

## WEBSITE USER AGREEMENT

LAST MODIFIED: APRIL 30<sup>TH</sup>, 2021

Welcome to GrowSquares's ("Company", "we", "us", or "our") website. Please read this Website User Agreement (this "Agreement") carefully before using the Services (as defined below) of the [www.growsquares.com](http://www.growsquares.com) website and other Company-owned or controlled websites (collectively, the "Sites"). THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITES AND THE RELATED SERVICES, CONTENT OFFERED OR ANY PURCHASES YOU MAKE VIA THE SITES (collectively, "Services").

By accessing or using the Services, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

Company may update or revise this Agreement. You agree to review this Agreement periodically. Except as otherwise expressly stated by Company, any use of the Services is subject to the version of this Agreement in effect at the time of use. Please note that Company's return policy, and the terms and conditions related to the availability of products and authorized payment methods are not the subject of this Agreement but are instead set forth separately on Company's website.

### PRIVACY

We have developed a Privacy Policy in order to inform you of our practices with respect to the collection, use, disclosure and protection of your information which is accessible at [www.growsquares.com](http://www.growsquares.com). By using the Sites you agree to the terms of the Privacy Policy.

### GENERAL TERMS AND CONDITIONS

Unless otherwise noted, the products and Services on the Sites are intended for personal, non-commercial purposes only. You agree to use the Sites only for lawful, noncommercial purposes and in compliance with all international, federal, state and local laws.

### INTELLECTUAL PROPERTY RIGHTS

The Sites, and all of its contents, including without limitation, text, photographs, images, illustrations, graphics, video material, audio material, , software, logos, titles, characters, names, graphics and button icons, (collectively "Proprietary Material"), are or may be protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Proprietary Material is owned or controlled by Company or by other parties that have provided rights thereto to Company.

You may not, and agree that you will not, use, publish, reproduce, display, distribute, or modify the Proprietary Material or any portion thereof, for any purpose or by any means, method, or process. Modification of the materials appearing on the Sites or use of such materials for any other purpose is a violation of our copyright and other proprietary rights.

### **CLAIMS REGARDING COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Company's designated agent. ALL INQUIRIES NOT RELEVANT TO THIS PROVISION WILL NOT RECEIVE A RESPONSE.

Our designated agent to receive notifications of claimed infringement is:

jcollinswood@wsgr.com. Upon receipt of notices complying or substantially complying with the Digital Millennium Copyright Act ("DMCA"), we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps to promptly notify the user that we have removed or disabled access to such material.

### **OTHER WEBSITES**

The Sites may contain links to third party sites, such as those for our advertisers and sponsors, that are not owned or operated by Company. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third party sites or the information or material accessed through these third party sites.

### **DISCLAIMER**

VISITORS TO THE SITES AGREE THAT THEIR USE OF, AND RELIANCE ON ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH, THE SITES OR SERVICES IS AT THEIR OWN SOLE RISK. THE SITES AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (i) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OF THE SITES AND THE SERVICES; (ii) ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (iii) THAT THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (IV) THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (V) ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED. WE DO NOT WARRANT OR GUARANTEE: (1) THAT ANY PORTION OF THE SITES WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE.

Any use of the term “organic” within the Company's Sites or Services is intended to refer to the organic materials certification provided by the Organic Materials Review Institute (“OMRI”) and does not refer to any other use of the term “organic” as that term may be used by any other certifying body, regulatory authority or person (for example, none of our products will be certified organic pursuant to regulations or requirements published by the United States Department of Agriculture). The Company intends and expects that some or all of the components within the gardens sold to you by the Company will be certified organic by the OMRI. However, the Company does not claim, and cannot guaranty, that any or all of the components within your garden will be certified organic by the OMRI or that such components would satisfy the OMRI's organic certification criteria, in whole or part, were they tested for compliance with OMRI's organic certification criteria. By using our Sites and Services, you accept that any or all of the components of the gardens (and any accessories) sold to you by the Company (i) may not be certified organic by the OMRI or otherwise compliant with the OMRI's organic certification criteria and (ii) will not be certified organic by any other certifying or regulatory authority. For more information regarding OMRI and its organic certification criteria, please visit <https://www.omri.org/>.

#### **INDEMNIFICATION**

By using the Sites, you agree to defend, indemnify, and hold Company and its officers, directors, employees, contractors and suppliers harmless from any and all claims, liabilities, damages, losses, costs, and expenses, including without limitation, attorneys' fees and expenses, arising in any way from or in connection with your use of the Sites or any goods and services available on or through the Sites, or any violation by you of this Agreement, our Privacy Policy or any other 3 policy posted on the Sites applicable to your use of the Sites. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

#### **LIMITATION OF LIABILITY**

COMPANY IS NOT LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITES OR SERVICES OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITES OR SERVICES AS APPLICABLE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US OR ANY OF OUR AFFILIATES IS TO DISCONTINUE YOUR USE OF THE SITES AND/OR SERVICES, AS APPLICABLE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

#### **SEVERABILITY**

If any of the provisions, or portions thereof, of this Agreement is found to be invalid under any applicable statute or rule of law, the remainder of this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

## **ARBITRATION**

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Company or its successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator and will be governed by the American Arbitration Association's ("AAA") Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures").

To the fullest extent permitted by applicable law, you and Company must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR COMPANY MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (4) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (5) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law.

## **GOVERNING LAW**

We control and operate the Sites from our offices in the State of New York, United States of America. We do not represent that materials on the Sites are appropriate or available for use in other locations. Persons who choose to access the Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that the laws of the State of New York, excluding its conflict of laws rules, and this Agreement, our Privacy Policy and any other policies posted on the Sites and Services applicable to your use of the Sites shall govern your use of the Sites and Services. You expressly agree that exclusive venue for any claim or dispute with us (or any of our affiliates) or relating in any way to your use of the Sites shall be in the County of Kings, State of New York, and you further agree and expressly consent to the exercise of personal jurisdiction of arbitrators or the courts in the County of Kings, State of New York, in connection with any such dispute and including any claim involving Company, our employees, contractors, officers, directors, and suppliers.

This Agreement is the entire agreement between you and Company with respect to the Sites, and supersedes all prior or contemporaneous communications and proposals (whether oral,

written or electronic) between you and Company with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect.