

Terms of Service

Effective: November 1, 2020

1. About

Thank you for visiting the Journey's End Farm Maple Store! As used in these Terms of Service ("Terms"), the phrase "Services" means the Journey's End Farm Maple Store, and the products and services made available through it. These Terms apply whenever you access or use the Services, regardless of the means of access.

NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 19 THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL BINDING ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

These Terms are an agreement between Journey's End Farm Camp, Inc. (together with the other entities it controls, is controlled by, or is under common control with, collectively referred to as "we," "us," "our," or similar pronouns) and you, the user of the Services ("you," "your," or similar pronouns). These Terms take effect when you click an "I Accept" (or similarly-worded) button or check box presented with these Terms or, if earlier, when you access or use any of the Services (the "Effective Date"). By accessing or using the Services, you represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor).

You may wish to print or save a local copy of these Terms for your records.

2. Registration

If you create an account for the Services ("Account"), you agree to provide true, accurate, complete, and current information to us in connection with that Account. You will notify us immediately of any changes to any of the foregoing information. You are responsible for updating your email address and other contact information associated with the Account, so that we can communicate with you regarding the Services. You are solely responsible for all activities associated with such Account, including purchases made through the Account.

3. Prohibited Uses

You specifically agree not to:

- use the Services to undertake or accomplish any unlawful purpose including posting, storing, transmitting, or disseminating information, data, or material which is libelous, obscene, unlawful, threatening, or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages

conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

- post, store, send, transmit, or disseminate on the Services any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute on the Services in any way information, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- post on or distribute through the Services unsolicited bulk or commercial messages commonly known as “spam;”
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a blog, newsgroup, chat, or similar feature of the Services;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme through the Services;
- participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent) from the Services, a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages posted on or distributed through the Services;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”) through the Services;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Services, including posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- register under the name of, or attempt to use the Services under the name of, another person;
- allow another person to access the Services using your Account;
- access (or attempt to access) the Services through any automated means (including use of scripts or web crawlers), except through APIs or other interfaces specifically provided by us for this purpose, or violate the instructions set out in any robots.txt or similar file present within the Services;
- engage in the systematic retrieval of data or other content from the Services;
- capture, rip, download, or otherwise create a copy of any content that is shown on the Services without obtaining any required permission of the content owner;
- take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any product that may be sold through the Services;
- state or imply that you are an authorized reseller or distributor of any products purchased through the Services; or

- attempt to or actually circumvent any method used by us to control access to Services, including, spoofing or otherwise impersonating an IP address for your computer that is not actually assigned to your computer or setting up a proxy or other device that allows others to access the Services through it.

We may, but unless required by law have no obligation to, monitor the use by you and other end users of the Services. During monitoring, any information relating to any user or their respective activities on the Services may be examined, recorded, copied, and used for authorized purposes in accordance with our [Privacy Policy](#). Furthermore, we reserve the right at all times to disclose any information posted on any portion of the Services as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in our sole and absolute discretion are objectionable or in violation of these Terms.

4. Your Passwords and Unauthorized Use of Your Account

You are responsible for maintaining the confidentiality of your Account and its password(s). In addition, you are responsible for controlling access to any PCs, mobile devices, gateways, or other end points that you allow to store your password, or on which you enable a “Remember Me” or similar functionality (“Activated Device”). Accordingly, you agree that you will be solely responsible to us for all activities that occur under your Account, including the activities of any individual with whom you share an Activated Device, and will be responsible for any breach of these Terms caused by these activities. If you become aware of any unauthorized use of your password or of your Account, you must notify us immediately. To protect your privacy, we recommend logging out of the Services after each visit when you are using a public or shared PC, mobile device, or other end point.

5. Privacy and Your Personal Information

To understand how we collect and use information through the Services, please read our [Privacy Policy](#).

The Services may allow you to interact with websites and services provided by third parties, such as Facebook or Twitter. You assume all privacy, security, and other risks associated with providing any information, including personal information, to such third parties. For a description of the privacy protections associated with providing information to third parties, you should refer to any privacy policies provided by those third parties.

6. Content on the Services

The Services may allow you to access content and information, such as product descriptions, and photographs (collectively, "Content"). This Content may be owned by us, other companies that give us the right to distribute their Content (like product manufacturers), or users of the Services

(like you). Except for Content you post to the Services, as between you and us, we own all right, title, and interest in and to the Content and all intellectual property therein.

Pursuant to Section 230 of the federal Communications Decency Act, providers of interactive computer services are not considered or treated as publishers or speakers of information that is provided by others. We do not claim ownership of any material that users submit or post on the Services. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any material that you create, transmit, or display while using the Services, and for the consequences of your actions (including any loss or damage which we may suffer) by doing so. Further, you agree that, with respect to any communication you submit to us for posting on the Services, you will not: (a) include any content that violates a third party's copyright or other proprietary or privacy rights; (b) publish falsehoods or misrepresentations portrayed as fact; (c) include any advertising or solicitations; or (d) submit any material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise clearly inappropriate.

We do not assert any ownership over content that you post to the Services; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of and/or licenses to all content you post to the Services and any intellectual property therein. If you post any content to the Services, you hereby grant us and our licensees a worldwide, perpetual, irrevocable, royalty-free, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute the content, on or in connection with the Services or the promotion of the Services, and incorporate it in other works, in whole or in part, in any manner. You represent and warrant that you own the content or otherwise have sufficient rights in it to grant the license set forth in this section without infringing or violating the rights of any third party.

The Services may also contain links to community forums, bulletin boards, chat rooms, and blogs. Children under the age of 13 should not post in any of these forums, boards, chat rooms, or blogs. Participants in these forums, bulletin boards, chat rooms, and blogs are solely responsible for all content that they post there. We retain the right, but not the obligation, to correct any errors or omissions in any of this content, as we may determine in our sole discretion. We further reserve the right to delete or remove any content from the forums, boards, chat rooms, or blogs without prior notice or liability. You agree that your participation in these forums, boards, chat rooms, and blogs will at all times conform to the posted comment policy for that forum, board, chat room, or blog.

We reserve the right, but do not assume any obligation, to review any user submission prior to display on the Services using automated tools or manual processes. We may refuse to display or remove any user submission from the Services for any reason in our sole discretion. However, we will typically only do so when we become aware that the material in question is harmful, clearly illegal, or likely to be considered highly offensive or objectionable to a large segment of our users.

7. Changes to the Services

You agree that we have the right to change the Services, including the products sold through the Services, and related information, pricing, and availability, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change Content or other features or functionality contained within the Services. If we do give you notice of these changes, it may be provided on the Services, or via email, newspaper, bill insert, or any other reasonable means of communication. If you find a change in the Services unacceptable, you have the right to close your Account or to stop using the Services. However, if you continue to use the Services after the change, this will constitute your acceptance of the change.

8. Orders and Returns

For products you order through the Services, you agree to pay the price, shipping costs, and applicable taxes. If for any reason we do not receive payment for a purchase, we may exercise our rights in law and equity, including: (a) immediately suspending or terminating your Account; (b) seeking collection of the outstanding amount owed; and (c) seeking legal action against you for the breach of these Terms.

We have the right to decline or cancel an order (in whole or in part), prior to its acceptance or, if after its acceptance, through refund of the amount charged, for any reason, including if it is discovered that the product information or pricing listed on the Services is incorrect.

When you purchase products through the Services, you will receive an order confirmation email detailing your order and the items purchased. This order confirmation does not denote our acceptance of the order; we can decline or cancel the order (in whole or in part) for any reason. Your order is deemed accepted once it has been shipped. Any delivery dates provided on the Services or in emails are estimates. When all or portions of your order are shipped, you will receive shipment confirmation emails. The shipment confirmation emails may include links to track or check the status of your order shipment.

We attempt to be as accurate as possible with our product descriptions and have made a conscientious effort to display the products on the Services accurately so that you can get a good idea of the product featured. However, the detail and accuracy of the image of the products that you see as a visitor to the Services will depend on a number of things, including your computer equipment and Internet connections. Consequently, we cannot and do not guarantee that the product images available to you on the Services are accurate in every detail. Further, we do not warrant that product descriptions or other content made available through the Services are accurate, complete, reliable, current, or error-free. If a product offered is not as described, your sole remedy is to return it in unused condition, subject to our refund policy.

Unless indicated otherwise, products featured on the Services will be available only while supplies last. The prices displayed are in U.S. dollars and are valid and effective only in the United States. When ordering, please follow all ordering instructions carefully.

The risk of loss and title for all products purchased by you pass to you upon delivery to the carrier for shipment.

Any and all returns of products purchased through the Services are governed by our [Return Policy](#).

9. Suggestions

You may provide us with feedback, suggestions, or other ideas (collectively, "Suggestions") regarding the Services. As you might be aware, we have a large and productive creative and technical staff dedicated to developing new and innovative products in various industries. We also work with a number of vendors and consultants, each of whom also conduct extensive research and development efforts on our behalf. Therefore, it is always possible that one of our employees or consultants is working on or has already developed the very Suggestion you would like to submit to us. It is also possible that one of our employees or consultants may later develop an idea similar or even identical to the Suggestion, without having access to your Suggestion, or that your Suggestion has been or will be suggested by another submitter. It is also possible that your Suggestion might already be disclosed in prior publications or might already be in public use.

Therefore, to avoid potential misunderstandings that could arise out of these situations, it is our practice not to receive or consider any Suggestions on a confidential basis. In other words, we cannot and will not promise to keep Suggestions that you submit confidential, nor do we or will we promise to use your Suggestion. We will not compensate you if we do use your Suggestion.

You understand that by submitting your Suggestion you are representing and warranting to us that you agree to and accept these Terms. In particular, *you represent to us that:*

(a) you are the owner of all right, title, and interest in the Suggestion;

(b) you have not relied, and will not rely, on representations by any of our employees that contradict this section; and

(c) you are at least 18 years of age.

You understand and agree that:

(a) We are not obligated to keep confidential the information contained in your Suggestion, or any related information you present in later communications with us;

(b) we are free to test, evaluate, use, and commercialize any Suggestions for any purpose whatsoever and without compensation to you;

(c) you grant to us an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, unrestricted license to use, copy, distribute, make, exploit, sell, offer for sale, practice, reproduce,

modify, adapt, publish, translate, publicly perform, and publicly display, and authorize others to do so, all or any portion of your Suggestion in any manner whatsoever, in any medium now known or later developed, without paying or otherwise compensating you, without indicating that it is yours, and without having any obligation or liability to you or to any other person or entity;

(d) you do not have a confidential, fiduciary, or other relationship with us, and no such relationship can arise in the absence of a written agreement signed by one of our duly authorized officers;

(e) none of our employees has authority to vary these Terms except through a writing signed by one of our duly authorized officers; and

(f) we are in no way obligated to return to you any documents, items or other materials you provide to us relating to the Suggestion.

Our consideration of your Suggestion, and any other related information that you disclose to us, is expressly conditioned on the representations and agreements you have made in this section.

10. Ownership of the Services

You acknowledge and agree that we (or our licensors) owns all legal right, title, and interest in and to the Services, including any intellectual property therein (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Nothing in these Terms gives you a right to use any of our trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. If you have been given an explicit right to use any of these brand features in a separate written agreement with us, then you agree that your use of these features shall comply with that agreement, any applicable provisions of these Terms, and our brand feature use guidelines as updated from time to time.

We grant you a limited, non-exclusive, non-assignable license to view the Content and to use the Services for personal, non-commercial purposes as set forth in these Terms or in a manner that does not require a license. Except for activities that do not require a license, unless the Content was legally posted by you on the Services, you may not distribute copies of the Content in any form (including by email or other electronic means), without prior written permission from its owner. Of course, you are free to encourage others to access the Content and to tell them how to find it.

11. Linking to the Services

We welcome links to the Services. You are free to establish a hypertext link to the Services, so long as the link does not state or imply any affiliation, connection, endorsement, sponsorship, or approval of your site by us.

12. Term; Provisions That Remain in Effect after Termination

These Terms will be in effect from the Effective Date until terminated by either us or you as set forth below.

Sections 6 through 15, 17, 19, and 20 of these Terms will survive termination, and shall continue to apply indefinitely.

Unregistered Users

If you use any of the Services (or parts of those Services) that are accessible without registration, you can simply discontinue use of those Services at any time. Doing so will terminate the applicability of these Terms to you with respect to those Services. If you breach any provision of these Terms or other applicable policies, or for any other reason, we reserve the right to restrict, suspend, or terminate your use of any or all of the Services and terminate these Terms. We may take these actions with or without notice to you. Because unregistered users are generally unknown to us, in most cases we will be unable to give notice of these actions.

Registered Users

If you use any of the Services (or parts of those Services) as a registered user, you may close your Account at any time. Doing so will terminate these Terms with respect to that Service. If you breach any provision of these Terms or other applicable policies, or for any other reason, we reserve the right to restrict, suspend, or terminate your Account for any or all of the Services and terminate these Terms. We may take these actions with or without notice to you. Because registered users are known to us, however, we will generally use reasonable efforts to give notice of these actions.

13. EXCLUSION OF WARRANTIES

WE PROVIDE THE SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, TOGETHER WITH ALL OF THEIR SUCCESSOR AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES DO NOT WARRANT THAT THE SERVICES, OR YOUR ACCESS TO OR USE OF THE SERVICES WILL: (A) BE UNINTERRUPTED; (B) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (C) MEET YOUR REQUIREMENTS; OR (D) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. THE RELEASED PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE

SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE RELEASED PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SERVICES OR ANY WEB SITES LINKED THERETO IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE RELEASED PARTIES MAKE NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SERVICES OR ANY WEB SITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE RELEASED PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICE OR ANY OTHER SERVICES.

THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. LIMITATION OF LIABILITY

YOU WAIVE THE RIGHT TO ASSERT A CLAIM AGAINST ONE OR MORE OF THE RELEASED PARTIES, MORE THAN TWELVE (12) MONTHS AFTER THE FIRST EVENT OR FACT THAT GIVES RISE TO THE CLAIM.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, IN NO EVENT SHALL ONE OR MORE OF THE RELEASED PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OR RESULTING FROM ANY INTERRUPTION IN OR DISRUPTION TO THE SERVICES. IN NO EVENT SHALL ONE OR MORE OF THE RELEASED PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER ONE OR MORE OF THE RELEASED PARTIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF: (A) YOUR FAILURE TO COMPLY WITH SECTIONS 2 OR 4; OR (B) CONTENT POSTED TO THE SERVICES BY YOU OR ANY THIRD PARTY.

IN NO EVENT SHALL THE RELEASED PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICES EXCEED THE GREATER OF: (1) \$1,000; OR (2) THREE (3) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE BY YOU TO US PURSUANT TO THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE TERMINATION OF THESE TERMS. BECAUSE THE LAW REGARDING LIMITATIONS OF LIABILITY VARIES BY STATE, THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. NOTICE TO NEW JERSEY CONSUMERS: THESE LIMITATIONS OF LIABILITY APPLY IN NEW JERSEY.

For your convenience, the Services may provide links to websites of other persons or entities (“Third-Party Websites”). HOWEVER, SUCH THIRD-PARTY WEBSITES ARE NOT CONTROLLED BY US. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASED PARTIES: (A) MAKE NO WARRANTIES OR OTHER AGREEMENTS REGARDING SUCH THIRD-PARTY WEBSITES; (B) HAVE NO RESPONSIBILITY FOR THE CONTENTS OF SUCH THIRD-PARTY WEBSITES; AND (C) WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY WEBSITES. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK. THE INCLUSION OF A LINK TO A THIRD-PARTY WEBSITE IN THE SERVICES DOES NOT IMPLY AN ENDORSEMENT. PLEASE UNDERSTAND THAT IF YOU VISIT THIRD-PARTY WEBSITES THEN YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE SITES.

15. Indemnification

You agree to indemnify, defend, and hold harmless the Released Parties against all claims, demands, actions, suits, and proceedings, as well as any and all losses, liabilities, expenses, damages and costs (including reasonable attorney fees) arising out of or relating to: (a) breach of these Terms by you or any individual with whom you share your Account or an Activated Device; (b) any material posted or otherwise provided by you or any individual with whom you share your Account or an Activated Device; and (c) any misrepresentation made by you or any individual with whom you share your Account or an Activated Device, in connection with your use of the Services. Notwithstanding the foregoing, we will not seek indemnification from you for any claims, demands, actions, suits, or proceedings, as well as any and all losses, liabilities, expenses, damages and costs (including reasonable attorney fees), to the extent caused by our own negligence or more culpable conduct. We reserve the right, at our election, to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with us in connection with our defense.

16. Copyright Infringement

We are committed to complying with U.S. copyright and related laws, and require all users of the Services to comply with these laws. Accordingly, you may not use the Services to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of a copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on the Services, you may take advantage of certain provisions of the Digital Millennium Copyright Act (the “DMCA”) by sending our authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon our receipt of a satisfactory notice of claimed infringement, we will respond expeditiously either directly or indirectly to: (a) remove the allegedly infringing work(s) from the Services; or (b) disable access to the work(s). In accordance with the DMCA, it is our policy to reserve the right to terminate access to the Services (or any part of those Services) for any user who is either found to infringe

third-party copyright or other intellectual property rights, including repeat infringers, or who we, in our sole discretion, believe is infringing these rights. We may terminate access to the Services at any time with or without notice for any affected customer or user. If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to us. Upon our receipt of a counter notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that we will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send us a notification of claimed infringement to report alleged infringements of their works to:

JASON CURTIS
364 STERLING ROAD, NEWFOUNDLAND, PA 18445
LEGAL@JOURNEYSSENDFARM.ORG
570.630.0311

Any notification of claimed infringement must be in a form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to us, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with our designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

17. Export Control

The Services are operated from within the United States. Software from the Services is further subject to U.S. export controls. No software may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You must not access or use the Services if you are located in, under the control of, or a national or resident of any such country or on any such list.

You agree to comply with all applicable export and re-export control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us under these Terms to any destination, entity, or

person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

18. Changes to these Terms

We reserve the right to change these Terms. When we do change them, we will make a copy of the updated Terms available to you by posting it at <https://www.journeysendfarm.org/s/Journeys-End-Farm-Maple-Store-Terms-of-Service-11-01-20.pdf>, or through other methods. If we make material changes to these Terms, we will also notify you by email, direct mail, or other reasonable methods that we select, taking into account the contact information we have for you.

You understand and agree that if you use any of the Services after the effective date of the updated Terms, we will consider your use as acceptance of the updated Terms.

19. Binding Arbitration

a. Purpose. Any Dispute (as defined below) involving you and Journey's End shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Section 19 (the "Arbitration Provision") shall be broadly interpreted.

b. Definitions. The term "Dispute" means any claim or controversy related to these Terms or the Services, including any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or termination of these Terms; and (4) claims that are the subject of purported class action litigation. As used in this Arbitration Provision, "Journey's End" means Journey's End Farm Camp, Inc. and any of its parents, subsidiaries and affiliated companies, and each of their respective officers, directors, employees and agents, and each of their respective successors and assigns, and "you" means you and any users or beneficiaries of your access to the Services. Notwithstanding the foregoing, Disputes relating to the scope, validity, or enforceability of this arbitration provision will not be subject to arbitration.

c. Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision, either you or Journey's End may elect to bring an individual action in small claims court if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

d. Right to Opt Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH JOURNEY'S END ARBITRATED BY NOTIFYING JOURNEY'S END IN WRITING WITHIN 30 DAYS OF YOUR FIRST ACCESS TO OR USE OF THE SERVICES, BY MAIL TO JOURNEY'S END FARM, 364 STERLING ROAD, NEWFOUNDLAND, PA 18445, ATTN: ARBITRATION OPT-OUT.

YOUR WRITTEN NOTIFICATION TO JOURNEY'S END MUST INCLUDE YOUR NAME, ADDRESS, AND TELEPHONE NUMBER, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH JOURNEY'S END THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH JOURNEY'S END OR PRODUCTS OR SERVICES PROVIDED BY JOURNEY'S END.

e. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website (www.adr.org) or calling its toll free number (1-800-778-7879). You may deliver any required or desired notice to Journey's End by mail to JOURNEY'S END FARM CAMP, INC., 364 STERLING ROAD, NEWFOUNDLAND, PA 18445.

f. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify Journey's End about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Any arbitration hearing will take place in Philadelphia, PA. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

g. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT, OR CONSOLIDATED BASIS, OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER USERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF

THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

h. Arbitration Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be Journey's End's responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse Journey's End for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, Journey's End will pay all fees and costs that it is required by law to pay.

i. Survival. This Arbitration Provision will survive the termination or expiration of these Terms.

20. General Legal Terms

These Terms constitute the whole legal agreement between you and us and govern your use of the Services, and completely replace any prior agreements between you and us in relation to the Services.

WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

Upon termination of these Terms for any reason, we and our suppliers reserve the right to delete all your data, files, electronic messages, or other information that is stored on our or our suppliers' servers or systems. We shall have no responsibility whatsoever for the loss of any such data.

You agree that we may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Services.

You agree that if we do not exercise or enforce any contractual or legal right or remedy to which we are entitled, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

You acknowledge and agree that all of companies that are controlled by, controlling of, or under common control with JOURNEY'S END FARM CAMP, INC. are third-party beneficiaries to these Terms and that these other companies are entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or entity shall be third-party beneficiaries to these Terms.

These Terms, and your relationship with us under these Terms, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. By using the Services, you consent to the exclusive jurisdiction of the state courts in Wayne County, Pennsylvania, and, if jurisdiction exists, the federal courts for the Middle District of Pennsylvania, in all disputes arising out of or relating to these Terms or Services that are not subject to the Arbitration Provision above.