

CAN CORPORATION OF AMERICA, INC. TERMS OF USE

1. ACCEPTANCE OF TERMS

The Giorgi Companies, Inc.TM (“The Giorgi CompaniesTM,” “we,” “us,” or “our”) welcomes you. We’re excited that you have decided to access the <http://www.TheGiorgiCompanies.com> website (the “Website”). We provide this Website to you subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By accessing and using the Website, you acknowledge that (a) you have read our statement regarding our use of Cookies, are informed as to how we use them and for what purpose within our Privacy Policy, and either agree to such use or have taken your own measures to limit Cookies on your system; and (b) you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement.”). If you do not agree to any of the terms of this Agreement, then please do not use the Website.

2. DESCRIPTION OF SERVICES

The Website is dedicated to providing you information about The Giorgi CompaniesTM. You can learn about our story, our companies, opportunities to partner with us or join our team, and how to reach us. There are also links to other sites where you can purchase some of our products.

We provide all Visitors and Customers with access to the Website without any need for a login.

3. RESTRICTIONS

The Website, like any website, functions best when its users follow a few simple rules. By accessing and using the Website, you hereby agree to comply with these rules and that:

You will not use the Website for any unlawful purpose;

You will not tweet, upload, post, e-mail, transmit, or otherwise make available any content that infringes any copyright, trademark, or other proprietary rights of any person or entity; or is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, invasive of another’s privacy, or promotes violence; or discloses any personal information about another person, including that person’s name, e-mail address, postal address, phone number, credit card information, or any similar information;

You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

You will not “stalk” or otherwise harass another;

You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or

routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password mining, or any other means; and

You must be eighteen (18) years of age or older to order a product through the Website.

4. INTELLECTUAL PROPERTY

The Website may contain material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of The Giorgi Companies, Inc.TM (collectively referred to as the “The Giorgi CompaniesTM Content”). The Giorgi Companies[®] Content may be owned by us or by third parties. The Giorgi CompaniesTM Content is protected under both United States and foreign laws. Unauthorized use of The Giorgi CompaniesTM Content may violate copyright, trademark, and other laws. You have no rights in or to The Giorgi CompaniesTM Content, and you shall not use The Giorgi CompaniesTM Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original The Giorgi CompaniesTM Content on any copy you make of The Giorgi CompaniesTM Content. You may not sell, transfer, assign, license, sublicense, or modify The Giorgi CompaniesTM Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use The Giorgi CompaniesTM Content in any way for any public or commercial purpose. The use or posting of The Giorgi CompaniesTM Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

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5. USER CONTENT

All User Content submitted by you to us or provided by you in connection with the Website shall be the exclusive property of The Giorgi Companies, Inc.TM and you hereby assign all right, title, and interest to such User Content. You hereby acknowledge and agree that: (a) The Giorgi Companies, Inc.TM may use, copy, disclose, distribute, sell, license, and otherwise exploit the User Content in any manner and in any and all media now known or hereafter devised without any compensation to you and that your use of the Website is sufficient consideration for the foregoing assignment; and (b) the User Content is wholly original to and exclusively owned by you and you have the right to grant the assignment hereunder; and (c) the User Content does not infringe the intellectual property right (or any other right) of any third party.

6. NO WARRANTIES/LIMITATION OF LIABILITY

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF THE WEBSITE. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE WEBSITE FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITE AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVER, OR ITS CONTENTS ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

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THE WEBSITE AND IT CONTENTS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, PRICING OR OTHER ERRORS OR OMISSIONS LISTED ON OUR WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON OUR

UNITED STATES PRODUCTS, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT ON THE WEBSITE DOES NOT IMPLY THAT SUCH PRODUCT IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AND TO THE PRODUCTS AT ANY TIME WITHOUT NOTICE.

WE RESERVE THE RIGHT TO CANCEL OR MODIFY ORDERS WHERE IT APPEARS THAT A CUSTOMER HAS ENGAGED IN FRAUDULENT OR INAPPROPRIATE ACTIVITY OR UNDER OTHER CIRCUMSTANCES WHERE IT APPEARS THAT THE ORDER CONTAINS OR RESULTED FROM A MISTAKE OR ERROR.

7. EXTERNAL SITES

The Website may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

8. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our affiliated and related companies and each of their respective officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal, expert and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of The Giorgi Companies™ Content, the User Content, or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate at your sole cost and expense with any reasonable requests assisting our defense of such matter.

9. COMPLIANCE WITH APPLICABLE LAWS

The Website is based in the United States. We make no claims concerning whether the Website content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website or the content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

10. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

11. MISCELLANEOUS

This Agreement is governed by the internal substantive laws of the Commonwealth of Pennsylvania, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania, or if federal jurisdiction is appropriate, the United States District Court for the Eastern District of Pennsylvania. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “User Content,” “No Warranties/Limitation of Liability,” “Indemnification,” “Termination of the Agreement,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

CONTACT US

Questions regarding these terms should be addressed to: websupport@thegiorgicompanies.com