

Terms of Use

1) Welcome to Cultured Supply!

By using this website (the "Site") and services (together with the Site, the "Services") offered by Cultured Supply (the "Platform", "we", "our" or "us"), you're agreeing to our terms of use ("Terms"). You're also agreeing to our Privacy Policy. We may update the Terms. We will alert you to any material changes by notifying you on the Site or by email.

2) How the Platform Works

Platform will list items ("Products") offered by sellers ("Vendors") so that demand ("Orders") from multiple purchasers ("Buyers") can be aggregated (each a "Campaign" or "Offering"). Platform displays information provided by Vendors and delivers payment solutions. Vendors either contract directly with Buyers to accept and fulfill Orders or contract with us for fulfillment.

3) Creating an Account

You can browse the Platform without registering an account; however, to submit an Order to a Vendor on Platform, you will need to register, choose a username, and set a password. You're responsible for all activity on your account and for keeping your password confidential. If you find that someone has used your account without permission, you should report to us at: privacy@culturedsupply.com. You must be 18 years old, or old enough to form a binding contract where you live.

4) How Orders Work

Orders are placed through a Purchase Order. Buyer and Vendor will provide their name and title, company name, shipping address, telephone number, and email address to participate. The Purchase Order serves as a legally binding contract and includes a Terms of Purchase Order that apply to the specific Order.

When a Purchase Order is signed and an initial payment is submitted by Buyer, the Vendor must fulfill each Purchase Order. In addition, we can place Purchase Orders directly with a Vendor. Similarly, we can accept a Purchase Order directly from a Buyer, in our sole discretion.

5) How to Apply for Credit

Payment terms may be established on any given Order. A Buyer may place a Purchase Order on credit within a credit limit which we will set in our sole discretion. To establish a line of credit, Buyer must first apply by submitting

required documentation, and consent to certain terms and conditions (collectively "Credit Application"). Otherwise, prepayment of a valid credit card or ACH is required prior to placing a Purchase Order.

6) How Delivery Works

Vendors provide an estimated delivery date in the Campaign. Products are delivered duty paid. The Terms of Purchase Order provide the terms for shipment, delivery schedule and cancellation, and describe the force majeure events. Vendor is responsible for fulfillment.

7) The Platform's Limitations

We do not oversee the manufacturing, procurement, storage, shipment, or delivery of the Products offered through Campaigns on the Platform. We don't endorse any Vendor or Product. We do not guarantee or warrant the Products sold by Vendors in any manner. See section 13) for more information.

The information presented on Products and Campaigns are provided to us by the Vendor. We do not warrant the accuracy, completeness, or usefulness of this information. We are not liable for any damages or losses related to your use of the Services. As a condition to using the Services, you release the Platform from all claims, damages, and demands of every kind which could arise out of, or relate to, the Services. We are not responsible for any damage or loss to any party.

8) Our Fees

Vendors must sign a Vendor Agreement which includes details on any fees before launching a Campaign on the Platform. Buyers are responsible for payment for Purchase Orders in accordance with the payment terms and their Credit Application..

9) Our Intellectual Property

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Platform, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Site for your commercial use only.

10) Dealing with Copyright Issues

If you believe that any content on our Site violates your copyright, please send a notice of copyright infringement privacy@culturedsupply.com. We reserve the right to delete or disable content alleged to be infringing and to remove Buyers and Vendors from the Platform.

11) Deleting Your Account

You can delete your account at any time through your account settings. If you delete your account, we will retain Purchase Orders and other information as required by law or necessary for our legitimate business purposes. Vendors will need to contact us at privacy@culturedsupply.com to remove a Campaign from the Platform.

12) Platforms Rights

We have the right to make changes to our Site and Services without any notice or liability to you. This includes the right to require authentication of a user's identity or remove a Buyer or Vendor from the Platform. We also have the right to deny a campaign, deny participation in a Campaign, or terminate a Campaign, at any time for any reason. Further, we are not liable for any damages as a result of any of these actions.

13) Warranty Disclaimer

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PRODUCT WARRANTIES, IF ANY, ARE PROVIDED EXCLUSIVELY BY THE VENDOR.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE PLATFORM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

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14) Indemnification

You will defend, indemnify, and hold us harmless for all Claims for Damages in anyway related to your use of the Site, Services, or Products. The term "Claim" includes any cause of action, lawsuit or demand made against us, along with

subsidiaries and affiliates. "Damages" means any and all costs, expenses (including reasonable attorney fees), liability, judgements, loss of use, bodily injury (including death) or property damage.

15) Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE PLATFORM AND ITS SUBSIDIARIES AND AFFILIATES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100. THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16) Dispute Resolution and Governing Law

You should contact us at privacy@culturedsupply.com if you are having any issues. If we cannot resolve your issues, then you will first seek mediation. Mediation can be initiated by completing the request for mediation form at: (1) https://www.adr.org/sites/default/files/Request_for_Mediation.pdf ; (2) paying the applicable fee; and (3) notifying the other Party. Any mediation will be conducted in accordance with the mediation rules of the American Arbitration Association ("AAA"). If an issue cannot be resolved through good faith mediation, then either Party may submit it to final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA.

In the event of any dispute, the Terms will be governed and construed in accordance with the laws of the State of Michigan and the United States, without giving effect to any principals of conflict of law.

17) Entire Agreement

These Terms and other material referenced in them are the entire agreement between you and the Platform with respect to the Services. They supersede all prior and contemporaneous understandings or agreements both written and oral, regarding Site, the Services or Products. If any provision is held unenforceable, then such provision is deleted and the remaining provisions of the Terms will continue in full force and effect.