



Effective Date: April 12, 2020

UgoVirtual© Terms of Use

Your Acceptance

Please read these Terms of Use (the “Terms”) carefully because this document is legally binding on you, even if you are just browsing UgoVirtual.com (the “Site”) without intent to register, use our services, or contact other users or us. The website is owned and operated by UgoVirtual. The term “us,” “we” or “our” refers to the owner and operator of this Site. Our [Privacy Policy](#) also governs your use of the Site. If you do not want to accept and agree to both these Terms and the Privacy Policy, you must exit the Site. Note that we may revise these Terms when and as we deem appropriate; so, please visit this page regularly in order to view such revisions.

Products and Services Offered on the Site

UgoVirtual offers products and services on the Site. When you enroll to obtain a product or service from UgoVirtual on the Site, you accept the specific agreement terms and conditions applicable to that product or service. Your use of any such product or service offered on the Site is governed by the terms and conditions of the agreement for that product or service. Except as provided in that agreement, UgoVirtual does not warrant that any product descriptions or content contained in this website is accurate, current, reliable, complete, or error-free.

Intellectual Property

1. All Site contents, registered and unregistered trademarks, designs, information and images (the “Intellectual Property”) belong to us. The Intellectual Property is protected by the U.S. and international trademark, copyright, privacy, and other intellectual property laws. All rights not expressly granted under these Terms are reserved by us. Unless expressly stated otherwise, you shall not copy, reproduce or replicate any Intellectual Property.
2. Copyright Infringement Claims. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder’s rights. You agree that you will not use our Site to infringe anyone’s intellectual property rights. We will investigate copyright infringement claims if they are reported to us to info@ugovirtual.com.



Third-Party Services

The Site may contain links to third-party websites that are not owned or controlled by us. We assume no responsibility for the content, privacy policies, or practices of any third-party websites. In addition, the Site will not and cannot censor or edit the content of any third-party website. You acknowledge that we will not be liable for any and all claims, demands, and damages of any kind and nature arising out of or in any way connected from any and all potential liabilities arising from the use of any third-party website. We cannot guarantee the availability or performance of any third-party services used to support the Site. Such third-party services may change their operations without notice to us. Therefore, we shall not be liable for any outages, version changes, delivery delays, failures, bugs, or termination of third-party network service. Third-party networks have their own terms of use, and you must comply with any terms and/or conditions provided by any third-party network.

Your Obligations

By using this Site, you represent, warrant and agree that:

1. You are 16 years of age or older.
2. You will not create duplicate accounts and you will not share your account with anyone. You are solely responsible for all activity that occurs under your account.
3. Our Site may contain typographical errors or other inaccuracies.
4. You will only submit true, complete and not misleading information to the Site. All content you submit to our Site is free of third-party intellectual property claims and contains no vulgar, profane, defamatory, abusive, racist or hateful language or expressions.
5. Our Site content may not be copied for republication, either online, via electronic media, or on paper, without our prior express written permission.
6. You will not submit unsolicited bulk or commercial messages ("spam") to our Site, other users, or anyone else. Any unsolicited message must also not direct the recipient to any third-party site or other resources.
7. You will not access our Site in order to gain a competitive advantage.
8. We have the right to refuse access, service or disable your account on our Site at any time for any reason or no reason without notice, explanation or liability of any kind.
9. You will not interfere with the proper working of the Site. You will not impersonate any other person or entity, submit any false, defamatory, offensive, harassing material, or any material that violates another party's rights of privacy and publicity.



Remedies for Breach of these Terms

1. We will take any action deemed necessary or appropriate if we believe that any user violates the Terms of Use, infringes any intellectual property right, privacy right or confidentiality principles, threatens anybody's personal safety or uses offensive language. We may: (i) disclose user's identity to law enforcement agencies, to any third-party claiming violation of their intellectual property or privacy right; (ii) block user's IP address, notify user's Internet Service Provider; (iii) suspend or terminate any account on our Site; (iv) moderate any content submitted to us; and/or (v) take any other action provided for in these Terms of Use or available under law or in equity.
2. We cannot ensure that all material submitted to us is accurate and free of third-party claims, and we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party.

Non-Negotiable Terms

These Terms are not negotiable, but you may refuse to accept these terms by notifying UgoVirtual at info@ugovirtual.com.

UgoVirtual and all third-party services with access to or storage of personal data shall comply with General Data Protection Regulation (GDPR). UgoVirtual's customers are considered the controller of the data from a GDPR perspective, making our customers ultimately responsible for fulfilling data subject rights and ensuring that opt-in consent is in place. UgoVirtual, as the data processor, understands that our customers will need to rely on UgoVirtual to collect the opt-in information because they use the UgoVirtual platform to collect information for user registrants (data subjects). Customers should refer to their contract documents for further information.

Disclaimer of Warranty

USE OF THIS SERVICE AND ITS CONTENTS IS AT YOUR OWN RISK. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED "AS IS". YOU MUST NOT RELY ON ANY CONTENT PUBLISHED ON OR LINKED TO THIS SITE WITHOUT FIRST MAKING YOUR OWN ENQUIRIES TO VERIFY IT IS ACCURATE, CURRENT AND COMPLETE. WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING OUT OF OPERATION OF LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT; SAFETY; QUALITY; FREEDOM FROM DEFECTS OR THAT DEFECTS WILL BE CORRECTED; UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE USE OF THIS SITE; OR ACCURACY, CURRENCY,



RELIABILITY, COMPLETENESS OR APPROPRIATENESS RELATING TO THE CONTENT OF THIS SITE.

Limitation of Liability

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. NO CLAIM, SUIT OR ACTION MAY BE BROUGHT AGAINST US AFTER SIX (6) MONTHS FROM THE THE DATE THE ACT OR OCCURRENCE GIVING RISE TO THE UNDERLYING CAUSE OF ACTION OCCURRED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION, OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE SHALL NOT BE LIABLE FOR PROTECTION OF SPECIAL CATEGORIES OF DATA, SO YOU AGREE NOT TO SHARE SUCH INFORMATION, INCLUDING, BUT NOT LIMITED TO, SPECIAL CATEGORIES OF PERSONAL DATA WITHIN THE MEANING OF THE GDPR.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless our company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from any one or more of the following: (i) your use of and access to the Site; (ii) your violation of any provision of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or, (iv) any claim that one of your user submissions caused damage to a third-party.

GOVERNING LAW & ARBITRATION

These Terms and any action related thereto will be governed by the laws of the State of Georgia, without regard to its conflict of laws provisions that would result in the application of any other law. Any controversy or claim arising out of or relating in any way to your use of this Site and/or these Terms (a "Dispute"), shall be submitted to the state courts in Gwinnett County, Georgia. You agree that these courts shall have exclusive jurisdiction and venue to hear any Dispute between you and us.

Contact Us

Please submit your inquiries to info@ugovirtual.com.



Effective Date: April 12, 2020

UgoVirtual Privacy Statement

Your privacy is important to us. This privacy statement explains what personal data UgoVirtual collects from you, through our interactions with you and through our products, and how we use that data.

Our Privacy Policy explains:

- What information we collect and why we collect it;
- How we use that information; and
- The choices we offer, including how to access and update information.

Personal Data We Collect

UgoVirtual collects data to operate effectively and provide you the best experiences. You provide most of this data to us directly when you register for webinars and events or interact with our learning management system. We get some of it by recording how you interact with our ads, for example, using technologies like cookies, and receiving error reports or usage data.

- First Name and Last Name
- Phone Number
- Email Address
- Company
- Personal Photo
- Device Information – such as your hardware, operating version, etc.
- IP Address
- Voluntary data: Information you voluntarily provide to the Site or when you contact us for any reason.

How We Use Personal Data

UgoVirtual uses the data we collect to operate our business and provide you with use of the products and services we and our business partners offer. This includes using data to improve the products and personalize your experiences. We also may use the data to communicate with you, for example, informing you about updates and product information we and our customers have to offer.



Sharing Personal Information

UgoVirtual does not share Personal Data with any third parties without legal reasons, such as with your consent or to fulfill a contract.

UgoVirtual stores and processes personal data in secure third-party applications for day to day business operations. All third-party applications used by UgoVirtual to store or process personal data are committed to GDPR compliance. For more information, please contact info@ugovirtual.com.

We will also share personal information with companies, organizations or individuals outside of UgoVirtual if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, legal process or enforceable governmental request;
- Enforce applicable Terms of Service, including investigation of potential violations;
- Detect, prevent, or otherwise address fraud, security or technical issues; and/or
- Protect against harm to the rights, property or safety of UgoVirtual, our users or the public as required or permitted by law.

How to Access & Control Your Personal Data

We aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. You can view or edit your personal data in your account settings. However, if you would like to delete your personal data or your account, you can do so by emailing info@ugovirtual.com.

You can also make choices about UgoVirtual' collection and use of your data. You can always choose whether you wish to receive promotional email from UgoVirtual. You can also opt out from receiving interest-based advertising from UgoVirtual by contacting info@ugovirtual.com.

Children's Privacy

Our Site is not directed to children under the age of 16. We do not knowingly collect any personal information about children under the age of 16. If we obtain actual knowledge that we have collected personal information about a child under the age of 16, that information will be immediately deleted from our database.

If a parent believes that his or her child has submitted personal information to us, he or she can contact us via e-mail. We will promptly delete the information upon learning that it relates to a child under the age of 16. Please note that it is possible some of this information may remain archived in web logs and back-up archives after we delete the information from our active database.



Cookies & Similar Technologies

UgoVirtual uses cookies (small text files placed on your device) and similar technologies to provide our websites and online services and to help collect data. Cookies allow us, among other things, to:

- Store your preferences and settings;
- Provide interest-based advertising; and
- Analyze how our websites and online services are performing.

We also use web beacons to help deliver cookies and gather usage and performance data. Our websites may include web beacons and cookies from third-party service providers.

You have a variety of tools to control cookies, web beacons and similar technologies, including browser controls to block and delete cookies and controls from some third-party analytics service providers to opt out of data collection through web beacons and similar technologies. Your browser and other choices may impact your experiences with our products.

Third Party Privacy Statements

This Privacy Notice governs the use of this internet site. However, if you register for (or attend) an event hosted by UgoVirtual, your participation may be governed by additional and/or different privacy policies, including privacy policies of an event sponsor who may gather or receive and use your data pursuant to its own policy. Upon registering for an event, you should receive the privacy policies that are applicable to your participation in that event and be asked to agree to them. If you register for an event but do not receive event policy notices, or if you have questions about policies presented, please notify us at info@ugovirtual.com before proceeding.



CANNABIS BUSINESS SUMMIT CYBER

Registration & Attendance Rules

Attendance

Cannabis Business Cyber Summit (hereinafter sometimes referred to as “Event” or “Cannabis Events”) is an industry trade event open to National Cannabis Industry Association (hereinafter referred to as NCIA) members who are current in payment of dues and to nonmember attendees who qualify and whose names are placed on the Admittance List. Cannabis Business Cyber Summit is closed to the general public and non-qualified attendees.

Registrants may be required to submit verifiable proof of their qualification to attend the Cannabis Business Summit & Expo at the sole discretion and request by MVP Education LLC (hereinafter sometimes referred to as “Event Management”).

Event Management reserves the right to accept or reject registrations and to cancel any previously accepted registration, at any time in its sole discretion, for any reason, without liability to the registrant or any other party. Event Management reserves the right to remove any attendee or exhibitor/sponsor from access to the virtual event without cause or explanation (no refunds will be given) without liability to the registrant or any other party and refused admittance to future Cannabis events.

Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and Event shall have no liability for such costs.

Age Restriction

Individuals under the age of 18 will not be admitted to the Event. Attendees of the Cannabis Business Cyber Summit may be asked to provide proof of age by providing Event Management an official government-issued id (Ex: Government-Issued Driver’s License or Passport).

Assumption of Risk

You assume any and all risks occurring before, during, or after any event held in conjunction with Cannabis Business Cyber Summit, including injury by any cause. You release MVP Education, LLC, NCIA, and its respective affiliates, agents and employees, from any related claims.

Code of Conduct

MVP Education LLC is committed to enabling virtual events at which everyone can participate in an inclusive, respectful, and safe environment. We value each member and want all guests to have an enjoyable and fulfilling experience. Accordingly, we expect all attendees to show respect and courtesy to other people. All communication should be appropriate for a professional audience, including people of different backgrounds. Event members are solely responsible for their actions.

Disclaimer

We believe that our different identities make us powerful as a community and organize the work of our teams accordingly. However, part of the content at virtual events is user-generated, and you may find other delegates’ or participants’ communications, graphics, audio files, or additional information inappropriate, offensive, harmful, inaccurate, dishonest, misleading and/or deceptive. In this case, please, report an incident as described below.



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Behavior

We ask that in the interest of open and honest participation, you:

1. Behave in a way as to create a safe and supportive environment for all virtual event participants, including the organizers, moderators, attendees, and speakers, and via all communication channels, including the live stream, break out discussions, and social media.
2. Commit to a respectful curiosity, open-minded participation, and a positive, inclusive attitude, having empathy and tolerance for people who may not share your opinion and understand how your views might impact other people. Please, don't engage in any form of harassing, offensive, abusive, discriminatory, derogatory or threatening speech or behavior, including (but not limited to) relating to race, gender, gender identity and expression, national origin, religion, disability, marital status, age, sexual orientation, physical appearance or other protected category.
3. Comply with the instructions of the moderator and any virtual event staff.
4. Do not make use of mechanisms, software, or scripts in connection with the use of the platform or any action which is likely to impair the functionality of the platform, in particular, to overburden it.
5. Comply with all applicable laws.

Consequences

Breaches of this Code of Conduct may result in disqualification from participating in the registered event but also future live and virtual events.

Reporting an incident

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact the organizer by email: info@cannabisbusinesssummit.com and call 888-347-6445 (972-349-7687)

Badge Limitations on Use

By registering for Event pass you agree not to sell, trade, transfer, or share your complimentary code or registration credentials, unless such transfer is granted by Event Management. By registering for a paid Event Pass, you agree to not share, sell, or trade your registration credentials. In the event that Event Management determines that you have violated this policy, Event Management may cancel your registration credentials, retain any payments made by you, report you to law enforcement authorities, and ban you from future Cannabis Events.

Once you have received your registration credentials, it cannot be changed, substituted, or reissued to a different person.

Registration Credential Misuse



CANNABIS BUSINESS SUMMIT CYBER

Attendees using falsified registration credentials and/or sharing or swapping registration credentials will be immediately ejected from Event and banned from future Events. Event Management considers such conduct theft of service, trespassing, and fraud and will report violators to law enforcement authorities. If such conduct is discovered after an Event, violators will be invoiced according to onsite registration pricing and will be required to pay their invoice in full in order to be eligible to participate in future Cannabis Events.

Event Content

You acknowledge and agree that Event Management, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue and time.

NCIA Membership

NCIA membership fees must be current at the time the Event occurs. If an NCIA membership is past the renewal date, the registered attendee shall renew NCIA membership online to receive Event registration access. If a member pre-registered with a member discount but declines renewal of membership upon the date of the actual Event, then the registration is no longer a member and thus, the membership discount does not apply, and the registered attendee must pay the price difference for a non-member conference pass. Only current members, with fees paid and not past renewal dates, at the time of the subject Event, are eligible for a membership discount.

Solicitation of Goods and Services

Only those NCIA member firms exhibiting at Cannabis Business Cyber Summit may solicit their goods and services solely within their virtual exhibit space. Specifically, non-exhibiting companies, guests, attendees and members of the press are prohibited from soliciting business during the show. Violation of this rule can lead to immediate removal from the Cannabis Business Cyber Summit and non-admittance into future Cannabis events.

Recording & Photography

All programs, meetings, sessions, seminars, trade shows and other events sponsored by MVP Education, LLC are the exclusive property of MVP Education, LLC and no one is permitted to record or reproduce such events, aurally or visually, by motion pictures, videotape recording, audio cassette recording or by any other means for commercial purposes without the express written consent of MVP Education, LLC or Exposition Management. The rule does not prohibit videotaping or other visual or aural recordings by an exhibitor of the Cannabis Business Summit & Expo made entirely within the booth space leased by that exhibitor.

Photography and/or videotaping of any display or product other than an Exhibitor's/Sponsors own or by Exposition Management is prohibited, unless written permission has been obtained by Exposition Management and the firm whose booth is being photographed/videotaped.

Consent to Use of Photographic and Videotaping Images

Registration and attendance at or participation in Cannabis Business Cyber Summit or any affiliated events of Cannabis Business Cyber Summit constitutes an agreement by the registrant to fully consent to MVP Education, LLC, Exposition Management and NCIA's use and distribution (both now and in the future) of the registrant's or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Cancellation and Limitation of Liability

All cancellations must be submitted in writing to MVP Education, LLC via e-mail to CBS@mcievents.com. No refunds will be issued for cancellations



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The Event will be delivered over the internet, and accordingly, is subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MVP Education shall not be responsible for any delays, delivery failures, viruses, hacker intrusions, or other damage resulting from such problems. MVP Education makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the platform used for the Event. MVP education does not represent or warrant that: (a) the use of the platform will be secure, uninterrupted, or error-free or (b) the platform or the servers that make the services available are free of viruses or other harmful components. All conditions, representations, and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed by MVP Education to the maximum extent permitted by law. Cannabis Business Cyber Summit, MVP Education, LLC, and NCIA are not responsible or liable for any costs incurred due to cancellations or delays of any type including travel and/or weather that may affect purchased events, including but not limited to seminars, training courses, workshops, tours, certified education courses, forums, and luncheons.

Amendment to Regulations

Exhibitor and Attendees shall observe and abide by any additional reasonable regulations made by Event Management, MVP Education, LLC, its officers, and employees for the efficient and safe operation of the Cannabis Business Cyber Summit. All regulations outlined in this document will remain in effect during the entire Event. In addition to these regulations, those outlined in the Exhibitor/Sponsor Application Contract (for Exhibitor/Sponsors only) will be in effect and enforced.

Any and all matters not specifically covered by either of these documents shall be subject solely to the judgment of Event Management and may be amended at any time.