

CITRI CALIFORNIA, LLC TERMS AND CONDITIONS

Welcome to CITRI California!

CITRI California, LLC (“**CITRI**,” “**us**,” “**we**,” or “**our**”) has developed a proprietary artisanal skincare line (“**CITRI Products**”) and provide the content and services available on the website www.citricalifornia.com (the “**Site**”). Please carefully read these Terms of Use (these “**Terms**”), which are a binding legal contract that govern (i) your access and use of the Site, including, without limitation, your purchase or order of any of the CITRI Products, and (ii) any other products or services offered by CITRI to you.

By accessing, browsing, or otherwise using the Site, you: (i) acknowledge that you have read, understand and agree to be bound by these Terms, including CITRI’s Privacy Policy (the “**Privacy Policy**”) which are incorporated into these Terms, (ii) represent that you are eligible and have the authority to enter into these Terms pursuant to the eligibility requirements set forth below in Section 1; and (iii) agree that you are entering into these Terms with CITRI California, Inc., a California corporation. **PLEASE NOTE, THESE TERMS ALSO CONTAIN AN AGREEMENT TO ARBITRATE IN SECTION 13 BELOW WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION.**

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU MAY NOT USE OUR SITE.

1. ELIGIBILITY

You must be 18 years old or the age of majority in your jurisdiction, and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms in order to make a purchase on our Site. If you are under 18 years old or the age of majority in your jurisdiction, then you may not make a purchase on our Site. You may use the Site if you are over thirteen (13) years of age and are not barred from receiving services under applicable law. This Site is not directed to children under 13 years old. By accessing or using the Site you affirm that you are over the age of thirteen (13) and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with these Terms. If for any reason, we, in our sole discretion, believe you do not meet the eligibility requirements set forth above, we reserve the right, without provision of any notice to you to terminate your access to the Site and your account and these Terms. If you do not meet the eligibility requirements as set forth in this Section, we have no obligations to you under these Terms.

2. CHANGES TO THESE TERMS AND THE SITE

CITRI reserves the right to change the terms and conditions of these Terms in its sole discretion at any time. All such changes will be effective when posted on the Site or emailed to you at the e-mail designated in your account. You agree to review the Site periodically for changes. Your continued use of the Site after such changes are made to these Terms and are provided on the Site or emailed to you will indicate your acceptance to such changes.

3. CITRI’S PRIVACY PRACTICES

You understand and agree that CITRI collects information and data, which may include personal data, in connection with your use of the Site. Any information or data that CITRI collects through your use of the Site is subject to the Privacy Policy, which is made a part of and incorporated into these Terms.

4. YOUR ACCESS TO AND USE OF THE SITE

4.1. Limited License

Subject to the terms and conditions of these Terms, CITRI grants you a personal, limited, non-transferable, non-exclusive license to access and use the Site and Content (defined below in Section 4.6). We reserve the right to change or discontinue the CITRI Products, the Content or the Site, in whole or in part, including without limitation, pricing and other product-related policies, and we not be liable to you or any third party in connection therewith. In addition, we may impose limitations on use or restrict access to the Site without notice or penalty.

4.2. Restrictions

You understand and agree that you will not do or attempt to do or cause any third party to do or attempt to do any of the following in connection with your use of the Site:

- frame or utilize framing techniques to enclose the Site or any portion thereof;
- use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Site, Content (except caching or as necessary to view the Site), or the personal information of others without our prior written permission or authorization;
- make any use of the Site or any Content other than for personal use;
- modify, reverse engineer or create any derivative works based upon the Site or any Content;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- intentionally violate any applicable local, state, national or international law;
- transmit, upload, post, e-mail, share, distribute, reproduce, or otherwise make available any software viruses, malware, program, code, file, or other material intended to interrupt, disrupt, alter, destroy, or limit any part of the Site; and/or
- engage or make any unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "spam."

4.3. Registration

In order to access and use certain features of the Site you must create and register a user account. In registering a user account for the Site, you agree to provide and maintain up to date information that is true, accurate, current, up to date, and complete. You agree that you will not (i) create a user account using a false identity or information, (ii) create a user account or use the Site if you have been previously removed or banned by us from use of the Site. You understand and agree

that you are solely responsible for maintaining the confidentiality of and protecting your password to your user account. You are solely responsible for any activity originating from your user account, regardless of whether such activity is authorized by you. You agree to notify us immediately of any unauthorized use of your user account.

4.4. Additional Terms

By agreeing to these Terms, you also acknowledge and agree that when using particular services or materials through or in connection with the Site, you shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions or other operating rules, policies and procedures in addition to those in the terms (“**Additional Terms**”). All such Additional Terms are hereby incorporated by reference into these Terms.

4.5. Accuracy of Information

We attempt to be as accurate as possible when describing the CITRI Products on the Site; however, we do not warrant that the product descriptions, colors, information or other content available on the Site are accurate, complete, reliable, current, or error-free. This Site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information. We apologize for any inconvenience.

4.6. CITRI’s Proprietary Rights

You acknowledge and agree that the content (other than content that may be submitted by Members), materials, text, images, videos, graphics, trademarks, tradenames, service marks, logos, button icons, music, software and other elements available on the Site (the “**Content**”) are the property of CITRI or our licensors and are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. You agree not to remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Site. All of the Site's content is copyrighted by CITRI California, Inc. All rights reserved. **Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site. CITRI reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by CITRI.**

4.7. Feedback and Submissions

CITRI shall be entitled to unrestricted use of any and all comments, suggestions, ideas, notes, drawings, concepts, problems or other information with respect to the CITRI Products, the Content, or the Site disclosed or offered by you to us (collectively, “**Feedback**”). We may use the Feedback for any and all purposes whatsoever, commercial or otherwise, without any payment or other obligation to you or any other person involved with the creation of the Feedback.

5. CITRI SKINCARE CLUB

5.1. CITRI Skincare Club Auto-Replenish Membership

In order to purchase the CITRI Products, you must register an account and apply for membership with CITRI's auto-replenish membership (the "**CITRI Skincare Club**"). As a member of the CITRI Skincare Club, we will deliver a fresh thirty (30) day supply of the CITRI Products ordered by you on a monthly basis. **Your CITRI Skincare Club membership shall continue indefinitely unless you provide CITRI written notice of termination or your membership is otherwise revoked or terminated.** For more information regarding the CITRI Skincare Club please see our CITRI Skincare Club page located here <https://citricalfornia.com/#/replenish>.

5.2. Auto-Replenishment Terms

The CITRI Product(s) you order in connection with your CITRI Skincare Club membership will be automatically sent to you on a monthly basis on the designated shipment date set forth in your CITRI Skincare Club account. **You understand and agree that your payment method will automatically be charged on such designated shipment date of the month in which delivery is to occur in the amount of the then-current retail price for the product on the Site until you cancel your CITRI Skincare Club membership.**

5.3. Cancellation of your CITRI Skincare Club Membership and Auto-Replenish Delivery

To cancel your CITRI Skincare Club membership at any time, you may simply email us at jeff@citricalfornia.com.

5.4. Gift Memberships

If you have purchased CITRI Skincare Club as a membership for a third party ("**Gift Membership**"), the CITRI Skincare Club membership will not be renewed after the applicable number of months purchased by you. All payment and fees for a Gift Membership are due and payable to CITRI upfront. **You cannot cancel a Gift Membership and the pre-paid fee is non-refundable.**

5.5. Revocation of CITRI Skincare Club Membership

We reserve the right to revoke your CITRI Skincare Club membership at any time as a result of a violation of these Terms or the Privacy Policy.

6. TRANSACTIONS; PRODUCTS; ORDERS; PAYMENT TERMS

6.1. Transactions

When you purchase CITRI Products through the Site (each such purchase, a "**Transaction**"), you will be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that you have the legal right to use any

credit card(s) or other payment method(s) utilized in connection with any Transaction. By submitting such information, you grant CITRI the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Any merchandise purchased from our Site will be shipped by a third party carrier to the shipping address provided by you in connection with the applicable Transaction. As a result, title and risk of loss for such merchandise will pass to you upon our delivery to the carrier.

6.2. CITRI Product Descriptions

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any CITRI Products on the Site does not imply or warrant that these products will be available. Certain information may contain pricing errors, typographical errors and other errors or inaccuracies, which we may correct without liability. We also reserve the right to limit quantities purchased by users and to revise, suspend, or terminate an event or promotion at any time without notice (including after an order has been submitted or acknowledged). We do not guarantee that all CITRI Products described on our Site will be available.

6.3. Orders

You agree that by placing an order on the Site, you are entering into a binding contract with CITRI to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the CITRI Products ordered will be used only in a lawful manner.

CITRI reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any CITRI Product; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any CITRI Product or service.

6.4. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

6.5. Products and Services for Personal Use

You represent and warrant that you are buying CITRI Products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

6.6. Payment Terms

If you have purchased CITRI Products through the Site, you shall pay to CITRI the fees specified in the electronic or written purchase order submitted by you to CITRI for such CITRI Products, in accordance with the payment terms specified therein. **All fees are non-refundable and non-returnable.** The fees are exclusive of all applicable sales, use, value-added and other taxes, or other similar charges, and you will be responsible for payment of all such taxes (other than taxes based on CITRI's income), and any related penalties and interest, arising from the payment of the fees, the delivery of the Site, or performance of any services by CITRI.

6.7. Purchase Related Policies and Procedures

Returns and exchanges should be addressed by contacting Jeff Hall at jeff@citricalfornia.com.

7. INDEMNITY

You will indemnify and hold harmless CITRI and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (i) your access to or use of the Site, or (ii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

8. TERMINATION

We reserve the right to deactivate your account or terminate these Terms, at our sole discretion, at any time and without notice or liability to you, if you violate these Terms. Upon any such termination, we may delete your data and any other information related to your account. The following Sections shall survive any termination or expiration of these Terms: 1, 2, 3, 4.2 through 4.7 (inclusive), 5 through 14 (inclusive).

9. DISCLAIMERS

CITRI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THESE TERMS, THE CITRI PRODUCTS, THE SITE, CONTENT, OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY CITRI, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY PURPOSE, OR FITNESS FOR A PARTICULAR PURPOSE.

CITRI DOES NOT WARRANT THAT THE SITE, CITRI CONTENT, OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY CITRI WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY CONTENT OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY CITRI WILL BE CORRECT, ACCURATE, OR RELIABLE.

CITRI PRODUCTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (FDA). CITRI PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE.

YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE BY ANY OF CITRI'S SUPPLIERS. YOU ACKNOWLEDGE AND AGREE THAT IF YOU RELY ON ANY CITRI CONTENT OR THE SITE, YOU DO SO SOLELY AT YOUR OWN RISK.

10. LIMITATION OF LIABILITY

NEITHER CITRI, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CITRI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL CITRI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR THE USE OF THE CITRI PRODUCTS EXCEED (I) THE AMOUNTS YOU HAVE ACTUALLY PAID TO CITRI FOR THE CITRI PRODUCT GIVING RISE TO SUCH CLAIM OR (II) ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT MADE ANY PAYMENT OR DO NOT HAVE ANY PAYMENT OBLIGATIONS TO CITRI, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CITRI AND YOU.

11. APPLICATION OF LIMITATIONS AND DISCLAIMERS TO CONSUMERS

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in the Sections 9 and 10 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in these Terms do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in these Terms shall apply to a consumer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where such consumer is located.

12. AVAILABILITY OF THE CITRI PRODUCTS AND SITE

Information describing the Site is accessible worldwide but this does not mean the Site, the CITRI Products or certain portions thereof are available in your country. We may restrict access to the Site or portions thereof in certain countries. It is your responsibility to make sure that your use of the Site is legal in your country of residence. The Site may not be available in all languages. If at our reasonable determination, you use the Site or any other material or services provided by us to you under these Terms in a manner that violates laws, or creates an excessive burden or potential adverse impact on our systems, in addition

to any of its other rights or remedies, we may, without liability to us, immediately suspend or terminate your access to the Site.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. Governing Law

These Terms will be governed by the laws of the State of California, United States of America without giving effect to any conflict of laws principles.

13.2. Disputes

Except as otherwise set forth in these Terms, you agree that any dispute between you and CITRI arising out of or relating to these Terms, the Site, or any other CITRI products or services (collectively, “**Disputes**”) shall be governed by the provisions set forth in this Section.

13.3. Informal Resolution

Before resorting to formal dispute resolution in accordance with this Section, you agree to first contact us directly at jeff@citricalifornia.com to seek an informal resolution to any Dispute. In the event a Dispute is not resolved within thirty (30) days after submission, you or CITRI may institute arbitration in accordance with the procedures set forth in this Section.

13.4. Dispute Resolution

Any and all Disputes that cannot be resolved through informal resolution in accordance with Section 13.3 above shall be resolved exclusively through final, binding and confidential arbitration and shall take place in San Francisco, California unless otherwise mutually agreed to by the parties. The arbitration shall be conducted under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (AAA) as such rules are then prevailing, provided that the arbitrator and the parties shall comply with the following: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction.

13.5. Opting-Out of Arbitration

YOU MAY OPT-OUT OF THE AGREEMENT TO ARBITRATE BY PROVIDING CITRI WRITTEN NOTICE WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE TERMS. YOUR NOTICE MUST INCLUDE: (I) YOUR FULL NAME (FIRST AND LAST); (II) THE EMAIL ADDRESS YOU USED TO REGISTER YOUR ACCOUNT; AND (III) A CLEAR STATEMENT THAT YOU DECLINE THIS AGREEMENT TO ARBITRATE.

13.6. Exception to Arbitration

Notwithstanding anything in these Terms to the contrary to the extent you have in any manner violated or threatened to violate any of CITRI’s intellectual property rights, CITRI may seek

injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of California, United States of America, without first engaging in arbitration or the informal dispute process set forth in this Section, and you hereby consent to the personal jurisdiction and exclusive venue in such courts.

13.7. No Class Actions

You may only resolve Disputes with CITRI on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS AREN'T ALLOWED UNDER THESE TERMS.

13.8. Venue and Waiver of Jury Trial

In the event that the agreement to arbitrate is found not to apply to you or your claim, you and CITRI agree that any judicial proceeding will be brought in the federal or state courts of San Francisco, California. Both you and CITRI consent to venue and personal jurisdiction there. YOU AND CITRI BOTH AGREE TO WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A JURY TRIAL.

13.9. Time Limitation to Bring Claims

Notwithstanding any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the CITRI products or Site must be filed within one (1) year after such claim or cause of action arose, otherwise that claim or cause of action will be barred forever.

14. GENERAL TERMS

Neither the rights nor the obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. Any waiver, amendment or modification of any provision of these Terms must be in writing and executed by both parties. The failure of either party to exercise any right provided for by these Terms shall not be deemed a waiver of that right. Each party represents and warrants to the other that the execution and delivery of these Terms and the performance of such party's obligations have been duly authorized and that these Terms is a valid and legal agreement binding on the party and enforceable according to its terms. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from these Terms and shall not affect the legality, enforceability or validity of the remainder of these Terms. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in these Terms and its performance shall be construed as creating a joint venture or agency between CITRI and you. CITRI may delegate the performance of any services hereunder to its affiliates and contractors. These Terms, the Privacy Policy, and the Additional Terms constitute the entire agreement between the parties regarding the subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described herein. Any notice to you may be provided by email to the email address designated in your user account. The headings of the Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to." Any delay in performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

15. QUESTION OR ADDITIONAL INFORMATION

If you have any questions regarding these Terms, please send an email to jeff@citricalfornia.com.