

AKA GMP Standards Program Terms and Conditions

The American Kratom Association (“AKA”) hosts a GMP Standards Program which provides for Participants to be included in the AKA Program and listed on AKA’s website as a participant (“Program”). A copy of the Program Description for the Program can be found at www.americankratom.org (“Program Description”).

Participants who apply for, or participate in, the Program, agree to adhere to the Terms and Conditions set forth herein ("Agreement" or "Contract").

As an applicant for the Program, you, the applicant, on behalf of yourself as well as your company, heirs, agents, successors, and assigns, ("Participant(s)" or “You”) acknowledge that you have read, understand, and agree to be bound by all terms and conditions set forth in this Agreement and included by reference.

By submitting an application for the Program to AKA, you agree to abide by all terms and conditions of this Agreement. This Agreement may be modified, from time to time, by AKA. Your continued participation in the Program, after a modification to the Contract, shall be binding on you. If you, as a result of such modification, no longer wish to be a Participant, you must notify AKA, in writing of termination within thirty (30) days of the modification. If you do not, you shall be deemed to have agreed to the modification of this Contract. It is your responsibility to review this agreement WHERE PUBLISHED at www.americankratom.org on a regular basis to keep yourself informed of any modifications. Your continued use and/or promotion of your voluntary participation in the Program constitute(s) your manifestation of assent to the modification, limitation, change, or replacement. You acknowledge that this Agreement is legally binding under the laws of Virginia, and, upon submission, you have entered into a legally enforceable Contract ("click through contract") with AKA, as though a physical signature was provided. If you do not agree to the terms and conditions of this Agreement, you are expressly prohibited from applying for, or continuing to participate in, the Program.

This Agreement is effective as of the date of your participation in the Program.

The term of this Contract is one (1) year from the date of the electronic submission of this Agreement (Contract) and shall renew for successive one (1) year periods unless terminated pursuant to the terms herein.

1. REPRESENTATIONS AND WARRANTIES.

Electronically submitting this Agreement constitutes your willingness to enter into this Contract, and a representation and warranty by You that You are at least eighteen (18) years of age; have the right, power, legal capacity and appropriate authority to contract on behalf of the Participant.

AKA has not, is not, and will not make any guarantees, promises, or warranties that, as a result of your participation in the Program, You will gain financial benefit.

AKA is not owned or affiliated with, and does not sponsor or endorse any particular company applying for voluntary participation in the Programs.

AKA makes no representations regarding the quality, safety, morality, or legality of any aspect of a participant's business, products, or services.

2. APPLICATION AND APPROPRIATE USES.

AKA does not guarantee or promise approval of your participation in the Program and may deny participation to You if you fail to meet the qualification requirements, complete the application process, or fulfill the responsibilities as outlined by this Agreement. You acknowledge that you submit this application at your own risk and that, in the event that you are not admitted to the Program, you remain legally bound by the terms and conditions of this Agreement with AKA.

(A) REQUIREMENTS

Participation in the Program requires the following:

- (1) Electronic submission of this Agreement;
- (2) Approval by a third-party auditor to ensure your product and processes comply with the Standards set forth in the Program Description. Such approval must be in writing, dated within ninety (90) days of the date of submission, and provided to AKA.

(B) Assignment. You hereby acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement.

(C) Termination. AKA reserves the right, in its sole discretion, to terminate your voluntary participation in the Program if your participation results in, or is the subject of, legal action or threatened legal action, against AKA, without regard to whether such legal action or threatened legal action is ultimately determined to be with or without merit. In the event You fail a "spot inspection," an audit, or it is discovered by AKA that you have engaged in any conduct AKA perceives, in its sole discretion, to be determinantal to AKA or the Program, AKA may terminate your participation in the Program, and You will be required to cease-and-desist all promotion and usage of your participation in the Program(s). AKA reserves the right to publish Your terminated status on its website.

3. AUDIT.

You agree that, within ninety (90) days of the date of your submission of this application, you shall submit to a third-party audit to ensure your product and processes comply with the Standards set forth in the Program Description. Your auditor shall provide the audit results to AKA within such ninety (90) day period as a condition precedent to AKA's acceptance of your participation in the Program. Thereafter, you shall submit to an annual third-party audit and provide the audit results to AKA upon receipt or AKA may terminate your participation in the Program and this Agreement.

4. PROFESSIONAL CODE OF CONDUCT AND ETHICS.

You agree that your voluntary participation in the Program(s) is subject to a professional code of conduct policy, which prohibits:

- Criminal Conviction;
- False or Fraudulent Representations;
- Slanderous Statements in Federal Communications Commission Regulated Media or Electronic Media; and
- Libelous Statements in Print or Electronic Media.

You agree that violations of the Professional Code of Conduct constitute a breach of this Contract.

You agree to conduct Your business activities in an ethical manner and in accordance with the laws of the Commonwealth of Virginia and the United States of America.

5. INTELLECTUAL PROPERTY

You agree that AKA holds all rights, title, and interest in all AKA publicity and intellectual property, including other rights related to intangible property, unless otherwise indicated. You agree that AKA materials are the intellectual property of AKA and your use, assignment, and/or possession of AKA materials may be terminated in AKA's discretion.

6. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AKA, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AND AGENTS, WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF AKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall AKA its partners, affiliates, or advertisers be liable to You or any other person for any damages, including for loss of profit or goodwill, for any matter, regardless of whether such liability is asserted on any breach of this Contract even if AKA has been advised of the possibility of such damages.

7. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless AKA and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third-party claim, action, proceeding or demand related to the use or promotion of your voluntary participation in the Program by you or your company or affiliates.

In addition, You agree to indemnify and hold AKA harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein or from any negligence or willful misconduct by You.

8. DISPUTE RESOLUTION.

You understand and agree that AKA is located in the Commonwealth of Virginia. Therefore, this Agreement will be interpreted under and governed by the laws of the Commonwealth of Virginia without giving effect to any conflicts of laws principles. You agree that, by participating in the Program, you submit to the personal jurisdiction of the Courts located in the City of Alexandria, Virginia, and that any claim or dispute arising out of the Program will be exclusively resolved through the Courts located in the City of Alexandria, Virginia.

9. NOTICES.

You agree that all notices (except for notices concerning breach of this Contract) from AKA to You may be posted on www.amerikratom.org. Notices concerning breach of Contract will be sent to the point-of-contact's email address, as maintained on file with AKA. Delivery of all notices shall be deemed to have been made five (5) days after the date sent.

10. ENTIRE AGREEMENT.

You agree that this Agreement, including policies and agreements referenced herein, constitutes the complete and entire Agreement between You and AKA regarding the Program. You understand and agree that any additional provisions that may appear in any communication with you unless accepted by AKA in a signed writing.

11. SEVERABILITY.

You agree that the terms of this Contract are severable. If any part of this Contract is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with the applicable law as closely as possible, in line with the original intention of both parties to the Contract and the remaining terms and conditions of the Contract (not deemed unenforceable) will remain in full force and effect.

12. WAIVER.

The failure of AKA to enforce any of the provisions within this Contract or its incorporated agreements and policies against You or others shall not be construed as a waiver of the right of AKA thereafter to enforce such provisions. You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless such waiver or consent is in writing and signed by AKA.

13. FORCE MAJEURE.

AKA will make every effort to keep the Web Site, www.amerikratom.org, operational and up to date. However, certain difficulties and other factors outside of its control, may from time to time, result in temporary service interruptions. You agree not to hold AKA liable for any of the consequences of such interruptions.

14. CLAIM LIMITATIONS.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE BROUGHT BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT A CAUSE OF ACTION WITHIN ONE (1) YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST AKA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

15. NO THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Contract, except as expressly provided in this Contract.

16. ATTORNEY'S FEES AND COSTS

Should you commit any breach of this Agreement, You shall be liable to AKA for any and all reasonable costs and expenses incurred by AKA in enforcing its rights hereunder.