

# Terms of Use

*Updated February 21, 2019*

urban-gro, Inc, (referred to going forward as COMPANY) reserves the right to change, add, delete, or otherwise modify content on the Site and these Terms of Use periodically without prior notice.

## PLEASE READ BEFORE USING THIS SITE

The materials on this website (the “Site”) are provided by COMPANY as a service to its customers and may be used for informational purposes only. Single copies may be downloaded subject to the provisions below. By downloading any materials from this site, you agree to these terms. If you do not agree to them, do not use the site or download any materials from it.

## US GOVERNMENT RESTRICTIONS

The materials are provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the Materials by the Government constitutes acknowledgment of COMPANY proprietary rights in them.

## USER MATERIAL

Unless under our Mutual Nondisclosure Agreement, any material, information or other communication you transmit or post to this Site will be considered non-confidential and non-proprietary (“Communications”). COMPANY will have no obligations with respect to the Communications. COMPANY and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

## DISCLAIMER

THE MATERIALS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF COMPANY HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. COMPANY and its suppliers further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. COMPANY may make changes to these materials or to the products described therein, at any time without notice. COMPANY makes no commitment to update the Materials.

## LINKS

The linked sites are not under the control of COMPANY and COMPANY is not responsible for the content of any linked site or any link contained in a linked site. COMPANY reserves the right to terminate any link or linking program at any time. COMPANY does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

## Applicable Laws

This Site is controlled by COMPANY from its offices within the United States of America. COMPANY makes no representation that Materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations. Any claim relating to the Materials shall be governed by the internal substantive laws of the State of Colorado.

## GENERAL RESTRICTIONS

COMPANY may revise these Terms at any time by updating this posting. You should visit this page from time-to-time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

## TERMS AND CONDITIONS

COMPANY, at our discretion, may provide you with services including, but not restricted to, news and information services. You agree to comply with the conditions imposed on your use of the services, as set out in these Terms and Conditions of Access and elsewhere on our services. These services may be outside our control or provided by a third party in which case we cannot and do not take responsibility for their content, or for any delays, interruptions or errors in the provisions of these additional services. You are on notice of this fact and use these services at your own risk. Certain data accessible on our services is the intellectual property of the relevant news and information services provider or third parties that provide such data to the relevant service provider, or us. The data is protected by copyright and other intellectual laws and all ownership rights remain with the information service provider or the third party or us, as the case may be. You may only use the data retrieved from our services for your own personal and non-commercial purposes while accessing our services. Such use will be in accordance with these Terms and Conditions of Access and the requirements set out elsewhere on our services. You may not copy, distribute or redistribute the data, including by caching, framing or similar means or sell, resell, re-transmit or otherwise make the data retrieved from our services available in any manner to any third party. The data is provided "as is." We or any third party shall not be liable to you or any third party for any loss or damage, direct, indirect or consequential, arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of the data or any other information supplied to you through our services or (ii) any decision made or action taken by you or any third party in reliance upon the data. Neither any third party nor we shall be liable for loss of business revenues, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise,

even if advised of the possibility of such damages incurred by you or any third party. Where the information consists of pricing or performance data, the data contained therein has been obtained from sources believed reliable. Data computations are not guaranteed by any information service provider, third party or us or any affiliates and may not be complete. Neither any information service provider, third party or us give any warranties, as to the accuracy, adequacy, quality or fitness, timeless, non-infringement, title, of any information for a particular purpose or use and all such warranties are expressly excluded to the fullest extent that such warranties may be excluded by law. You bear all risk from any use or results of using any information. You are responsible for validating the integrity of any information received over the Internet. Transmission may be subject to arbitrary delays beyond our control, which may delay the provision of our services and the execution of your orders. You acknowledge that neither COMPANY, any information service provider nor third party will be liable to you or any third party for any losses arising from such delay. In no event will any information provider, third party or we, be liable for any consequential loss including but not limited to special, incidental, direct or indirect damages resulting from delay or loss of use of our services. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of our services.

urban-gro, Inc. (NASDAQ: UGRO) is a fully integrated architectural, engineering, and cultivation systems integration company for commercial cannabis and food-focused Controlled Environment Agriculture (CEA) facilities.  
Design + Integration