

MAV FARM, INC.
TERMS OF USE

Last Revised: November 1, 2017

These Terms of Use (“**Terms of Use**”) govern your use of our website www.mav.farm (the “**Website**”), our related mobile device application (the “**App**”), and any other related content, features, content, materials, applications, and/or services (collectively the “**Services**”) offered by Mav Farm, Inc. (“**Mav Farm**” or “**we**” or “**us**”).

BY USING THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS OF USE AND REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN YOU ARE NOT AUTHORIZED TO USE ANY OF MAV FARM’S SERVICES.

For purposes of these Terms of Use, “you” and “your” means you as the user of the Services. If you use the Services on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of that entity with the authority to bind that entity to these Terms of Use, and that you agree to these Terms of Use on that entity’s behalf, and (c) your entity is legally and financially responsible for your use of the Services as well as for the use of your account by others affiliated with your entity, including any employees, agents or contractors.

Please review the following carefully so that you understand the terms of these Terms of Use. These Terms of Use describe your responsibilities, Mav Farm’s liability and the liability of third parties related to the Services. All users of Mav Farm’s Services must accept and comply with the terms and conditions set forth in these Terms of Use. Certain portions of the Services may be subject to additional terms and conditions specified by us from time to time; your use of the Services is subject to those additional terms and conditions. If you have any questions regarding these Terms of Use, please contact us via email at support@mav.farm.

THESE TERMS OF USE INCLUDE (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

1. ABOUT THE SERVICES

1.1. Mav Farm provides an interactive mobile camera and shoppable video-sharing platform. The Services support three types of users: (i) brand owners that market and sell their products (“**Brands**”), (ii) retail stores owners that offer products for sale and allow users to reserve and pick up products locally (“**Retailers**”), and (iii) users who publish photos and videos featuring products and purchase products using the capability provided by the Services (“**Consumers**”). Brands, Retailers and Consumers are collectively referred to herein as “**Users**”.

1.2. Our privacy practices in operating the Services are described in our Privacy Policy located at www.mav.farm/#privacy-policy (“**Privacy Policy**”). Please review the Privacy Policy to learn

about:

- what information we may collect about you;
- what we use that information for;
- what third-party information, if any, you are agreeing to share by using the Services; and
- with whom we share that information.

2. YOUR ACCOUNT

2.1. Registration. To register an account on the Services, you must be at least 13 years of age and must agree to these Terms of use. If you are at least 13 but under the age of majority in your jurisdiction, your parent or guardian must agree to these Terms of Use on your behalf before you use the Services. You do not need to create an account on the Services (an “**Account**”) to visit the public pages of the Services, however, you do need an Account to follow certain Brands or other Users, upload photos or videos, and purchase products via the Services. You may create an Account by completing the registration process set forth on the Website or App. You are responsible for providing and maintaining accurate contact information, including your name, email address, address, phone number, and payment information. You may access, edit and update your Account information at any time through the Service’s account management feature. Telephone calls, SMS and email correspondence with Mav Farm may be recorded or monitored.

2.2. Account Security. You (and your authorized staff, if any) are the sole authorized user of your User Account. You are responsible for maintaining the confidentiality of any password and Account number provided by you or Mav Farm for accessing the Services. You are solely and fully responsible for all activities that occur under your password or Account. Mav Farm has no control over the use of your or any user’s Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or Account or you suspect any other breach of security, you will cease all use and contact Mav Farm immediately by emailing support@mav.farm.

3. USE OF THE SERVICES

3.1. License to Use Services. Subject to your compliance with these Terms of Use, Mav Farm hereby grants you a personal, nonexclusive, nontransferable, revocable, limited license (without the right to sublicense) to access and use the Services solely on computers and devices that you own or control, and subject to the limitations set forth below. These Terms of Use are limited to the intellectual property rights of Mav Farm and its affiliates and licensors and do not include any rights to other patents or intellectual property. We reserve any and all rights not expressly granted to you pursuant to these Terms of Use. The limited rights granted to you to access and use the Services comprise a limited license and do not constitute the sale of any software program.

3.2. Apple App Store Terms. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of the Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and Mav Farm, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any

failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and Mav Farm acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Mav Farm acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Mav Farm, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the App. You and Mav Farm acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the App, and that, upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

3.3. Amazon Appstore Terms. Mobile Software from Amazon Appstore. If you acquire the App from Amazon Digital Services, Inc. or one of its affiliates ("**Amazon**") via the Amazon Appstore or its successor(s), then to the extent of any conflict between the Amazon Appstore Terms of Use or such other terms which Amazon designates as default end user license terms for the Amazon Appstore ("**Amazon Appstore EULA Terms**"), and the other terms and conditions in these Agreements, the Amazon Appstore EULA Terms shall apply with respect to your use of any App that you acquire from the Amazon Appstore. Mav Farm and you hereby acknowledge that Mav Farm is the licensor of the App and that Amazon is not a party to these Terms. Mav Farm and you hereby acknowledge that Amazon does not have any responsibility or liability related to compliance or non-compliance by Mav Farm or you (or any other user) under these Agreements or the Amazon Appstore EULA Terms.

3.4. Google Play Terms. Mobile Software from Google Play store: If you acquire the App from Google, Inc. or one of its affiliates ("**Google**") via Google Play or its successor(s), then to the extent of any conflict between the Google Terms of Service and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and the other terms and conditions in these Agreements, the Google Play Terms shall apply with respect to your use of any App that you acquire from Google Play. Mav Farm and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Mav Farm or you (or any other user) under these Agreements or the Google Play Terms.

3.5. Use Restrictions.

(a) You agree that: (i) you will not use the Services if you are not fully able and legally competent to agree to these Terms of Use; (ii) you will only use the Services for lawful purposes; (iii) you will not use the Services for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct; (iv) you will not use the Services to advertise, solicit or transmit unsolicited commercial email; (v) you will not use the Services to cause nuisance, annoyance or inconvenience; (vi) you will not impair the proper operation of the Services; (vii) you will not try to harm the Services in any way whatsoever; (viii) you will not copy, or distribute the

Services or other content without written permission from Mav Farm; (ix) you will only use the Services for your own use and will not resell the Services to a third party; (x) you will keep secure and confidential your Account login information; and (xi) you will provide us with whatever proof of identity we may reasonably request.

(b) You agree to protect the Services, and their proprietary content, information and other materials, from any unauthorized access or use, and you agree that you will not use the Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by Mav Farm. Except as specifically permitted herein or expressly authorized in writing by Mav Farm, you agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (ii) use the Services in any service bureau arrangement; (iii) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Services, any updates, or any part thereof in any form or manner or by any means; (iv) harvest or scrape any content or data from the Service, or (v) permit any third party to engage in any of the acts described in clauses (i) through (iv).

(c) You further understand and agree that you are not permitted to: (i) remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Services; (ii) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services); (iii) use any means to discover the source code of any portion of the Services; or (iv) otherwise circumvent any functionality that controls access to or otherwise protects the Services. Any attempt to do any of the foregoing is a violation of the rights of Mav Farm and its licensors. If you breach these restrictions, you may be subject to prosecution and damages. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Mav Farm is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Services.

3.6. Third Party Services and Materials. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Mav Farm is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Mav Farm does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. In addition, third party services and Third Party Materials that may be accessed from, displayed on or linked to from the Services are not available in all languages or in all countries. Mav Farm makes no representation that any third party services and Third Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such services or Third Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

3.7. Open Source Software. The Services may contain or make use of certain Open Source Software. Further information is available on our Website at www.mav.farm/#open-source.

4. YOUR CONTENT

4.1. License Grant. As a condition of your use of the Services, you hereby grant to Mav Farm a non-exclusive, perpetual, worldwide, irrevocable, transferable, sublicenseable, royalty-free license to access, use, reproduce, transmit, display, publish, distribute, modify and adapt and create derivative work from any content that you post, upload, publish, submit or transmit to be made available through the Services (“**Your Content**”). Without limiting the foregoing, Mav Farm reserves the right to alter any product descriptions or images that you may upload to the Services, and will use reasonable efforts to notify you of any such changes. By posting or submitting Your Content through the Services, including any publicly accessible blog, comments or community forum we may make available (collectively “**Forums**”), you represent and warrant (a) that you own or otherwise control all of the rights to Your Content, including without limitation, all copyrights; (b) that Your Content is accurate; and (c) that use of Your Content does not violate these Terms of Use or the Privacy Policy and will not cause injury to any person or entity. We take no responsibility and assume no liability for any content or materials submitted or posted through the Services, including in the Forums, by you or any third party. WE RESERVE THE RIGHT TO REMOVE ANY CONTENT, MATERIAL, OR SUBMISSION THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE SERVICES.

5. PURCHASE OF PRODUCTS

5.1. Purchasing Products. If you elect to purchase any products featured on the Services, you authorize Mav Farm to transmit your payment information to our third party payment processor to process the transaction. All information that you provide in connection with a purchase must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with the purchase of products at the prices in effect when such charges are incurred. You will pay any applicable taxes relating to such purchases or other monetary transaction interactions. Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys’ fees) incurred by Mav Farm in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies.

5.2. Returns and Refunds. You may return many products sold on the Services. When you return a product, your refund and how your refund is issued may differ based on the condition of the product, how long you’ve had the product, how the product was purchased and the Brand’s or Retailer’s specific guidelines for refunds. For more specific info on returns and refunds, please refer to the Brand’s or Retailer’s refund policies located at their website or the refund info the Brand or Retailer provided in or together with the product’s original package. Returns and refunds of products picked up at a Retailer are subject to that Retailer’s policies.

6. TERMS APPLICABLE TO BRANDS

6.1. Definitions. As used in this Section 6, an “**Engagement**” means the act of a Consumer adding a product to their shopping cart on the Services, and “**Engagement Rate**” means a percentage of

the retail price of the product or products involved in 100 Engagements.

6.2. Collection and Remittance of Sales Amounts. When Consumers purchase products via the shopping cart functionality provided by the Services, Mav Farm collects the purchase price via its third party payment processor. At the end of each calendar month, Mav Farm then remits to each Brand an amount equal to the total sales of that Brand's products on the Services that month minus Mav Farm's costs, which are calculated based on the Engagement Rate.

Here's an example. Consider the following situation:

- (1) a given Brand sells three different items on Mav Farm: Item A, Item B and Item C;
- (2) Item A has a retail price of \$70 and receives 1,001 Engagements;
- (3) Item B has a retail price of \$120 and receives 92 Engagements;
- (4) Item C has a retail price of \$30 and receives 0 engagements; and
- (5) the Engagement Rate is 250%

Mav Farm's costs would be calculated as follows:

$$(\$70 \times 1,001 \times 2.5 / 100) + (\$120 \times 92 \times 2.5 / 100) + (\$30 \times 0 \times 2.5 / 100) = \$2027.75.$$

The current amount of the Engagement Rate is set forth on the Website at www.mav.farm/#pricing. Mav Farm may lower the Engagement Rate at any time without notice. Mav Farm will provide Brands with thirty (30) days prior notice of any increase in the Engagement Rate.

7. TERMS APPLICABLE TO RETAILERS

7.1. Commissions. Mav Farm charges Retailers a commission at the end of each month for allowing Consumers to reserve and pick-up products locally at the Retailer's locations. Retailer may subscribe to a monthly commissions plan that covers all reservations placed in that month, or elect for a commission to be assessed on each individual reservation. Note that commissions are assessed once the user Consumer completes the reservation on the Services, and Mav Farm shall have no liability to Retailers if the Consumer does not actually complete the sale transaction by picking up the product at the Retailer location. For more information about commissions rates and subscription plans is available on the Website at www.mav.farm/#pricing.

7.2. Payment. If you subscribe to a monthly commissions plan or otherwise incur commission charges on the Services, you authorize Mav Farm to transmit your payment information to our third party payment processor to process the transaction. All information that you provide for such purpose must be accurate, complete, and current. You agree to pay all charges for your commissions plan or for commissions associated with reservations placed for products for pick-up at your retail locations, including all applicable taxes. Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Mav Farm in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. All commission

payments are non-cancelable and non-refundable.

8. OWNERSHIP OF THE SERVICES

8.1. Services. The Services and their content, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under intellectual property, copyright, trademark and other laws. You acknowledge and agree that Mav Farm and/or its licensors own all right, title and interest in and to the Services (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of Mav Farm’s (or its licensors’) patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights on account of these Terms of Use. You acknowledge and agree that the features and functionality of the Services, and all software, content, data, information and materials contained therein are the confidential and proprietary information of Mav Farm (or its licensors), and accordingly you agree to (i) maintain the confidentiality of such information using reasonable efforts and care (but in no event less than the same efforts and care you use to protect your own confidential and proprietary information) and not disclose such information to any third party without the prior written consent of Mav Farm, and (ii) only use such information for the purposes of using the Services provided by Mav Farm hereunder.

8.2. Feedback and Revisions. Any and all (i) suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Mav Farm by you (collectively “**Feedback**”), and all (ii) improvements, updates, modifications or enhancements, whether made, created or developed by Mav Farm or otherwise relating to the Services (collectively, “**Revisions**”), are and will remain the property of Mav Farm. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title or interest in the Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of Mav Farm and Mav Farm may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Mav Farm any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. At Mav Farm’s request, you will execute any document, registration or filing required to give effect to the foregoing assignment.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

9.1. Warranty Disclaimer. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY MATERIALS, SOFTWARE OR SERVICES) ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND MAV FARM HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. MAV FARM DOES NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, (C) THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE, OR (D) DEFECTS IN THE SERVICES CAN OR WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY MAV FARM OR ITS AUTHORIZED REPRESENTATIVE SHALL BE DEEMED TO CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9.2. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL MAV FARM BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OF USE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS OF USE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF MAV FARM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. MAV FARM'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED: (X) FOR RETAILERS, THE TOTAL AMOUNT OF PAYMENTS YOU PAID TO MAV FARM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY, AND (Y) FOR ALL OTHER USERS, FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.3. Basis of the Bargain. You agree that the above limitations of liability together with the other provisions in these Terms of Use that limit liability are essential terms of these Terms of Use and that Mav Farm would not be willing to grant you the rights set forth in these Terms of Use but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce Mav Farm to grant you the rights set forth in these Terms of Use.

9.4. Indemnity. By entering into these Terms of Use and using the Services, you agree that you shall defend, indemnify and hold Mav Farm, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms of Use

or any applicable law or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of the Services; or (d) your negligence or willful misconduct.

10. DIGITAL MILLENNIUM COPYRIGHT ACT.

10.1. Anyone who believes that his or her work has been reproduced on the Services in a manner which constitutes copyright infringement may submit a notification to Mav Farm’s copyright agent in accordance with the Digital Millennium Copyright Act (the “DMCA”) by providing all of the following information in writing: (1) identification of the copyrighted work that is claimed to be infringed; (2) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service; (3) information for Mav Farm’s copyright agent to contact you, such as an address, telephone number, and, if available, e-mail address; (4) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law; (5) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and (6) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, “trademark”) by indicating this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.

10.2. Notices of copyright infringement claims should be sent by mail to Notices of copyright infringement claims should be sent by mail to 1837 N La Brea, Apt. 12, Los Angeles, CA 90046, or by email to legal@mav.farm. Mav Farm will respond expeditiously to claims of copyright infringement that are reported to Mav Farm’s copyright agent in the manner explained above. It is Mav Farm’s policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

10.3. If you believe that any of your content that was removed (or to which access was disabled) after Mav Farm received a notice of copyright infringement is not actually infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing all of the following information to Mav Farm’s copyright agent: (1) your physical or electronic signature (with your full legal name); (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief, under penalty of perjury, that the content was removed or disabled as a result of mistake or a misidentification of the content; (4) your name, address, telephone number, and email address; and (5) a statement that you will accept service of process from the person who provided the original notification of the alleged infringement.

10.4. If a counter-notice is received by Mav Farm’s copyright agent, Mav Farm may send a copy of the counter-notice to the original complaining party informing that person that Mav Farm may replace the removed content or cease disabling it. Unless the original complaining party files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) business days or more after receipt of the counter-notice, at Mav Farm’s sole discretion. Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal

consequences in your country if you make a false or bad faith allegation by using this process.

10.5. Further information on the DMCA can be found in 17 U.S.C. 512 or on the United States Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

11. ARBITRATION AND CLASS ACTION WAIVER

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

11.1. Informal Process First. You agree that in the event of any dispute between you and Mav Farm, you will first contact Mav Farm and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

11.2. Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to your use of Mav Farm’s services and/or products, including the Services, or relating in any way to the communications between you and Mav Farm or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and Mav Farm. However, this arbitration agreement does not (a) govern any Claim by Mav Farm for infringement of its intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use this Service by following the procedure described below.

11.3. No Judge or Jury. Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Mav Farm are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.

11.4. Arbitration Rules. If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to 1837 N La Brea, Apt. 12, Los Angeles, CA 90046. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA’s Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA’s Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879.

11.5. Conduct of the Arbitration. The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11.6. Fees. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used the Service on behalf of an entity, we will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

11.7. Interpretation. The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

11.8. Opting-Out. If you do not want to arbitrate disputes with Mav Farm and you are an individual, you may opt out of this arbitration agreement by sending an email to legal@mav.farm within thirty (30) days of the first of the date you access or use the Service.

11.9. Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration. If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and Mav Farm each waive any right to a jury trial.

12. GENERAL PROVISIONS

12.1. Modifications. We may modify these Terms of Use at any time. Modifications become effective immediately upon your first access to or use of the Services after the "Last Revised" date at the top of these Terms of Use. If we make changes that are material, we will use reasonable efforts to attempt to notify you, including by email or including a prominent notice in the Services. Your continued access or use of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms of Use. If you do not agree with the modifications to the Terms of Use, then please do not access or use the Services.

12.2. Termination. If you breach any of the terms of these Terms of Use, all licenses granted by Mav Farm, including permission to use the Services, will terminate automatically. Additionally, Mav Farm may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If Mav Farm deletes your Account for any suspected breach of these Terms of Use by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, Mav Farm may, but is not obligated to, delete any of

Your Content. Mav Farm shall not be responsible for the deletion of (or failure to delete) Your Content. All sections which by their nature should survive the termination of these Terms of Use shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Mav Farm or you. Termination will not limit any of Mav Farm's other rights or remedies at law or in equity.

12.3. Export Laws. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by Mav Farm hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

12.4. U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

12.5. Taxes. You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with these Terms of Use by any authority.

12.6. Injunctive Relief. You agree that a breach of these Terms of Use will cause irreparable injury to Mav Farm for which monetary damages would not be an adequate remedy and Mav Farm shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

12.7. Miscellaneous. These Terms of Use may not be modified except by a writing executed by the duly-authorized representatives of Mav Farm. No other act, document, usage or custom will be deemed to modify or amend these Terms of Use. These Terms of Use will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Use and the licenses granted hereunder may be assigned by Mav Farm but may not be assigned by you without the prior express written consent of Mav Farm. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; *provided* that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event

either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Use will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms of Use due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Terms of Use but are for convenience only. You and Mav Farm agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms of Use. The AAA Rules and the laws of the state of California, excluding its conflicts of law rules, govern these Terms of Use and your use of the Services. Your use of the Services may also be subject to other local, state, national, or international laws. Under California Civil Code Section 1789.3, California users of the Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

12.8. Contact Us. You may contact us regarding the Services or these Terms of Use at: 1837 N La Brea, Apt. 12, Los Angeles, CA 90046 or by email to support@mav.farm. These Terms of Use sets forth the entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.