

TERMS OF USE

Effective Date: 5/27/22

Ganse Apothecary, LLC (“Ganse”, “our”, “us” or “we”) grants you access to our website located at <https://www.ganseapothecary.com> (the “Website”) conditioned on your acceptance of these Terms of Use (these “Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US, AND BY USING THE WEBSITE, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST CEASE USING THE WEBSITE IMMEDIATELY.

Binding Arbitration

These Terms of Use provide that all disputes between you and us will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the section of these Terms of Use titled “Dispute Resolution; Arbitration Agreement” for the details regarding your agreement to arbitrate any disputes with us.

Modifications to These Terms of Use

We reserve the right, in our sole discretion, to modify these Terms of Use at any time without notice to you. We will post all modifications to these Terms of Use on the Website and they will become effective immediately upon being posted to the Website. Your continued use of the Website following the posting of such modifications constitutes your acceptance of them. Therefore, you should check the Effective Date of these Terms of Use each time that you visit the Website and review any modifications made since the last time that you visited it.

Privacy Policy

We will treat all personal information that you choose to provide to us through the Website, if any, in accordance with our privacy policy located at: <https://www.ganseapothecary.com/pdfs/Ganse-Apothecary-Privacy-Policy.pdf>. By using the Website, you consent to the privacy practices set forth in the Privacy Policy.

Modifications to the Website

We may terminate, change, suspend or discontinue any aspect of the Website at any time without notice to you.

Proprietary Materials

The Website contains forms, content, information, trademarks and other proprietary materials that belong to us and our licensors and that are protected by copyright, trademark and other intellectual property laws (collectively, “Proprietary Materials”).

You should assume that everything on the Website is Proprietary Materials, and, except as otherwise explicitly provided on certain Proprietary Materials that you may access through the Website, you shall not reproduce, distribute, publicly display, publicly perform, prepare derivative works of or otherwise use or exploit Proprietary Materials in any way without our prior written consent. Commercial use of Proprietary Materials is strictly prohibited. All rights not expressly granted herein are reserved to us and our licensors.

Restrictions

You agree that you will not yourself or through any third party: (i) use the Website in a manner that violates applicable laws or the rights of third parties, including intellectual property laws and third-party rights with respect thereto; (ii) engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website or which may harm us or other users of the Website; (iii) violate the security of the Website, including by using any device, software or routine that interferes with the proper functioning of the Website, accessing or attempting to access any systems or servers on which the Website is hosted, modifying or altering the Website in any way or forging headers, misrepresenting your identity or otherwise manipulating identifiers to deceive others; (iv) use automated data extraction tools or manual processes to extract Proprietary Materials from the Website; or (v) except as otherwise explicitly provided on certain Proprietary Materials that you may access through the Website, remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on the Website or Proprietary Materials.

Third-Party Websites

We may include links on the Website to third-party websites that we do not control or operate (each, a "Third-Party Website"). We are not responsible for any information, content, advertising, products, services or other materials on any Third-Party Website, and the presence of such links does not constitute our endorsement, approval or sponsorship of any Third-Party Website. If you choose to link to any Third-Party Website, you are doing so at your own risk and you will be subject to the Terms of Use of that website. Therefore, before interacting with any Third-Party Website, you should consult the legal terms governing the use of such Third-Party Website. We expressly disclaim any and all liability resulting from your use of any Third-Party Website.

Disclaimer

THE WEBSITE AND PROPRIETARY MATERIALS ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GANSE HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF YOURSELF AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "GANSE PARTIES") ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER GANSE NOR ANY OF THE GANSE PARTIES REPRESENTS OR WARRANTS THAT THE WEBSITE WILL BE ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES GANSE OR ANY OF THE GANSE PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUALITY, PERFORMANCE OR SUITABILITY OF THE WEBSITE OR PROPRIETARY MATERIALS.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GANSE OR ANY OF THE GANSE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY (I) CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR (II) DIRECT DAMAGES IN EXCESS OF ONE (\$1) U.S. DOLLAR.

Indemnification

You shall indemnify, defend and hold harmless Ganse and the Ganse Parties from and against any and all claims, actions, damages, obligations, losses, liabilities, costs and expenses (including reasonable

attorneys' fees, costs of collection and other costs of defense) arising out of or relating to your use of the Website or Proprietary Materials or your violation of these Terms of Use.

Termination of these Terms of Use

We may, without notice to you, immediately terminate these Terms of Use if you breach these Terms of Use or engage in conduct that we, in our sole discretion, believe is in violation of applicable law or our rights or the rights of other users of the Website.

Upon termination of these Terms of Use, your right to use the Website and Proprietary Materials will immediately terminate.

Complete Agreement

These Terms of Use and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, whether oral or written, between us and you with respect to the same.

Dispute Resolution; Arbitration Agreement

We and you agree that all disputes arising from or relating to the Website or any relationship or dispute between you and us or you and any company or person employed by us, these Terms of Use and any policies or practices of any of the above-mentioned companies or persons (a "Dispute") will only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent permitted by applicable law. You further agree that we shall not have a legal obligation to mitigate any of our potential or actual losses sustained hereunder.

WE AND YOU GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER WE NOR YOU SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. Neither we nor you agree to class arbitration or any other arbitration proceedings where a person brings a dispute as a representative of other persons.

If we and you are unable to resolve a Dispute by informal means, the arbitration of that Dispute will be administered by the American Arbitration Association (AAA) in **Lancaster, PA** in accordance with the Commercial Arbitration Rules. Any proceeding to enforce this arbitration agreement must be brought in the **Eastern District of Pennsylvania** or in any **Pennsylvania** state court of competent jurisdiction with venue lying in **Lancaster County** to the exclusion of all other forums.

Governing Law

All Disputes will be governed by and construed in accordance with the laws of the **Pennsylvania** without reference to the choice of law provisions of any jurisdiction.

Severability

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use will remain in full force and effect.

Contact Us

If you have any questions about these Terms of Use, please contact us at 355 West King Street, Lancaster, PA 17603.