

Terms of Service

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Welcome, and thank you for your interest in Ok Grow Marketing Inc. (“**OkGrow**,” “**we**,” or “**us**”) and our website at www.okgrow.com, along with our related websites, networks, applications, mobile applications, and other services provided by us, our subsidiaries and our affiliates (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and OkGrow regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OkGrow’s PRIVACY POLICY (TOGETHER, THESE “**TERMS**”) AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER DURING THE REGISTRATION PROCESS. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OKGROW’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY OKGROW AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. You understand and agree that disputes arising under these Terms will be resolved by confidential, binding, individual arbitration. (See Section 19.)

1. **OkGrow Service Overview.**

1. OkGrow provides you as a store merchant with specific hosted software to manage subscription payments and orders, recurring billing, and related services.

2. To the extent you wish to use OkGrow's SMS management services ("**SMS Service**"), such SMS Service shall be subject to the SMS Mobile Message Management Program Terms and Conditions section of these Terms.
3. You are solely responsible for all the terms and conditions of the transactions conducted with your customers, including, without limitation, terms regarding payment, returns, warranties, shipping, handling, transportation, storage, insurance, fees, applicable taxes, text messaging (if applicable), title and licenses, all of which must be in accordance with applicable law.

2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service, and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms, and you agree to be bound by these Terms.
3. **Accounts and Registration.** To access the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, store URL, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at support@OkGrowpayments.com.
4. **General Payment Terms.** Certain features of the Service may require you to pay fees. All fees are in U.S. Dollars and are non-refundable.

- 1. Price.** OkGrow reserves the right to determine pricing for the Service. OkGrow may change the fees for any feature of the Service, including additional fees or charges, on a going-forward basis. OkGrow, at its sole discretion, may make promotional offers with different features and different pricing to any of OkGrow's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. Suppose the pricing for the Subscription Fees your Subscription Service (as such terms are defined in Section 4.3 below) increases. In that case, we will notify you, and provide you an opportunity to change your Subscription Service before applying those changes to your account or charging your payment details in connection with automatic renewal. The notification will inform you of how long you have to change your Subscription Service before the changes become effective.
- 2. Authorization.** You authorize OkGrow to charge all sums for the orders you make and any level of Service you select as described in these Terms or published by OkGrow, including all applicable taxes, to the payment method specified in your account. Suppose you pay any fees with a credit card. In that case, OkGrow may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
- 3. Subscription Service.** The Service may include automatically recurring payments for periodic charges ("Subscription Service"). If you activate a Subscription Service, you authorize OkGrow to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "Subscription Billing Date" is the date when you purchase your first Subscription to the Service. For information on the "Subscription Fee," please see <https://OkGrowpayments.com/pricing/>. Your account will be charged automatically on the Subscription Billing Date

for all applicable fees and taxes for the next subscription period. The Subscription will continue unless and until you cancel your Subscription or we terminate it. You must cancel your Subscription before it renews to avoid billing the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by initiating the cancellation process in your account or contacting us at support@OkGrowpayments.com.

4. **Delinquent Accounts.** OkGrow may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

5. Licenses

1. **Limited License.** Subject to your complete and ongoing compliance with these Terms, OkGrow grants you, solely for your a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
2. **License Restrictions.** If you are prohibited under applicable law from using the Service, you may not use it. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism.
3. **Feedback.** Suppose you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”). In that case, you hereby grant OkGrow an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free

right to exploit the Feedback in any manner and for any purpose, including improving the Service and creating other products and services.

4. **Scripts.** OkGrow may, in its discretion, make available to certain code to be copied and pasted by you ("**Scripts**"), for example, to enable integrations with partners. You agree not to modify Scripts except as directed by OkGrow. You agree OkGrow bears no responsibility for the Scripts you use, and you take full responsibility for any liability resulting from such Scripts.

5. **Analytics.**

1. OkGrow may collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning User Content and data derived therefrom) ("**Services Analytics Data**"), and OkGrow will be free (during and after the term hereof) to (i) use such information and data for any purpose, including to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other OkGrow offerings, (ii) conduct industry research and publish insights and reports, and (iii) disclose such data solely in aggregate or other de-identified form in connection with its business.
2. OkGrow may collect and analyze anonymized, de-identified information relating to your account and your customers ("Customer Analytics Data"), in order to improve its products and services and for other reasonable internal business purposes and aggregate such anonymized, de-identified information with anonymized, de-identified information of its other users for purposes of creating and distributing case studies industry reports and for conducting research and development efforts in connection with and improving

its products and services; provided that, the information does not, and could not reasonably be used to, relate back to or identify you or your customers. You hereby grant us the right to: (i) add analytics plug-ins of our third-party analytics service providers in your account to allow them to collect Customer Analytics Data on behalf of OkGrow, and (ii) collect Customer Analytics Data as provided herein. You agree that your privacy policy will (a) clearly indicate that you use third-party services providers, like and including, OkGrow, in order to make your Service available, and that such third party services providers will have access to and will use such customer information in order to improve the Service, and (b) clearly indicate that certain of your third-party partners, like and including OkGrow, will have access to and will use your customer information on an aggregate and anonymized basis, for industry analysis, demographic profiling, and other purposes.

3. As between you and OkGrow, you agree that OkGrow owns all rights, title, and interest in and to the Services Analytics Data and Customer Analytics Data collected by or on behalf of OkGrow.

6. **Ownership; Proprietary Rights.** The Service is owned and operated by OkGrow. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by OkGrow are protected by intellectual property and other laws. All Materials included in the Service are the property of OkGrow or its third-party licensors. Except as expressly authorized by OkGrow, you may not make use of the Materials. OkGrow reserves all rights to the Materials not granted expressly in these Terms.

7. **Third-Party Terms**

1. **Third-Party Services.** Certain features and functionalities within the Service may allow you and your customers to

interface or interact with, access, use, and/or disclose information to compatible third-party services, products, technology, and content (collectively, “**Third-Party Service**”) through the Service. OkGrow does not provide any aspect of the Third-Party Service and is not responsible for any compatibility issues, errors or bugs in the Service or Third-Party Service caused in whole or in part by the Third-Party Service or any update or upgrade thereto. You are solely responsible for maintaining the Third-Party Service and obtaining any associated licenses and consents necessary for you to use the Third-Party Service in connection with the Services.

2. **Third-Party Services and Linked Websites.** OkGrow may provide tools through the Service that enable you to export information to a Third Party Service. By using one of these tools, you agree that OkGrow may transfer that information to the applicable Third Party Service. Third-Party Service is not under OkGrow’s control, and, to the fullest extent permitted by law, OkGrow is not responsible for any Third Party Service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under OkGrow’s control, and OkGrow is not responsible for its content.
3. **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third-party licenses or to limit your use of Third Party Components under those third party licenses.

8. **User Content**

1. **User Content Generally.** Certain features of the Service may permit users to upload content to the Service, including

messages, reviews, photos, video, images, folders, data, text, and other types of works (“User Content”) and to publish User Content on the Service. You may retain any copyright and other proprietary rights that you may lawfully hold in the User Content.

2. **Limited License Grant to OkGrow.** By providing User Content to or via the Service, you grant OkGrow a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, process, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any channels now known or hereafter developed.
3. **Limited License Grant to Other Users.** By providing User Content to or via the Service to other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.
4. **User Content Representations and Warranties.** OkGrow disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:
 1. you are the creator and owner of the User Content or have the necessary licenses, rights, consents, and permissions to authorize OkGrow and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by OkGrow, the Service, and these Terms;
 2. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate 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; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause OkGrow to violate any law or regulation; and

3. your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

5. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish and will not be in any way responsible or liable for User Content. OkGrow may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive and do waive any legal or equitable right or remedy you have or may have against OkGrow with respect to User Content. Suppose a user or content owner is notified that User Content allegedly does not conform to these Terms. In that case, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, OkGrow does not permit copyright-infringing activities on the Service.

6. **Monitoring Content.** You acknowledge and agree that OkGrow reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. OkGrow does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. Suppose at any time OkGrow chooses to monitor the content.

In that case, OkGrow still assumes no responsibility or liability for the content or any loss or damage incurred due to the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

9. **Communications.**

1. **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. **Acceptable Use Policy.** By using the Service, you covenant and represent and warrant to OkGrow that you will comply with and will not violate, attempt to violate, or assist or permit any third party to violate our [Acceptable Use Policy](#) ("**Acceptable Use Policy**"). The Acceptable Use Policy is incorporated by reference into these Terms as if set out in full in these Terms. In the event of any conflict or inconsistency between the terms and conditions of these Terms and the Acceptable Use Policy, the Acceptable Use Policy will control.

11. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:

1. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
2. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
3. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
4. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or

- advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
5. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission;
 6. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
 7. attempt to do any of the acts described in this Section 11 or assist or permit any person in engaging in any of the acts described in this Section 11.

12. **Digital Millennium Copyright Act**

1. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address: OkGrow Inc.
ATTN: Legal Department (Copyright Notification)
46741 S County Road 269
Ringwood, OK 73768
Email: copyright@OkGrowapps.com
2. Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:
 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
 3. a description of the material that you claim is infringing and where it is located on the Service;
 4. your address, telephone number, and email address;

5. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

3. **Repeat Infringers.** OkGrow will promptly terminate the accounts of users that are determined by OkGrow to be repeat infringers.

13. **SMS Mobile Message Management Program Terms and Conditions.**

1. **Authorized Use.** By using the SMS Service, you agree to:
 1. Comply with all laws, rules and regulations governing the SMS Service communications, including but not limited to the Telephone Consumer Protection Act of 1991;
 2. Be responsible for ensuring that all of your customers who are engaged by you through the SMS Service ("**SMS End Users**") are required to agree to your terms of Service (the "End User Terms of Service") and that you at all times have in effect enforceable End User Terms of Service related to the sending of SMS/MMS messages;
 3. Be responsible for ensuring that all programs used in connection with the SMS Service, including the administration thereof, comply with all applicable laws, rules, and regulations; and
 4. If requested by OkGrow, include in the End User Terms of Service terms that are: (i) substantially similar to and no less restrictive than the pass-through terms set forth on SMS Service Terms and Conditions provided by OkGrow; and (ii) required by all laws Telemarketing Laws (as defined below); (iii) provide the End User

Terms of Service to OkGrow when reasonably requested by OkGrow

2. **Consents.** OkGrow reserves the right to require SMS End Users to provide consent to receive SMS/MMS messages as well as to agree to any related terms and conditions. OkGrow may, at its discretion, choose not to provide the SMS Service communications to SMS End Users who do not provide or maintain appropriate consents.
3. **Representations, Obligations, and Indemnity.** You represent and warrant that: (a) you will comply with all laws and regulations with respect to the content and transmission of calls, texts, and other messages (“**Messages**”) sent using the SMS Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC’s implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the “**Telemarketing Laws**”); (b) as to each customer to be contacted by OkGrow on your behalf, you have obtained consents that may be required by the Telemarketing Laws and your privacy policy; (c) you will retain documentary proof of such consents for at least five (5) years from the date the customer’s contact information is provided by you to OkGrow; (d) you will suppress and will not provide to OkGrow contact information for any customer who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or OkGrow; (e) you will not take actions that will subject OkGrow to any laws due to the import of customer data; and (f) you will provide a reasonable means for customers to rescind consent to receive Messages and will not send Messages to customers who have opted out of receiving Messages from you.
14. **Modification of these Terms.** We may, from time to time, change these Terms. Please check these Terms periodically for

changes. Subject to Section 4.1, revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

15. **Term, Termination and Modification of the Service**

1. **Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 15.2.
2. **Termination.** If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, OkGrow may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. Unless you have agreed otherwise, you may terminate your account and these Terms at any time by initiating the cancellation process in your account or contacting us at support@OkGrowpayments.com.
3. **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you will no longer have access to User Content; (d) you must pay OkGrow any unpaid amount that was due prior to termination; and (e) all payment obligations accrued prior to termination and Sections 5.3, 6, 15.3, 16, 17, 18, 19 and 20 will survive.
4. **Modification of the Service.** OkGrow reserves the right to modify or discontinue the Service at any time (including by

limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. OkGrow will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

16. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify OkGrow and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “OkGrow Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
17. **Disclaimers; No Warranties** THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. OKGROW DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. OKGROW DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR

CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND OKGROW DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR OKGROW ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE OKGROW ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. OKGROW DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT OKGROW IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

18. **Limitation of Liability** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE OKGROW ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OKGROW ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE OKGROW ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR

RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO OKGROW FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. **Dispute Resolution and Arbitration.** In the event of any controversy or claim arising out of or relating to these Terms, or any breach thereof, such controversy or claim shall be determined and settled by confidential arbitration, conducted in English, held in New Castle County, Delaware, administered by the American Arbitration Association (“**AAA**”) before a sole arbitrator in accordance with the then-current AAA Commercial Arbitration Rules. The award rendered by the arbitrator shall be final and binding on the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief.

20. **Miscellaneous**

1. **General Terms.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and OkGrow regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without

our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

2. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and OkGrow submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
3. **Privacy Policy.** Please read the [OkGrow Privacy Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. The OkGrow Privacy Policy is incorporated by this reference into, and made a part of, these Terms. Additionally, if: (a) you are established in the European Economic Area (EEA); (b) you provide goods or services to customers in the EEA; or (c) you are otherwise subject to the requirements of the EU General Data Protection Regulation, OkGrow’s collection and use of personal information of any European residents is also subject to our [Data Processing Addendum](#).

4. **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
5. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
6. **Contact Information.** The Service is offered by OkGrow Inc., located at 46741 S County Road 269 46741 S County Road 269, Ringwood, OK 73768. You may contact us by sending correspondence to that address or by emailing us at support@OkGrowpayments.com.
7. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service.
8. **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies. In addition, you are responsible for providing customer service (if any) to your customers. We will not provide any support or services to your customers unless we have a separate agreement with you obligating us to provide support or services.

9. **International Use.** The Service is offered within the State of Oklahoma. We make no representation that the Service is appropriate or available for use outside of the State of Oklahoma. Access to the Service from states, countries, or territories or by individuals where such access is illegal is prohibited.