

GALLEY TERMS OF USE

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IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE GALLEY AND ITS AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO THE GALLEY IN THE 12 MONTHS PRECEDING THE EVENTS THAT LED TO THE CAUSE OF ACTION, OR, IF GREATER, FIVE HUNDRED DOLLARS (\$500).

Indemnity


You will indemnify and hold The Galley, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the

“Indemnified Parties”) harmless from any breach that arises out of or in connection with (1) your access to or use of the Website, including to obtain cannabis products; (2) your misuse of any material, data, or other data downloaded or otherwise obtained from the Website; or (3) your breach of these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney’s fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Website.

If you are a California resident, you waive California Civil Code Section 1542, which says: “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.”

Proposition 65

California’s Proposition 65 requires the provision of a warning to California consumers regarding products containing certain chemicals. We are providing the Proposition 65 warning for the products that are depicted or offered for sale on or through our Website:

 **WARNING:** This product can expose you to chemicals including beta-myrcene, which is known to the State of California to cause cancer, and THC (Δ^9 -Tetrahydrocannabinol or Delta-9-Tetrahydrocannabinol), which is known to the State of California to cause reproductive harm. For more information go to www.P65Warnings.ca.gov.

While we make every effort to feature products responsibly, we also want our customers to make informed purchasing decisions, including learning more about Proposition 65. For more information about Proposition 65, please visit the California OEHHA Proposition 65 program at www.oehha.ca.gov.

Information You Provide

The Galley will treat any personal information that you submit through this Website in accordance with its [Privacy Policy](#) as set forth on this Website.

If we offer an opportunity for public comment and other submissions, you may not post, send, submit, publish, or transmit in connection with this Website any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
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- does not pertain directly to this Website;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;

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- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
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- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this Website;
- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this Website or any networks connected to this Website; or
- contains hyperlinks to other Websites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, we reserve the right to monitor use of this Website to determine compliance with these Terms of Use, as well the right to remove or refuse any submissions for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither The Galley nor any third party that provides Content to The Galley will assume or have any liability for any action or inaction by The Galley or such third party with respect to any submission.

Security

We care about the security and integrity of your personal information. But we cannot guarantee that unauthorized third parties will never be able to defeat the security measures we have in place, or use your personal information for improper purposes. You acknowledge and agree that you provide your personal information at your own risk.

Any passwords used for this Website are for individual use only. You will be responsible for the security of your password (if any). The Galley will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that The Galley considers insecure, The Galley will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, The Galley reserves the right to release your details to system administrators at other Websites in order to assist them in resolving security incidents. The Galley reserves the right to investigate suspected violations of these Terms of Use.

The Galley reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing The Galley to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS THE GALLEY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE GALLEY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [THE GALLEY] OR LAW ENFORCEMENT AUTHORITIES.

Governing Law

These Terms of Use are governed by the law of the State California, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in California in connection with any dispute between you and The Galley arising out of or pertaining to these Terms of Use. The Parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in Sonoma County, California. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Website will govern the items to which they pertain.

Disputes [SEP]

Any dispute relating in any way to your visit to this Website or to products you purchase or receive through The Galley shall be submitted to confidential mediation in California, United States, except that, to the extent you have in any manner violated or threatened to violate The Galley's intellectual property rights, The Galley may seek injunctive or other appropriate relief in any state or federal court in the state of California, United States, and you consent to exclusive jurisdiction and venue in such courts.

In the event Mediation is unsuccessful, within thirty (30) calendar days of mediation, the Dispute shall be finally settled by binding arbitration administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (or, if mutually agreed to by the Parties, pursuant to JAMS' Streamlined Arbitration Rules and Procedures). Any Dispute submitted to final, binding arbitration shall be heard in Santa Rosa, California by a single arbitrator mutually chosen by the Parties in writing, who shall be a retired judge or litigator with five (5)

years or more of experience with claims similar to the Dispute. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy that is either prohibited by the terms of this Agreement, or not available in a court of law. The arbitrator is not empowered to award attorneys' fees, or punitive or exemplary damages, except where such damages permitted by statute, and the Parties waive any right to recover any such damages. In the event this arbitration agreement or a resulting arbitration award is subject to review by a court, such court shall use the arbitrary and capricious standard of review. Prior to an arbitrator's final decision on a Dispute, the costs of any arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties to the arbitration. Judgment on a final award rendered by the arbitrators may be entered and enforced in any court of competent jurisdiction.

Notwithstanding the foregoing, in the event of any actual, alleged or threatened violation of confidentiality or violation of the Galley's intellectual property or other proprietary rights, The Galley may immediately resort to court proceedings in a court of competent jurisdiction as set forth above in order to seek immediate injunctive relief without posting of a bond, proof of damages or other similar requirement. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration.

The parties agree that they must initiate arbitration within one (1) year after any Dispute arose; otherwise, the Dispute is permanently barred.

These Terms of Use, including our [Privacy Policy](#), are the entire agreement between you and The Galley with respect to your access to and use of the Website. The Galley's failure to enforce any provision of these Terms of Use will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by The Galley. If any provision of these Terms of Use is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms of Use are for convenience only and do not affect the interpretation of these Terms of Use. These Terms of Use inure to the benefit of The Galley's successors and assigns.

Any provisions of these Terms of Use that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms of Use or of your access to or use of the Website.

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