

TERMS AND CONDITIONS OF USE

Thank you for choosing GreenSea Distribution. These terms and conditions (“Agreement”) apply to all our customers who choose to use this business to business (B2B) platform to place orders from The Eris Group LLC dba GreenSea Distribution (“GreenSea”). Once you acknowledge acceptance of this Agreement, you shall be provided with a log-in for the B2B platform (“Site”). By using the Site, you agree to comply with and be bound by the following Agreement. Please review this Agreement carefully. If you do not agree to these terms and conditions contained herein, you should not use the Site.

1. Agreement. This Agreement specifies the terms and conditions for access to and use of <https://portal.nowcommerce.com/> with any sign in credentials provided and/or approved by GreenSea and describes the terms and conditions applicable to any person which accesses or makes use of the Site (“Users”). User acknowledges that his or her access and use of the Site is voluntary, and that each instance of access and use by User shall constitute and be deemed unconditional acceptance of this Agreement.

2. Ownership. The Site itself is a service provided to GreenSea by Now Commerce. All content included on the Site is and shall continue to be the property of either Now Commerce or GreenSea and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by User of any such content or any part of the Site is prohibited. Under no circumstances will User acquire any ownership rights or other interest in any content by or through User’s use of this Site.

3. Intended Audience. The Site is intended for adults only. Any person accessing or using the Site warrants that he or she is 21 years of age or older. Any access or use by a person under the age of 21 is hereby forbidden.

4. Site Use. GreenSea grants User a limited, revocable, nonexclusive license to use this Site solely for User’s own use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. User agrees not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this website is at the discretion of GreenSea and GreenSea may terminate User’s use of this website at any time.

5. Purchase Agreement. Orders placed via the Site shall be considered an offer to make a contract pursuant to ORS 72.2060, and further, all orders placed via the Site, and the fulfillment thereof, shall be controlled by the Universal Commercial Code - Sales (ORS 72.1010, et seq.).

6. Temporary Interruptions. The User understands and that temporary interruptions of the Site may occur as normal events that are beyond the control of Green Sea. GreenSea shall not be held liable for failures of technology as technology is being provided by a third-party vendor.

7. Force Majeure. GreenSea shall under no circumstances be liable to provide any refunds to Users for deliveries which are unable to be wholly or partially fulfilled if such fulfillment is prevented by weather, protests, actions taken by government agencies, war, or other acts of God.

8. Modification. This Agreement may be modified at any time by GreenSea upon posting of the modified agreement. Any such modifications shall be effective immediately. User can view the most

recent version of these terms at any time on the at the following internet address:
<http://bit.ly/GSDNCTaC>.

9. Compliance with Laws. User agrees to comply with all applicable laws regarding use of the Site. User further agrees that all information provided by User is truthful and accurate to the best of User's knowledge.

10. Indemnification. User agrees to indemnify, defend and hold GreenSea and our partners, employees, agents, and affiliates harmless from any liability, loss, claim and expense, including reasonable attorneys' fees, related to User's violation of this Agreement.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL GREEN SEA DISTRIBUTION BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, USER'S SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF USE OF THE SITE.

User may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to User, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply.

12. Applicable Law/Attorney Fees. User agrees that the laws of the State of Oregon, without regard to conflicts of laws provisions, will govern this Agreement and any dispute that may arise between User and GreenSea or its affiliates. Any action based on or alleging a breach of this Agreement or otherwise relating to this Agreement shall be brought only in a state or federal court located in Lane County, Oregon. In any such action, if GreenSea is the prevailing party, the other part(ies) shall be liable for all fees and costs incurred by GreenSea as a result of the action.

13. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

14. Waiver. Failure of GreenSea to exercise any rights under this Agreement or to enforce any provisions of this Agreement shall not be construed as a waiver of said rights or provisions.

15. Termination. GreenSea may terminate this Agreement at any time, with or without notice, for any reason.