

MARI-MANN HERB CO INC REWARDS TERMS AND CONDITIONS OF USE

Last updated on September 3rd, 2022

Welcome to Mari-Mann Herbs™ Loyalty RewardsSM (the " Program"), operated by Mari-Mann Herb Co Inc™ (collectively "Mari-Mann™", "Mari-Mann Herbs™", "we" or "us"). This Terms and Conditions of Use ("Agreement") contains the terms upon which Mari-Mann Herbs™ agrees to provide and govern the use and operation of, and your participation in, the program and certain other related promotional activities as described below.

PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCESS TO AND USE OF ANY PART OF THE PROGRAM CONSTITUTES YOUR EXPRESS AGREEMENT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS, USE OR PARTICIPATE IN THE PROGRAM.

YOUR REWARDS POINTS EXPIRE IF NOT USED IN A CERTAIN AMOUNT OF TIME OR IF YOU HAVE NO ACCOUNT ACTIVITY FOR A CERTAIN AMOUNT OF TIME. SEE SECTION 8 BELOW FOR DETAILS.

1. **GENERAL TERMS.** This agreement is a legally binding agreement between you and Mari-Mann™. By using or participating in the program, which is intentionally defined broadly, you agree to be legally bound by all of the terms and conditions of the agreement. This agreement sets forth your rights and obligations concerning your use and participation in the program. If you have questions regarding this agreement, don't hesitate to get in touch with us here. As discussed further in Section 11 below, Mari-Mann™ reserves the right to modify this Agreement and the Program at its sole discretion, without notice.

2. **ACCEPTANCE OF TERMS.** BY USING OR PARTICIPATING IN THE PROGRAM, YOU EXPRESSLY ACKNOWLEDGE, REPRESENT, AND AGREE THAT YOU: (A) ARE OVER 15 YEARS OF AGE, AND IF YOU ARE BETWEEN 15 YEARS OF AGE AND 18 YEARS OF AGE, YOU HAVE THE PERMISSION OF A PARENT OR LEGAL GUARDIAN TO PARTICIPATE; (B) HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT; (C) UNDERSTAND THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT, AND (D) WILL COMPLY WITH THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE LAWS AND REGULATIONS.

3. **INCORPORATED TERMS.** Additional terms and conditions apply to the program, including (without limitation) Mari-Mann Terms and Conditions, Privacy Policy, all of which are incorporated herein by reference and shall be binding upon all participants.

4. **JOINING MARI-MANN REWARDSSM.** To join Mari-Mann RewardsSM, create a Mari-Mann PMSM (aka "Mari-Mann Preferred MemberSM") account at the Mari-Mann™ store, providing the requested information. By creating a Mari-Mann PMSM account, you are automatically enrolled in the program until your Mari-Mann PMSM account is canceled or as otherwise outlined in this agreement. You cannot join or participate in Mari-Mann RewardsSM without creating a Mari-Mann PMSM account. You can cancel or opt out of Mari-Mann RewardsSM, in writing, and all outstanding rewards and points will be cancelled.

You are only allowed one Program account that is personal to you, and you are prohibited from using another account holder or participant's Program points. The rewards program is designed to reward the residents of the communities where our retail stores are located. Therefore, you must be a resident of one of the communities we serve to participate in the Mari-Mann RewardsSM program.

5. **EARNING Mari-Mann™ Rewards Points.** Program members are eligible to earn points as follows, subject to the terms set forth in this agreement and as amended from time to time:

- **Merchandise:** 1 point for every full \$1 spent on eligible/qualifying items purchased at participating Mari-Mann™ stores (in person), or

- Other: Mari-Mann™ may also offer special promotions or other offerings which can earn points or may otherwise provide points for specific occasions or customer service reasons, all at Mari-Mann's™ sole discretion.

For a list of items excluded from the program, on which you do not earn points, and to which you cannot apply rewards, see below in Section 7.

If you purchase with or use any loyalty, rewards, or related program other than Mari-Mann RewardsSM, no points will be earned for that purchase or transaction.

To earn points, a minimum qualifying purchase of \$1 of merchandise. Points are not earned for partial dollars spent/purchased (for example, a qualifying merchandise purchase of \$1.50 earns 1 point, not 1.5 points). Individual transactions cannot be combined. Amounts spent on sales tax, other taxes, tips, delivery fees, donations, service/class fees, service charges, and related costs do not earn points, and points are earned on the final amount spent on an individual transaction, excluding these costs, after discounts, coupons, or other promotions are applied.

For points to be credited to your Program account balance, you must do the following, or no points will be earned or credited (and points will not be retroactively awarded if you fail or forget to do so for a transaction):

- For purchases, please give provide your phone number, or full name, associated with your Mari-Mann PMSM account to the cashier. Although points should be credited to your Program account promptly after the transaction is complete, there may be some delay for the points to appear and be available for redemption.

Except as otherwise set forth herein, points that you earn are not lost or forfeited until they are redeemed and the applicable time for non-use has passed (see Section 8 below for further details), you have no Mari-Mann RewardsSM activity for one year, or your Mari-Mann™ account may be canceled or terminated at Mari-Mann's™ discretion.

6. REDEEMING. To use your Mari-Mann RewardsSM points, they must be first "redeemed" and converted into a "Mari-Mann CashSM" discount balance. Generally, Available points may be redeemed in multiples of 100 points, with a minimum of 100 points.

- Mari-Mann CashSM: For every 100 points you will be eligible for a \$5 discount. Redeem 100 points for \$5 off eligible purchases in the form of "Mari-Mann CashSM" discounts, with each additional 100 points representing an additional \$5 discount (for example, if you redeem 300 points, you will receive \$15 of discounts in the form of "Mari-Mann CashSM").
- Other: Mari-Mann™ may also offer special promotions or other offerings in which points can be redeemed at different rates or for additional discounts than set forth above, all at Mari-Mann's™ sole discretion.
- To use your available redeemed rewards, you must do the following:
 - In-Store: For in-store purchases, please give provide your phone number, or full name, associated with your Mari-Mann PMSM account to the cashier. You can then tell if you would like to apply the maximum applicable amount of your Mari-Mann CashSM discount to your purchase.

For a list of items excluded from the program, on which you do not earn points, and to which you cannot apply rewards, see below in Section 7.

If using a "Mari-Mann CashSM" discount in-store, you can select the amount of the applicable redeemed reward you would like to apply to a qualifying purchase (for example, if you have \$10.00 in available Mari-Mann CashSM discounts, you can choose to apply only \$5 to a qualifying purchase).

You cannot use Mari-Mann RewardsSM discounts on a transaction if you purchase with or use any loyalty or rewards program other than Mari-Mann RewardsSM.

Points and redemption balances are promotional only and cannot be redeemed for cash.

7. EXCLUSIONS. The following items and services are not eligible to earn or redeem Mari-Mann RewardsSM points. "Mari-Mann CashSM" discounts cannot be applied against the following items: age-restricted products including but not limited to items behind the checkout counter, gift cards, applicable taxes and fees including but not limited to sales tax,

deposits, delivery fees, service/class fees and shipping services, other taxes, delivery fees, donations, service charges, and related costs. These exclusions are subject to change at Mari-Mann discretion.

Mari-Mann™ may run promotions that include certain of these items (for example, it may award a certain number of points for a gift card purchase in connection with a particular promotional event). Those limited offers are not valid unless and until communicated by Mari-Mann™ for that specific purpose.

8. EXPIRATION OF REWARDS/POINTS/REDEMPTIONS/DISCOUNTS. Subject to Section 11 below, points that you have earned will not expire or be lost/forfeited unless: (a) they are redeemed and the applicable time for nonuse/expiration has passed; (b) you have no Mari-Mann RewardsSM activity for one year, in which case all of your points, redemptions and balances will expire; or (c) your Mari-Mann™ account is canceled or terminated, in which case all of your points, redemptions and balances will expire (creating a new Mari-Mann account or reactivating a prior account will not restore points/balances).

You acknowledge that Mari-Mann™ has no liability to you for failure to redeem points, use your rewards, or if your points or redemptions otherwise expire or are lost for any reason.

9. MODIFICATION OR TERMINATION OF THIS AGREEMENT OR THE PROGRAM. Mari-Mann™ may change, suspend, discontinue or cancel any aspect of the program or your Mari-Mann RewardsSM account or balance at any time, including but not limited to rewards and point earning/redemption/usage methods, at its sole discretion and without notice to you. In addition, Mari-Mann™ may convert the program and points/redemptions into different rewards programs having different point values at any time without notice. This means that the number of points needed to redeem a reward or a certain level of reward may be increased, the time for earning or using them reduced, or the rewards changed, so you may not be able to obtain, earn or claim certain rewards no matter how long you participate in the program. This includes reserving the right to apply changes retroactively to benefits already achieved under the program.

Mari-Mann™ may also impose limits on membership eligibility, specific features, and services or restrict your access to parts or all of the programs without notice or liability. In its sole discretion, Mari-Mann reserves the right to refuse service or suspend or terminate a Mari-Mann PMSSM account or participation in the program.

Although Mari-Mann™ will make reasonable efforts to notify participants of any changes, you should periodically check the Terms and Conditions of Use for applicable changes.

10. INACCURACIES OR ERRORS. The descriptions, pictures, representations of products, promotions, and/or other information available through the program may contain inaccuracies and/or errors. Mari-Mann™ does not make any warranty or representation with respect to the accuracy or completeness of any such information and reserves the right to correct the same without penalty. Furthermore, the prices and availability of products referenced through the program may change without notice to you at any time at Mari-Mann's™ sole discretion. Mari-Mann™ shall have the right to refuse or cancel any advertisements placed or listed at an incorrect price or location.

11. GOVERNING LAW/VENUE. Mari-Mann™ manages the program within the State of Illinois in the United States. If you choose to use and/or participate in the program from any other location, state, or country, you do so at your own risk and initiative. You are solely responsible for compliance with any applicable local laws and regulations. You agree that the laws of the State of Illinois (excluding any choice of law rules) govern your rights and obligations relating to Mari-Mann™ and your use of and/or participation in the program, and exclusive jurisdiction and venue for any disputes relating to this Agreement and/or the Program shall be the state or federal courts located in Illinois.

12. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL INFORMATION, SERVICES, AND MATERIALS AVAILABLE THROUGH THE PROGRAM ARE FURNISHED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESS WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS, ACCESSIBILITY, AND NON-INFRINGEMENT). MARI-MANN, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES,

CONTRACTORS, AGENTS, AND SUPPLIERS (COLLECTIVELY THE "MARI-MANN PARTIES") MAKE NO REPRESENTATION OR WARRANTY REGARDING: (A) THE CONTINUED AVAILABILITY, RELIABILITY, ACCURACY, ACCESSIBILITY, RESULTS OR PERFORMANCE OF THE PROGRAM; (B) THE EXISTENCE (OR ABSENCE) OF ANY VIRUS, WORM, MALWARE, MALICIOUS CODE OR OTHER DISABLING DEVICES OR CODE FROM ANY SOURCES; (C) THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION BY A PARTY OTHER THAN THE MARI-MANN PARTIES; (D) ANY TECHNICAL FAILURES (INCLUDING HARDWARE OR SOFTWARE FAILURES); OR (E) LOSS, USE OR MISUSE OF DATA.

13. LIMITATION OF LIABILITY. YOUR USE OF THE PROGRAM IS AT YOUR OWN RISK. YOU AGREE THAT THE MARI-MANN™ PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. IN NO EVENT SHALL THE MARI-MANN PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE AMOUNT (IF ANY) SPENT BY YOU ON QUALIFYING PURCHASES UNDER THE PROGRAM WITHIN THE LAST SIX MONTHS WHICH FORM THE BASIS OF YOUR CLAIM, OR \$100 IF YOU HAVE NOT PAID ANY AMOUNTS TO MARI-MANN. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR ACCOUNT. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES OR LIMITATIONS, OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE PROVISIONS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY MARI-MANN IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE MARI-MANN™ PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR AFTER IT ARISES (OR SUCH SHORTER PERIOD UNDER APPLICABLE STATUTES OF LIMITATION) SHALL BE WAIVED AND RELEASED. Mari-Mann™ will not be responsible for any Internet, mobile device, computer, or communications-related failures or any events beyond its reasonable control.

14. SEVERABILITY AND WAIVER. If any provision of this agreement is found to be invalid by any court having competent jurisdiction. In that case, the invalidity of such provision shall not affect the validity of the remaining provisions of the agreement, all of which shall remain in full force and effect. Failure to exercise or delay in exercising any right, power, or privilege by Mari-Mann™ under this agreement shall not constitute any waiver or modification of the terms of this Agreement by Mari-Mann.

15. ENTIRE AGREEMENT. This agreement – along with all incorporated terms identified in Section 3 – contains the entire agreement between you and Mari-Mann™ with respect to the program. All prior agreements, representations, statements, negotiations, and undertakings with respect to the subject matter herein are superseded by this agreement. Terms that by their nature are intended to survive the termination, cancellation, or expiration of this agreement shall survive.

16. VOID WHERE PROHIBITED BY LAW. The program is void where prohibited. Your points and redeemed rewards are promotional in nature, have no cash value, and cannot be sold, copied, shared, transferred, or used for commercial purposes. Mari-Mann™ reserves the right to impose volume or other limitations on items and/or offer different and/or additional benefits to some participants based on geographic location, participation in the program, or other criteria determined by us in our sole discretion or as required by applicable law.

17. PROTECTION OF PRIVACY – Mari-Mann™ is committed to protecting the privacy of the loyalty program users. The personal data collected by Mari-Mann™ in the framework of the Loyalty Card are used exclusively for marketing to its customers. The data is not shared with any third-party companies.

- By accepting these General Terms and Conditions. The loyalty program user also gives permission to communicate with him/her via all possible media, including e-mail and text messages. The data are used by Mari-Mann™ for promotional purposes, in managing and implementing the Loyalty Card, and for sales and market analyses. The Cardholder has the right to inspect his personal data at any time to request improvement if they are not correct. The Cardholder has the right to object to processing his personal data for direct marketing purposes. The Cardholder makes a written request for this purpose to Mari-Mann™ at the company registered office or at the e-mail address CustServ@marimann.com