sole discretion and without prior notice, terminate your access to the Platform, for cause, which includes (but is not limited to): (i) requests by law enforcement or other government agencies, (ii) a request by you, (iii) discontinuance or material modification of the Platform or any service offered on or through the Platform, (iv) unexpected technical issues or problems, (v) or license revocation by governing body or METRC disabling access.

If MMM/DOON does take any legal action against you as a result of your violation of these Terms of Use, MMM/DOON 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 MMM/DOON. You agree that MMM/DOON will not be liable

to you or to any third party for termination of your access to the Platform as a result of any violation of these Terms of Use.

15. GOVERNING LAW/JURISDICTION.

These Terms of Use and your access to and use of information from the Platform is governed by the laws of the State of Massachusetts, without regard to any conflict of laws rules. All claims, suits, or causes of action arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Hampshire County, Massachusetts, USA, and you and MMM/DOON consent to personal jurisdiction in those courts.

Rules governing collection, use and sharing personal information are set forth in the Privacy Policy of MMM/DOON to be found at [Doondelivers.com/privacy](https://doondelivers.com/privacy) (in development) or upon request, which is incorporated by reference to the Terms of Use and constitutes a part thereof.

16. ENTIRE AGREEMENT.

This Terms of Use constitutes the entire agreement between you and MMM/DOON regarding your access to the Platform and your reproduction and use of any information from the Platform. Any waiver of any term or condition of this Terms of Use shall not be effective unless in a written document signed by an authorized representative of MMM/DOON. This Terms of Use control the relationship between MMM/DOON and you, are not intended to benefit any third party, and do not create any third party beneficiary rights. MMM/DOON's failure to take any action in connection with your non-compliance with these Terms of Service shall not operate as a waiver of any of MMM/DOON's rights, or your obligations under these Terms of Use. If it turns out that a particular term is not enforceable as written, then it shall be enforceable to fullest extent permitted by law and will not affect any other terms.

17. WAIVER.

No waiver by MMM/DOON of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term or provision of these Terms of Use at that time or a waiver of that or any other right, term or provision of these Terms of Use at any other time.

18. GENERAL.

If any provision of this Terms of Use is held to be invalid or unenforceable, such provision shall be struck from these Terms of Use and the remaining provisions shall remain in full force and effect. These Terms of Use shall inure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. The parties have required that this Terms of Use and all documents relating thereto be drawn-up in English. A person who is not a party to the Terms of Use shall not have any rights hereunder or pursuant to the Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19. LANGUAGE.

It is at the express consent of the parties that the present agreement be written in English.