

TERMS OF USE AGREEMENT

(Effective May 2015)

Welcome to the Rolling Greens website. This Terms of Use Agreement ("Agreement") constitutes a legally binding contract between Rolling Greens Nursery, Inc., a California corporation ("Rolling Greens," "we," "us," "our") and you with respect to your use of the Rolling Greens website, Rolling Greens applications for mobile devices, and the Information and Services (each as defined below) (collectively, the "Website"). It is important that you carefully read and understand the terms and conditions of this Agreement. By using the Website, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, please do not use the Website or any of the Information or Services. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

We reserve the right at any time, with or without cause, to:

- change the terms and conditions of this Agreement;
- change the Website, including eliminating or discontinuing any Information or Services or other feature of the Website; or
- deny or terminate your use of and/or access to the Website.

Any changes we make will be effective immediately upon our making such changes available on the Website or otherwise providing notice thereof. You agree that your continued use of the Website after such changes constitutes your acceptance of such changes. You hereby acknowledge that you have carefully read all of the terms and conditions of our Privacy Policy (which can be accessed on the Website) and agree to all such terms and conditions. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

Permitted Use of Services and Information

The services made available on, by or through the Website, which include or may include, without limitation, Rolling Greens registration, marketplace for products and services, images, submissions, contests, promotions and involvement in Rolling Greens events (collectively, the "Services"), as well as any information provided on, by or through the Website or as part of or in connection with the Services or otherwise, including but not limited to data, text, graphics, designs, logos, images, audio/visual materials, links and references (collectively, the "Information"), are provided for personal use only and not for any for-profit or commercial activities or purpose or for resale, except as expressly permitted herein. Without the written consent of Rolling Greens, no Information or any other Rolling Greens' materials or property may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed or commercially exploited in any way, except as expressly permitted herein.

You understand and agree that you may not authorize any Information to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any third party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of the Information. You agree to advise Rolling Greens promptly of any such unauthorized use of which you are aware. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Rolling Greens or others.

Registration

Access to certain functionalities of the Website may require you to register with and/or provide certain information to Rolling Greens. We reserve the right to decline to provide Services to any person for any or no reason. If and when you register with or provide information to Rolling Greens, you agree to (a) provide accurate, current and complete information about yourself as prompted (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Website, Services, and/or Information. You understand that any information you provide will be treated by Rolling Greens in the manner described in our Privacy Policy.

Submissions

We may welcome your comments regarding the Website and/or the Services. However, any comments, reviews, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments" or "Comment") sent to Rolling Greens shall be and remain the exclusive property of Rolling Greens. Your submission of any such Comments shall constitute an assignment to Rolling Greens of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Rolling Greens will be entitled to use, reproduce, modify, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

By posting a Comment, you acknowledge and agree that such Comment:

1. (1) is based upon your first-hand experience with the Website or Services that is the subject of the Comment; and
2. (2) is accurate, truthful and complete.

You agree not to post or provide any Comment that belongs to any person other than yourself or that contains the name, voice or likeness of any person other than yourself unless you first obtain permission to do so, and to grant to us the rights granted in this agreement, from that person.

Third-Party Links

The Website may contain links to other websites for your convenience. We do not control the linked websites or the content provided through such websites, and we have not reviewed, in their entirety, such websites. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked website, and we disclaim all liability for such use. The fact that we offer such links does not indicate any approval or endorsement by us of any linked website or any material contained on any linked website, and we disclaim any such approval or endorsement.

Ownership

The Website is owned and operated by Rolling Greens and its licensors, and the Information and Services (and any intellectual property and other rights relating thereto) are and will remain the property of Rolling Greens and its licensors and suppliers. The Information and Services are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sub-license, sell, reverse engineer, decompile, or disassemble any part of the Website or any Service or Information without our prior written permission. The Information, Website, and Services may be used solely (a) to the extent permitted in this Agreement or

(b) as expressly authorized in writing by Rolling Greens or, if so indicated in writing by Rolling Greens, its licensors or suppliers. Use of the Website or any Services or Information for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Website or any Services or Information.

The trademarks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered trademarks of Rolling Greens, Rolling Greens licensors and suppliers, and/or others. Rolling Greens® is a registered trademark of Rolling Greens Nursery, Inc. Nothing contained in this Agreement or the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark(s) without the express written permission of Rolling Greens, Rolling Greens licensors or suppliers, or the third party owner of any such Trademark, except as set forth in the following paragraph.

No Use by Children Under 13

You hereby affirm that you are over the age of 12, as this Website is not intended for children under 13. If you are under 13 years of age, then you may not use the Website. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

Term & Termination

This Agreement is effective from the date that you first access the Website or submit any information to Rolling Greens, whichever is earlier, and shall remain effective until terminated in accordance with its terms. Rolling Greens may immediately terminate this Agreement, and/or your access to and use of the Website, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. This Agreement will also terminate automatically if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to use the Website shall immediately cease, and you shall destroy all copies of information that you have obtained from the Website, whether made under the terms of this Agreement or otherwise. All disclaimers and all limitations of liability and all Rolling Greens rights of ownership shall survive any termination.

We reserve the right at any time and from time to time to modify, discontinue, temporarily or permanently, the Website, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate Rolling Greens to maintain and support the Website, or any part or portion thereof, during the term of this Agreement.

Disclaimers

The Website and all Services are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your use of this Website, that such use at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our Website, and that Rolling Greens shall not be liable for any damages of any kind related to your use of this Website.

Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER ROLLING GREENS NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS,

SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE WEBSITE, INFORMATION, SERVICES AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THIS WEBSITE, THE INFORMATION, SERVICES, OR ANY LINKED WEBSITE IS TO STOP USING THE WEBSITE, SERVICE, OR LINKED WEBSITE, AS APPLICABLE. NEITHER ROLLING GREENS NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES OR OTHER LIABILITY INCURRED BY YOU AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION, CONTENT, POSTINGS OR SUBMISSIONS PROVIDED OR POSTED ON THE WEBSITE BY THIRD PARTIES.

Indemnification

You agree to fully indemnify, defend, and hold Rolling Greens, our licensors, suppliers, agents, successors, and assigns and our and their directors, officers, employees, consultants, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of this Agreement; (b) any allegation that any materials you submit to us or transmit to the Website infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Website or other websites to which the Website is linked; and/or (d) your negligence or willful misconduct.

Jurisdictional Issues

Rolling Greens makes no representation that the Website operates (or is legally permitted to operate) in all geographic areas, or that the Information, Website, or Services are appropriate or available for use in other locations. Accessing the Website from territories where the Website or any content or functionality of the Website or portion thereof is illegal is expressly prohibited. If you choose to access the Website, you agree and acknowledge that you do so on your own initiative and at your own risk, and that you are solely responsible for compliance with all applicable laws.

Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Dispute Resolution/Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law relating to conflict of laws. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration in accordance with California Code of Civil Procedure Section 1280 et seq., and the then current rules and procedures of JAMS. The arbitration shall be a confidential proceeding, closed to the

general public. The arbitration will take place in Los Angeles, California and be conducted in the English language. The decision rendered by the arbitrator will be binding upon the parties hereto, and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties consent to the jurisdiction of all federal and state courts in California. Venue will lie exclusively in Los Angeles, California. For the sake of clarity, nothing in this paragraph shall affect Rolling Greens' ability to seek from a court injunctive or equitable relief at any time.

If any arbitration or other proceeding is brought to enforce or interpret this Agreement or matters relating to it, the substantially prevailing party, as determined by the arbitrator's award, will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in such arbitration or proceeding from the other party, in addition to any other relief to which such prevailing party is entitled; provided that in no event will the arbitrator have the authority to award punitive damages.

Miscellaneous

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. This Agreement may not be changed, waived or modified except by Rolling Greens as provided herein or otherwise by written instrument signed by Rolling Greens. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegatable, or sublicensable by you except with Rolling Greens' prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. Rolling Greens may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.