

Last Updated: January 1, 2024

TERMS OF SERVICE

Please read these Terms of Service (this “Agreement”) carefully. This Agreement is between you and Resurrection Brands LLC. (“we,” “us,” or “our”) concerning your use of (including any access to) our website, currently located at <https://www.resurrection-brands/> (together with any materials and services available therein, and successor website(s) thereto, the “Site”). This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Site that we post to the Site or otherwise make available to you.

By clicking or tapping any button or box marked “accept,” “agree” or “OK” (or a similar term) in connection with this Agreement, or by using the Site, you agree to be bound by this Agreement and affirm that you are of legal drinking age where you live and have the legal capacity to enter into this Agreement.

This Agreement contains a mandatory arbitration provision that, as further set forth in Section 19 below, requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or any other court proceedings, or class actions, or class arbitrations of any kind.

1. **Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your clicking or tapping any button or box marked “Accept,” “Agree” or “OK” (or a similar term) in connection with this Agreement, or your use of the Site, in each case following any changes to this Agreement will constitute your acceptance of such changes. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users. We reserve the right to introduce new features or functionality for which the payment of fees may be required.

2. **Information Submitted Through the Site.** Your submission of information through the Site is governed by this Agreement and the Site’s Privacy Policy, located at <https://resurrection-brands.com> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. **Jurisdictional Issues.** The Site is controlled or operated (or both) from the United States and is not intended to subject us to the laws or jurisdiction of any state, country, or territory other than the United States. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. **Rules of Conduct.** In connection with the Site, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Site for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.
- Use the Site for any commercial solicitation purposes.
- Transmit through or in connection with the Site, any spam, chain letter or other unsolicited communication.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site (including any content available thereby); or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without our express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except to the extent such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without our express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, scrape, data mine or otherwise gather Site content (including Submissions), or reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Site's root directory, we grant to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such

materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to access or use the Site (including any applicable device data transmission charges).

5. **Resources.** The Site may make available information, data, materials, services, products, merchandise, functionality or other resources (collectively, "Resources"), as well as references and links to such Resources. Resources may be made available by us or by third parties, and may be made available for any purpose, including for general information purposes. We make no representations as to the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of any or all of the Resources and the Site, or any intellectual property rights therein. Resources are subject to change at any time without notice. To the fullest extent permitted under applicable law, we disclaim all liability and responsibility arising from any reliance placed on any Resources by you or any other user of the Site, or by anyone who may be informed of the content of any Resources.

Certain weights, measures and other descriptions of products and services referenced on the Site ("Products") are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors and appearance, however the actual colors and appearance you see will depend on your device, software and settings, and we cannot guarantee that such colors and appearance will be accurately displayed. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and use of Products.

6. **Third Party Resources; Links.** Certain Site functionality may make available access to Resources made available by third parties, including Submissions as defined in Section 9 below ("Third Party Resources"), or allow for the routing or transmission of Third Party Resources, including via links; by using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Resources.

We neither control nor endorse, nor are we responsible for, any Third Party Resources, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Resources, or any intellectual property rights therein. Certain Third Party Resources may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any Third Party Resources. We have no obligation to monitor Third Party Resources, and we may block or disable access to any Third Party Resources (in whole or part) through the Site at any time without notice. In addition, the availability of any Third Party Resources through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Resources other than any of our affiliates (including Resurrection Brands and the other brands presented here), nor does such availability create any legal relationship between you and any such provider.

Your use of Third Party Resources is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Resources (such as terms of service or privacy policies of the providers of such Third Party Resources).

7. Transactions. We may make available the ability to purchase or otherwise obtain certain Products through the Site (each, a “Transaction”). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as details regarding your method of payment (such as your credit or debit card number and its expiration date, or your selection of a payment service), your billing address and, if applicable, your shipping information. You represent and warrant that you have the right to use any payment method (such as a credit or debit card or payment service) with respect to which you submit information in connection with a Transaction. By submitting payment information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Products will be used only in a lawful manner.

We reserve the right (but have no obligation), at any time and without liability or prior notice, to limit the availability of or discontinue making available any Product; to change any Product prices; to impose conditions on the honoring of, or discontinue, any coupon, discount, rebate or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Product. You agree to pay all charges incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. Refunds and exchanges will be subject to our applicable refund and exchange policies. The receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. Transactions may be subject to additional terms, conditions and policies; if, with respect to a Transaction, any such terms, conditions and policies conflict with this Agreement, such Transaction terms, conditions and policies will govern with respect to such Transaction to the extent of such conflict.

Tangible Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Site. All Transactions with respect to tangible Products are made pursuant to a shipment contract and, as a result, risk of loss and title for Products pass to you upon delivery of such Products to the carrier. You are responsible for filing any claims with carriers for damaged or lost shipments.

8. Registration; User Names and Passwords. You may need to register or otherwise enter a user name, password or other data, information or credential with respect to the Site, whether provided by you or provided to you (collectively, “Access Credentials”), to access and use all or part of the Site. We may reject, or require that you change, any Access Credential that you provide, and we may change or terminate any Access Credential that we may provide to you, in each case in our sole discretion. Your Access Credentials are for your personal use only in accordance with this Agreement and you should keep them confidential; you, and not we, are responsible for any use or misuse of your Access Credentials, and, in each case, you must promptly notify us of any actual or suspected confidentiality breach or unauthorized use of your Access Credentials or your Site account.

9. Submissions. Certain Site functionality may provide users with the ability to make available certain Resources through or in connection with the Site (each, a “Submission”). We have no control over and is not responsible for Submissions, any use or misuse (including any distribution) by any third party of Submissions or for any of your interactions with other Site users. If you choose to make any of your

personally identifiable or other information publicly available through the Site, you do so at your own risk.

10. Your Submissions, Your Product Photos and Feedback. For purposes of clarity, you retain ownership of each Submission that you post or submit to, or otherwise make available through or in connection with, the Site (each, “Your Submission”). You hereby grant to us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, store and otherwise use, analyze and exploit Your Submissions, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). In addition to the foregoing, if you choose to publicly share any images of any Product through any social media website or online service or other publicly available online service (any such image, “Your Product Photo”), including any such image accompanied by a hashtag (that is, a word or phrase preceded by “#”) reference using any of our trademarks or any other terms, slogans or keywords referencing us or our products or services, you hereby grant to us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, store and otherwise use, analyze and exploit Your Product Photo (including any name, signature, voice, image, likeness, performance, movements, personal characteristics, gestures and mannerisms (collectively, “Likeness”) of a natural person included in Your Product Photo), in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Site or otherwise, such Feedback will be deemed Your Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.

You represent and warrant that (a) you have all rights necessary to grant the licenses and permissions granted in this section; (b) Your Submissions are complete and accurate; and (c) Your Submissions and your provision thereof to us (whether through and in connection with the Site or otherwise), and Your Product Photos and your provision thereof to any social media website or online service or other publicly available online service, are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party (including any intellectual property, publicity or privacy rights). You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding Your Submissions that you may have under any applicable law under any legal theory.

Without limiting the foregoing, you specifically represent and warrant that you have all rights necessary to grant the licenses and permissions granted in this section with respect to any Likeness of a natural person included in Your Submissions or Your Product Photos.

11. Monitoring. We may (but have no obligation to) monitor, moderate or analyze your use of the Site, and monitor, moderate, analyze, alter or remove Submissions before or after they appear on the Site.

We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

12. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as we permit you to use the Site, you may view and use any portion of the Site to which we provide you access under this Agreement, solely in accordance with the functionality that we make available to you, solely for your personal, non-commercial use.

13. Our Proprietary Rights. As between you and us, we own the Site, which is protected by proprietary rights and laws. All trade names, trademarks, service marks, logos and copyrightable works available through the Site are the property of their respective owners and nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks, logos or copyrightable works without the express prior written consent of the owner. Our trade names, trademarks and service marks include Resurrection Brands LLC and any associated logos. You may not use our trade names, trademarks, service marks, logos or copyrightable works in connection with any product or service that is not ours, or in any manner that is likely to cause consumer confusion.

14. Promotions. Any sweepstakes, contests, raffles, surveys, games, coupons, rebates or similar promotions (each, a "Promotion") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in a Promotion, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern with respect to such Promotion to the extent of such conflict.

15. Disclaimer of Warranties. To the fullest extent permitted under applicable law: (a) the Site and any Resources (including any Third Party Resources and Products) are made available to you on an "As Is," "Where Is" and "Where Available" basis, without any warranties of any kind, whether express, implied or statutory; and (b) we disclaim all warranties with respect to the Site and any Resources (including any Third Party Resources and Products), including the warranties of merchantability, fitness for a particular purpose, non-infringement and title. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both us and our affiliates and their respective owners, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers, and their respective successors and assigns (collectively, the "Company Parties").

While we seek to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at privacy@resurrectionbrandsllc.com with a description of such alteration and its location on the Site.

16. Limitation of Liability. To the fullest extent permitted under applicable law: (a) no Company Party will be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind arising out of or in connection with the Site or this Agreement, under any contract, tort (including negligence), strict liability or other theory, including damages for diminution of value, loss of profits, loss of revenue, loss of business, loss of use or data, loss of goodwill, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, no Company

Party will be liable for damages of any kind resulting from your use of or inability to access or use the Site or from any Resources (including any Third Party Resources or Products), including from any Virus that may be transmitted in connection therewith; (c) except as set forth in Section 7 above (including in accordance with our return or exchange policies), your sole and exclusive remedy for dissatisfaction with the Site or any Resources (including any Third Party Resources or Products) is to stop accessing and using the Site; and (d) the maximum aggregate liability of all Company Parties, collectively, for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, will be equal to the greater of (i) the total amount, if any, paid by you to us in connection with this Agreement during a twelve (12)-month period; and (ii) twenty U.S. dollars (\$20). All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for our benefit and the benefit each of the other Company Parties.

Applicable law, other than any applicable law in the State of New Jersey, may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights. For the avoidance of doubt, if you are a resident of the State of New Jersey, the immediately preceding sentence does not apply to you.

17. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless each Company Party from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees and expenses) arising out of or relating to (a) your access to, use of, or activities in connection with, the Site (including Your Submissions); or (b) any violation or alleged violation of this Agreement by you.

18. Termination. This Agreement is effective until terminated. We may terminate this Agreement or suspend your right to access or use the Site at any time and without prior notice, for any or no reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your ability to access use the Site will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your Access Credentials, Your Submissions and all associated materials, without any obligation to provide any further access to such materials. The preamble and Sections 2 to 11 and 13 to 24 will survive any termination of this Agreement.

19. Governing Law; Arbitration; Class Action Waiver. This Agreement, your use of (including any access to) the Site (including all Transactions) and all related matters are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law that would cause the application of the laws of any other jurisdiction, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement, your use of (including any access to) the Site (including all Transactions) and all related matters, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that we and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you agree to give up the ability to participate in a class arbitration or class action. If you do not want to be bound by this arbitration provision, you may opt out. In order to opt out of this arbitration provision, you must

notify us in writing that you do not want to resolve disputes with us by arbitration, and such notice should be delivered by mail to Resurrection Brands LLC, Attn: Melanie Amezaga, 2937 Veneman Avenue, Suite C175, Modesto, CA 95356, within 30 days of the earlier of (a) the date you first access or use the Site; and (b) the date you click or tap any button or box marked “accept,” “agree” or “ok” (or a similar term) in connection with this Agreement. The arbitration will be administered by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>, as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if applicable law allows, they can seek relief against us for you.

20. Parental Control Protections. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of content-control software is currently available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services identified on such site.

21. Information or Complaints. If you have a question or complaint regarding the Site, please send an e-mail to privacy@resurrectionbrandsllc.com. You may also contact us by writing to Resurrection Brands LLC, Information Request/Complaint, 2937 Veneman Avenue, Suite C175, Modesto, CA 95356, or by calling us at 1-888-281-9317. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

22. Copyright Infringement Claims. We are committed to respecting the legal rights of copyright owners, including those who believe that material appearing on the Site infringes their rights under United States copyright law. If you believe in good faith that materials available from the Site infringe your copyright, you (or your agent) may send us a written notice of claimed infringement by mail, e-mail or fax (a “takedown notice”), requesting that we remove or disable access to such material. If you believe in good faith that someone has wrongly submitted to us a takedown notice involving content that you made available through the Site, you may send us a counter-notice. To be legally effective, takedown notices and counter-notices must meet the then-current statutory requirements imposed by the Digital Millennium Copyright Act (the “DMCA”). See <http://www.copyright.gov/dmca-directory/> for details. Takedown notices and counter-notices must be sent in writing to our designated DMCA agent as

follows: By mail to Melanie Amezaga, Resurrection Brands LLC, 2937 Veneman Avenue, Suite C175, Modesto, CA 95356; by e-mail to copyright@resurrectionbrandsllc.com. You can also reach our DMCA agent at the following telephone number: 1-888-281-9317.

We suggest that you consult your legal advisor before sending a DMCA notice or counter-notice. It is our policy to terminate, in appropriate circumstances, a Site user's right to use the Site if we deem them to be a repeat infringer.

23. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes, sanctions or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or national of, any country subject to a U.S. government embargo, sanction or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

24. Miscellaneous. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail to the most recent email address that you have provided to us (including in each case via links), or by regular mail to the most recent mailing address that you have provided to us. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control.

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