

Grovara™ Terms of Service

Last Updated: March 1, 2020

Thank you for using the Grovara services (including our Grovara online international distribution platform (the “**Platform**”), our mobile and web-based applications and websites, and any other tools, products, and services provided by us that link to or reference these Terms of Service) (collectively, the “**Services**”). The Services are provided by Grovara LLC (“**Grovara**”, “**we**,” “**our**,” or “**us**”).

By using our Services, you are agreeing to these Terms of Service (these “**Terms**”), so please read them carefully. Our Services are diverse, so sometimes additional terms or service requirements may apply. For example; If you accept additional terms or conditions applicable to specific types of the Services (such as specialized Platform accounts), then those additional terms become part of your agreement with us if you use those Services and accept the applicable additional terms and conditions. By accessing or using any of the Services, you agree to be legally bound by these Terms.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS IN SECTIONS 9 AND 10 BELOW. THESE TERMS ALSO CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15.1 AND A WAIVER OF CLASS ACTIONS IN SECTION 15.2 THAT MAY AFFECT YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO THE SERVICES.

1. Using our Services

The Platform is a digital B2B marketplace that enables buyers and sellers of products (“**Products**”) to negotiate and complete purchase transactions. “Products” includes all items that are sold or offered for sale via the Platform, and any other items which are covered as “Products” pursuant to any supplemental agreements in effect between you and Grovara. Retailers, resellers, and other downstream buying partners (“**Buyers**”) with accounts on the Platform may place orders for Products, subject to applicable restrictions and prohibitions, including, without limitation, market and territory restrictions. Brand owners (“**Brands**”) on the Platform may list Products for sale within the Platform, subject to any applicable restrictions or prohibitions. To participate as a Brand or Buyer on the Platform requires a special Platform account and approval by Grovara (for more information, see Section 2, below).

You agree not to misuse our Services. For example, you agree to use the Services only in accordance with these Terms, not to interfere with the Services, not try to access them using a method other than the interface and the instructions that we provide, or copy any content from the Services. **Copying or scraping of information from the Services (including, without limitation, pricing information, product information, contact information, and company names) is strictly prohibited.** You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with these Terms or our other terms, policies, and agreements with you, if we are investigating suspected misconduct, or for any other reason in our sole discretion.

You agree that you will not use the Services for any improper or unlawful purpose, and without limiting the generality of the foregoing, you agree that you will not:

- Violate the law or a third-party’s rights;

- Submit excessive or unsolicited commercial messages or spam any users;
- Submit malicious content or viruses;
- Solicit other people's login information, credit card numbers, or other sensitive information;
- Harass or bully other users;
- Copy or "scrape" information from the Platform or other Services without Grovara's prior written consent in each instance; or
- Post content that is hate speech, threatening, or pornographic, that incites violence, or that contains nudity or graphic or gratuitous violence.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content and information you access through them ("**Content**"). You may not use Content except as permitted in these Terms, by its owner, or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, including the Grovara name and logo. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services may display some Content that is not our own. For example, we may display Content belonging to our advertisers, data or content licensors, other third parties, or other users (collectively, "Third Party Content"). We are not responsible for, and you waive all of Grovara's liability with respect to, Third Party Content. Third Party Content is the sole responsibility of the individual or entity that makes it available to you via the Services. However, Grovara reserves the right to review Third Party Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content that we believe violates our policies or the law. You do not have any rights in or to the Third Party Content except as expressly permitted in writing by Grovara.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of our marketing emails by clicking on the "unsubscribe" link in marketing e-mails **or texting "Stop" or "Do Not Send" in response to text messages or disabling notifications in the Services' settings**. Please be aware that there may be a brief period before we are able to process your opt-out request.

Some of our Services are available on mobile devices or may utilize SMS/iMessage, which may cause you to incur SMS or data charges with your wireless provider. Please be aware that we have no control over these charges, and if you do not wish to be charged, you should stop using the mobile or SMS/iMessage features (as applicable). When you send SMS/iMessage messages using the Services, you represent and warrant you have the recipient's prior consent to send him or her messages.

2. Your Grovara Account

You will need an account in order to access and use the Services. If you create your own account, you agree that all registration information you provide will be accurate and current.

Specialized accounts, such as accounts to participate in the Services as a Brand or Buyer, require that you first submit an application to Grovara. You agree that all application information that you submit will be

complete, accurate, current, and non-misleading. Grovara will review your application and approve or deny it in its sole discretion. You may be asked by Grovara to provide additional information before a decision is made on your application, and you agree to promptly submit any such additional information requested.

Before and after Grovara makes a decision on your application, you agree to promptly notify Grovara of any changes to any of your account or application information, prior to the effective date of change where possible, and as soon as possible after the change in all other cases.

You are responsible for maintaining the security of your account access credentials for the Platform, and for controlling access to any PCs, mobile devices, or other end points that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("**Activated Device**"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services accounts, including without limitation the activities of any individual with whom you share your Services account or an Activated Device. You agree not to disclose your account access credentials with any third party.

To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your password, you agree to contact us immediately at Support@Grovara.com.

3. Payment

You agree to timely pay all fees and other amounts owed to us for and in connection with your use of the Services, under and in accordance with all applicable terms, policies or other written or electronic agreement we may have in place with you. We may require you to maintain valid credit card or other payment account information with us in order to receive the Services, and if so, you hereby authorize us to charge your credit card or other payment account for the Services. Any failure to maintain valid, up-to-date payment information with us or to keep your payments current will constitute a material breach of these terms, for which we may suspend or terminate your access to the Services immediately without notice. Payments not made when due accrue interest at the lesser of: (i) the maximum rate permitted by applicable law; and (ii) one and a half percent (1.5%) per month. In the event of your failure to pay any amount due, you shall also reimburse Grovara for its reasonable costs of collection, including, without limitation, reasonable attorneys' fees and court costs.

4. Privacy

Our Privacy Policy (<https://www.Grovara.com/privacy>) explains how we treat your personal information and protect your privacy when you use our Services. By using our Services, you agree that we can collect, use, and share data from as described in our Privacy Policy. We are not responsible for any information or content that you share with others via your use of the Services. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information and sensitive business information, to other users of the Platform and other Services.

5. Content You Submit or Share

In the course of using the Services, or in the course of exercising your rights and/or performing your obligations related to the Services, you may have the opportunity to submit, upload, and share documents, videos, pictures, text, product or user reviews, and other content to or through the Services, or you may provide such content to Grovara for Grovara to publish or store on the Services (collectively, “**Your Content**”), and in doing any of the foregoing you must follow these Terms and the rules and policies referenced in these Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours.

When you directly or indirectly upload, submit, or otherwise share Your Content to or through our Services, you hereby grant to us (and those we work with) a royalty-free, worldwide, transferable, irrevocable, sublicensable license and right to use, host, store, reproduce, modify, upload, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with our Services), communicate, publish, publicly perform, publicly display (such as to other users of the Services), and distribute Your Content, and to otherwise commercially or non-commercially exploit in any manner, any and all of Your Content in furtherance of the sale of Products. This license continues even if you stop using our Services. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. However, nothing in any of the foregoing or elsewhere in these Terms will prevent or impair Grovara’s right to use Your Content without your consent, to the extent that such use is allowable without a license under applicable law (e.g., fair use under copyright law, or nominative use under trademark law). You represent and warrant that you have the necessary rights to grant us this license, and that sharing Your Content with Grovara or other users of the Services does not violate any applicable local state, federal, or foreign regulation, order, or law, or any contractual obligation (including without limitation, any contractual obligation of confidentiality).

You agree to assume all risks associated with Your Content, including anyone’s reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Grovara. You may expose yourself to liability if, for example, Your Content contains material that is false, misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including without limitation illegal hate speech or pornography; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation; or violates these Terms or any other applicable agreements.

You may request that we delete any of Your Content that you submit to the Services by sending us an email at Support@Grovara.com, and Grovara will make reasonable efforts to do so unless to the extent otherwise provided in other applicable Grovara terms and conditions and/or agreements. To the extent within our control and unless to the extent otherwise provided in another agreement that you may have with Grovara, if we agree to remove Your Content we’ll remove it from public display and mark it for future deletion if permitted by applicable law; however, unless otherwise required by law applicable to you and Services, it may persist in backup or residual copies for a reasonable period of time (but will not be available to other users through the Services during such period). For purposes of clarification, once you submit or share Your Content with others via the Services (e.g., Brands, Buyers, other users, or third

parties), we no longer have control over those portions of Your Content and will not be able to delete it or prevent them from using it.

6. INTELLECTUAL PROPERTY PROTECTION

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and require our users and customers to do so. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the Eastern District of Pennsylvania, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing

material. If we do not receive any such notification within ten (10) days, we may restore the material to the Services.

The contact information for our Designated Agent is:

Peter Groverman
Grovara LLC
1151 Walton Road
Blue Bell, PA 19422
Phone: 305-582-5643
Email: PGroverman@grovara.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at support@grovara.com. We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of Grovara or of others, and/or to remove, delete, edit or disable access to such person's content. You agree that we have no liability for any action taken under this section.

7. Our Intellectual Property Rights; Limited License; Trademarks

7.1. Grovara owns all rights, title, and interest in and to the Platform and the other Services and all intellectual property contained therein. Subject to the terms of this Agreement, Grovara grants to you, a limited, revocable, nonexclusive, non-assignable (except as part of a permitted assignment of this Agreement), non-sublicensable, license to access and use the Platform, solely within the scope of the permissions granted to you by Grovara, subject to any applicable restrictions and limitations in these Terms and in any other agreements that apply to your use of the Services. You will not, and ensure that your employees and agents do not, reverse-engineer, disassemble, decompile or attempt to derive the underlying source code or protocols for the Platform or any portion thereof, and you will not sell or distribute the Platform, use the Platform for time-sharing or service bureau purposes, or merge or combine it with any other product or service. You have no obligation to provide Grovara with suggestions, ideas, or other feedback regarding the Platform or other Services (collectively, "Feedback"). If you provide Grovara with Feedback, you agree that Grovara and its affiliates are free to use and exploit the same in any manner without restriction and without any need to compensate you.

7.2. You may be required to download software (such as a mobile or desktop app) to use the Services or certain features of the Services, and the Services may enable you to access software running on our (or our vendors') servers (collectively, "**Software**"). You agree that we retain the ownership of all rights, title, and interest in and to any such Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating. If it is provided to you, Grovara gives you a limited, personal, worldwide, royalty-free, non-assignable, non-transferable, and non-exclusive license to use such Software. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and any other applicable agreements with Grovara, if applicable. You may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or attempt to extract the source code of the Services or Software, unless laws prohibit those restrictions or you have our prior written permission. There may be software programs contained within certain Software that have been licensed to us by third parties. The term "Software" as used herein shall refer to this third-party software except where the term

“Software” is used in the context of our ownership. These same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Software. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations or warranties about the operation or availability of such third-party software. Neither we, nor our licensors, shall be liable for any unavailability or removal of such third-party software. We are not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

7.3. All trademarks, trade names, logos, and designs used or adopted by Grovara in connection with the Products, Platform and other Services, or any other business of Grovara (collectively, “Grovara Trademarks”) are and remain the exclusive property of Grovara, and may only be used with Grovara’s express prior written consent. You acknowledge and agree that your use of the Grovara Trademarks, if permitted by Grovara, will inure solely to the benefit of Grovara. You shall neither claim nor take any action that will in any way diminish or impair the rights of Grovara in and to the Grovara Trademarks or the trademarks of any other Platform user or other third party. If permitted to use Grovara Trademarks by Grovara, you shall: (i) use the Grovara Trademarks strictly in compliance with all applicable laws and regulations, and standards or instructions provided by Grovara; (ii) accord Grovara the right to inspect during normal business hours, without prior advance notice, any facility used by you in connection with efforts hereunder, or provide Grovara with copies or samples of any promotional or other materials containing Grovara Trademarks in order to confirm your use of such Grovara Trademarks is in compliance herewith; and (iii) not modify any of the Grovara Trademarks in any way and not use any of the Grovara Trademarks on or in connection with any goods or services other than the Products. You shall not, without prior written approval of Grovara, and then only in compliance with Grovara’s specific instructions with respect to each of the following: (i) use any information about Grovara or the Products available on the Internet; (ii) link any website to the Platform or any other website owned or operated by Grovara; or (iii) use any Grovara Trademarks on any website. You acknowledge that you shall immediately cease the activities described in (i), (ii) and/or (iii) above, if so instructed by Grovara. In no event shall you establish, operate, sponsor, or contribute content to any website which incorporates the word “Grovara” within its domain or any of its URLs.

8. Modifying and Terminating our Services

We are constantly changing and improving our Services. Grovara retains the right to determine the content, appearance, design, functionality, and all other aspects of the Platform and Services (including the right to re-design, modify, suspend or stop a feature or service altogether, remove and alter the content, appearance, design, functionality, and other aspects of the Platform and Services and any element, aspect, portion or feature thereof, from time to time) at any time, without any notice or liability. Grovara may stop providing Services to you, suspend or terminate your account, or add or create new limits to our Services, for any reason at any time, with or without notice to you.

If you enter into an agreement with Grovara to participate in the Platform as a Buyer or as a Brand, you may terminate your agreement with Grovara only as set forth in such agreement. Otherwise, if you do not have such an account with Grovara, you can stop using our Services at any time, although we’ll be sorry to see you go.

Sections 8 – 14 will survive termination or expiration of these Terms indefinitely, together with your payment obligations, the licenses provided by you under these Terms, and any other provisions of these Terms which, by their nature, are intended to survive termination of these Terms.

9. Our Warranties and Disclaimers; Release

9.1 GROVARA PROVIDES THE PLATFORM AND ALL OTHER SERVICES ON AN "AS IS" BASIS. GROVARA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM GROVARA'S NEGLIGENCE. GROVARA EXPRESSLY DISCLAIMS THAT THE PLATFORM OR ANY OTHER SERVICES WILL MEET YOUR REQUIREMENTS; THAT THEY WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; THAT THE INFORMATION, CONTENT, MATERIALS, AND PRODUCTS INCLUDED ON THE PLATFORM WILL BE AS REPRESENTED BY BRANDS, AVAILABLE FOR SALE, LAWFUL TO SELL, OR THAT BRANDS OR BUYERS WILL PERFORM AS PROMISED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, GROVARA DISCLAIMS ANY AND ALL SUCH WARRANTIES. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; THE DISCLAIMERS IN THIS SECTION 9.1 SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9.2 IF A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE PLATFORM USERS, YOU HEREBY RELEASE GROVARA AND ITS AFFILIATES (AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SUCCESSORS, AND ASSIGNS) FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES, WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

10. Exclusions and Limitations of Liability

10.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GROVARA OR ITS AFFILIATES (AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS) BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOST INCOME, PROFITS, REVENUES, SAVINGS, OR OTHER FINANCIAL OR ECONOMIC LOSSES, FOR LOSS OF DATA, OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THEY ARE ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF GROVARA AND ITS AFFILIATES (AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, AND EMPLOYEES, SUCCESSORS, AND

ASSIGNS) TO YOU IN CONNECTION WITH THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY MATTER RELATED TO THE PLATFORM OR OTHER SERVICES WILL NOT EXCEED ONE THOUSAND US DOLLARS (\$1,000.00) OR THE FEES PAID BY YOU TO GROVARA FOR USE OF THE SERVICES IN THE PRIOR SIX MONTHS; WHICHEVER IS THE LESSER AMOUNT.

10.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN ALL CASES RELATING TO PROVIDING YOU THE SERVICES OR YOUR ACCESS OR USE OF THE PLATFORM OR OTHER SERVICES, GROVARA AND ITS AFFILIATES (AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS) WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF THEIR REASONABLE CONTROL, SUCH AS WARS, CRIMINAL ACTIVITIES, STORMS, NATURAL DISASTERS, ACTS OF GOVERNMENT, ACTS OF GOD, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

11. Business/Employer Uses of our Services

If you are accessing or using our Services on behalf of a business or employer, you are accepting these Terms on their behalf and you represent that you are authorized by such employer or business to do so, and that business or employer agrees to be bound by these Terms.

12. Indemnification

You hereby agree to indemnify, defend, and hold harmless Grovara, its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, managers, owners, officers, employees, agents, owners, representatives, partners, and contractors, from and against all claims, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of (i) your actual or alleged breach of your representations, warranties, and/or obligations under the Agreement, (ii) any of Your Content that you provide through the Services, including, without limitation, any claim or allegation that Your Content or any other materials used in connection with the Services violates any applicable laws, infringes upon the intellectual property rights of a third party, or causes damage, personal injury or has otherwise harmed, a third party, including, without limitation, any product liability or similar claims. As the indemnifying party ("**Indemnifying Party**"), your obligation to indemnify an indemnified part ("**Indemnified Party**") under this section is subject to the Indemnified Party: (i) notifying the Indemnifying Party of the claim or action giving rise to the indemnity (except that the Indemnified Party's failure to promptly notify the Indemnifying Party only excuses the Indemnifying Party's indemnity obligation to the extent that the Indemnifying Party was materially prejudiced thereby); (ii) providing the Indemnifying Party with sole and exclusive control over the defense and/or settlement of such action or claim, except that the Indemnifying Party shall not, without the Indemnified Party's prior written approval, agree to any settlement of any claim or enter an admission on the Indemnified Party's behalf; and (iii) providing the Indemnifying Party with all reasonably requested information and assistance to defend and/or settle any such claim or action, at the Indemnifying Party's expense.

13. Miscellaneous

13.1 We may modify these Terms or any additional terms that apply to a Service for any reason, for example, to reflect changes to the law or changes to our Services. You should review these Terms

regularly, including the “Last Updated” date at the beginning of these Terms. We will use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms on this web page, otherwise through the Services, or via email. By continuing to use the Services after we make these modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms for the Services, you should discontinue your use of the Services.

13.2 These Terms control the relationship between you and Grovara. They do not create any third-party beneficiary rights (except in connection with your indemnification obligations and otherwise to the extent expressly provided otherwise in these Terms). If you do not comply with these Terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms.

13.3 If there is a conflict between these Terms and any additional or supplementary terms in force between you and Grovara for the Platform or a specific portion of the Services, the additional or supplementary terms will control solely to the extent needed to resolve the conflict.

13.5 Neither these Terms, nor any agreement between you and Grovara into which these Terms are incorporated, nor any right or interest in or under any of the foregoing, may be assigned or transferred by either party without the express prior written consent of the other. Notwithstanding the foregoing, Grovara will be entitled to assign these Terms (and any other agreement between you and Grovara into which these Terms are incorporated) to an affiliate or to a successor to all or substantially all of its assets or business to which these Terms relate, whether by sale, merger, operation of law, or otherwise. These Terms and any agreement between you and Grovara into which these Terms are incorporated by reference shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

13.6 The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and will not constitute a waiver of either party’s right to assert any other legal remedy available to it.

13.7 Should any provision of these Terms (or of any agreement into which these Terms are incorporated) be found to be illegal or unenforceable, the other provisions will nevertheless remain effective and will remain enforceable to the greatest extent permitted by applicable law.

13.8 Each party irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding relating to these Terms in Philadelphia, Pennsylvania, U.S.A., and further irrevocably waives any claim that Philadelphia, Pennsylvania is not a convenient forum for any such suit, action, or proceeding.

13.9 These Terms (and any agreement into which these Terms are incorporated) will be governed by and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania (and United States law, to the extent applicable) without giving effect to the principles of conflicts of law of such state. The UN Convention on Contracts for the International Sale of Goods will not apply.

14. Third Party Terms

You agree that in addition to these Terms, your use of any Grovara mobile app that we make available to you in connection with the Services is subject to the usage rules set forth in Apple's App Store terms of service, if you download our app from the App Store, or in Google's Play terms of service, if you download the app from Google Play, or any other third party platform, developer or distributor end-user license agreement and/or terms and conditions by which you agree to be bound when you download the Grovara mobile app or otherwise access the Services.

Without limiting the generality of the foregoing, if you downloaded our mobile app from Apple, you and Grovara acknowledge and agree to the following: This agreement is concluded between you and Grovara only, and not with Apple Inc. ("Apple"). Grovara, not Apple, is solely responsible for the app and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app. To the maximum extent permitted by applicable law, Apple will have no 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 Grovara's sole responsibility. Grovara, not Apple, is responsible for addressing any claims by 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. In the event of any third-party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and upon your acceptance of the terms and conditions of the agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against you as a third-party beneficiary thereof.

15. Binding Arbitration

15.1 Without limiting your waiver and release in Section 9.2, you agree that any suit, claim, dispute, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, these Terms or any agreement into which these Terms are incorporated, or the transactions contemplated be any of the foregoing (each such suit, claims, action, or proceeding, a "**Dispute**"), will be exclusively and finally settled by arbitration in accordance with the following procedures: (i) the arbitration will be conducted in accordance with the then current International Dispute Resolution Procedures of the International Centre for Dispute Resolution ("ICDR"); (ii) the arbitration, including the rendering or the award, will be conducted in Philadelphia, Pennsylvania, unless the parties otherwise agree in writing; (iii) the arbitration will be conducted by a single arbitrator, appointed by ICDR in accordance with its rules; (iv) the language of the arbitration shall be English; (v) all documents will be submitted in English; and (vi) any witnesses or parties residing more than 100 miles from the site of the hearings may testify by telephone, video conference or other real-time audio/visual telecommunications medium. The parties will be entitled to engage in discovery in accordance with the ICDR Rules. It is the parties' intent that the discovery proceedings be conducted in a cost-efficient manner. The award of the arbitrators will be final, and judgment on the award may be entered by any court having jurisdiction to do so. Neither party shall appeal the award to any court. Each party will bear its own expenses, including without limitation attorneys' fees and expenses, in connection with resolution of any dispute; provided

that each party shall pay fifty percent (50%) of the fees and costs of engaging the arbitrator under this section. Unless otherwise agreed by the parties or required by law, the parties, the arbitrators, and ICDR will maintain the confidentiality of all documents, communications, proceedings, and awards provided, produced, or exchanged pursuant to an arbitration conducted under this section. The provisions of this section will not be construed to prevent a party from: (1) seeking in a court or other authority with competent jurisdiction, including administrative authorities, a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of provisions related to intellectual property, non-circumvention, or confidentiality under the Agreement by the other party; or (2) instituting litigation or other formal proceedings to the extent necessary to preserve a superior position with respect to other creditors.

15.2 Waiver of Class Actions and Collective Relief. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.