

TERMS AND CONDITIONS

Last Updated: March 2, 2023

This website is operated by Davies Group, Inc. (hereinafter, “**Davies**”, “**We**”, or “**Us**”). These terms and conditions (the “**Terms**”) govern your access to the Davies website <https://daviespharm.com/> and any other mobile applications, web services owned, controlled, or offered by Davies now or in the future (all collectively referred to as, the “**Services**”). The term “**You**” or “**User**” shall refer to any individual that views, uses, accesses, browses or submits any content or material to the Services.

These Terms are important and affect your legal rights, so please read them carefully. Note that these Terms contain a **mandatory arbitration provision** that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

The Services are offered to you conditioned on your acceptance without modification of Terms contained herein. Certain features, services or tools of the Services may be subject to additional guidelines, terms, or rules, which will be posted with those features and are a part of these Terms. Your use of the Services constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING, USING, CONSUMMATING A FINANCIAL TRANSACTION, OR BROWSING THE SERVICES, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

PRIVACY POLICY

Your use of the Services is subject to the Davies Privacy Policy. Please review our [Privacy Policy](#), which also governs the Services and informs Users of our data collection practices.

1. USE OF OUR SERVICES

Davies is a biotechnology and pharmaceutical research and development company primarily focused on neurological and psychotic diseases cosmetic products.

Subject to your compliance with its obligations under these Terms, we will provide you with access to the Services. Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if for any reason our Services are unavailable at any time or for any period.

You must be eighteen (18) years or over in order to use the Services.

2. ACCESS TO THE SERVICES

We shall use commercially reasonable efforts to ensure the availability of the Services, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond our reasonable control, including without limitation, (i) a force majeure event; (ii) Internet host, webhosting, cloud computing platform, or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of your computer systems or networks; or (iv) any breach by of these Terms by you.

3. TERMINATION OR SUSPENSION OF SERVICES

Davies reserves the right to refuse or suspend access to any user, for any reason or no reason, and without any notice. Davies may suspend your use of the Davies Services or any portion thereof if Davies believes that you have breached these Terms, or for any other reason, at its sole discretion. You agree that any termination of your access to the Davies Services may be without prior notice, and you agree that Davies will not be liable to you or any third party for any such termination. Where needed, We reserve the right to alert local law enforcement authorities about suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services.

4. PROHIBITED USES

Use of the Services is limited to the permitted uses expressly authorized by Us. Any violation of this Agreement by You, as determined by Davies in its sole discretion, may result in the termination of your access to the Services. **The Services shall not be used to:**

- (a) Harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- (b) Engage in any unlawful, fraudulent, or deceptive activities;
- (c) Misrepresent the source, identity, or content of information transmitted via the Services;
- (d) Use technology or other means to access unauthorized content or non-public spaces;
- (e) Use or launch any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
- (f) Attempt to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (g) Probe, scan, or test the vulnerability of the Services or any system or network; use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
- (h) Use the Services in connection with hazardous environments requiring fail-safe performance or any application in which the failure or inaccuracy of that application or the Services could lead to death, personal injury, or physical or property damage;
- (i) Modify the Services in any manner or form; use or develop any application that interacts with the Services or provides access to other users' content or information without our written permission; or use modified versions of the Services, including to obtain unauthorized access to the Services;
- (j) Attempt to damage, disable, overburden, or impair our servers or networks;
- (k) Attempt to gain unauthorized access to the Services, or any part of it, other accounts, computer systems or networks connected to Davies, or any part of it, through hacking, password mining or any other means, or interfere or attempt to interfere with the proper working of or any activities conducted on the Services;
- (l) Display the Services or profile data on any external display or monitor or in any public setting without obtaining the prior consent of all participants. Furthermore, you may not display the Services or profile data on any external display or monitor or in any public setting in a manner that infringes on the intended use of the Services;
- (m) Encourage the commission or encouragement of any illegal purpose, or in violation of any local, state, national, or international law, including laws governing criminal acts, prohibited or controlled substances, intellectual property and other proprietary rights, data protection and privacy, and import or export control; or
- (n) violate these Terms in any manner;

5. INTELLECTUAL PROPERTY RIGHTS

You are granted a non-exclusive, non-transferable, revocable license to access and use the Services strictly in accordance with these Terms. As a condition of your use of the Services, You warrant to Us that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

All content included as part of the Services, such as text, graphics, videos, logos, images, as well as the compilation thereof, and any software used on the Services, is the property of Davies or

its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Services. Our content is not for resale. Your use of the Services does not entitle you to make any unauthorized use of any protected content, and in particular You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Davies and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of Davies or our licensors except as expressly authorized by these Terms.

6. DMCA NOTICE AND TAKEDOWN POLICY

Davies respects intellectual property rights and expects its users to do the same. If you are a copyright owner or an agent thereof, and you believe that any content hosted on any of the Services infringes Your copyrights, then you may submit a notification by providing Davies' Designated Copyright Agent with the following information in writing:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works on the applicable Services are covered by a single notification, a representative list of such works on the applicable Services;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to Davies to locate the material; Information reasonably sufficient to permit Davies to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, "I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law."); and
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an

exclusive right that is allegedly infringed (for example, "I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is allegedly infringed by the aforementioned content.").

Davies Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Davies Group, Inc.
3561 Sunrise Drive
Crown Point, IN 46307
Attention: Copyright Claims

For clarity, only notices under this section should go to the Davies Designated Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. Please note that under Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

7. FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Davies or the Services (collectively, "**Feedback**"). Feedback is non-confidential and shall become the sole property of Davies. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. LINKS TO THIRD PARTY WEBSITES/THIRD-PARTY SERVICES

The Services may contain links to other brands or services ("**Linked Website**"). The Linked Websites are not under our control, and We are not responsible for the contents of any Linked Websites, including without limitation any link contained in a Linked Website, products or merchandise sold through the Services, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply our endorsement of the services or any association with its operators. Certain services made available through the Services are delivered by third parties and organizations and these Terms do not apply to any Linked Website. By using any product, service or functionality originating from the Services, you hereby acknowledge and consent that We may share such information and data with any third party with whom We have a contractual relationship to provide the requested product, service or functionality on behalf of Davies and customers.

To the fullest extent permitted by applicable law, you hereby release and forever discharge Us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right,

obligation, liability, action and cause of action of every kind and nature (Including personal injuries, emotional distress, identity theft, death, and property loss and damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, (a) any interactions with, or act or omission of, or user content provided by, other Users of the Services or (b) any third-party site, products, services, and links included on or accessed through the Davies Services. If you are a California resident, you hereby waive California civil code section 1542 in connection with the foregoing, which states: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor" resolving any disputes.

9. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Services that may contain typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Services, except as required by law. No specified update or refresh date applied in the Services, should be taken to indicate that all information in the Services has been modified or updated.

WE DO NOT REPRESENT, WARRANT OR OTHERWISE ENDORSE THAT THE SERVICES OR ANY CONTENT, INFORMATION OR SERVICES THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH THE SERVICES ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

10. ELECTRONIC COMMUNICATIONS

Using the Services or sending emails to us constitutes electronic communications. If you provide us with your email address through our contact form, you consent to receive electronic communications from us and you agree that all agreements, notices, disclosures and other communications that We provide to you electronically, via email and on the Services, satisfy any legal requirement that such communications be in writing.

11. INDEMNIFICATION

WITH THE EXCEPTION OF DAVIES' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DAVIES, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ITS THIRD-PARTY SERVICE PROVIDERS, FROM ALL ACTUAL OR THREATENED THIRD-PARTY CLAIMS PROCEEDINGS, SUITS, LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR BASED ON (A) YOUR USE OF, OR INABILITY TO USE, THE SERVICES, (B) YOUR BREACH OF THE REPRESENTATIONS MADE UNDER THESE TERMS, (C) YOUR

VIOLATION OF THESE TERMS, (D) YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY OR (E) YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

12. HARM FROM COMMERCIAL USE

You agree that the consequences of commercial use or re-publication of content or information from the Services may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that We will be entitled to temporary and permanent injunctive relief to prohibit such use.

13. DISCLAIMERS; NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY DAVIES, THE SERVICES AND THE INFORMATION CONTAINED ON SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DAVIES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND INFORMATION CONTAINED THEREIN. DAVIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. DAVIES DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by Us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAVIES OR ANY OF ITS OWNERS, EMPLOYEES, OFFICERS, AGENTS, AFFILIATES, AND SUBSIDIARIES (“**RELEASEES**”) BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. NEITHER DAVIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS

OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

In no event will Davies, its subsidiaries and/or insurers aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of (i) the amounts you have paid for the Services, if applicable, in the twelve (12) month period prior to the event giving rise to the liability, or (ii) US \$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DAVIES AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

15. INFORMAL DISPUTE RESOLUTION

You and Davies agree that any dispute that has arisen or may arise between Us relating in any way to Your use of or access to the Services, any validity, interpretation, breach, enforcement, or termination of this Agreement, or otherwise relating to Davies in any way (collectively, "**Covered Dispute Matters**") will be resolved in accordance with the provisions set forth in this Section.

If You have any dispute with Us, you and Davies agree that before taking any formal action, contact us at contact@daviespharm.com and provide a brief, written description of the dispute and your contact information (including your email address) and allow sixty (60) days to pass, during which We will attempt to reach an amicable resolution of any issue with you.

16. MANDATORY ARBITRATION – IMPORTANT INFORMATION ABOUT YOUR RIGHTS

BY AGREEING TO THE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST DAVIES ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION AGREEMENT. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST DAVIES, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT DAVIES BY SOMEONE ELSE.

(a) **Arbitration Procedure.** You and Davies agree that any dispute, claim, or controversy arising out of or relating to (i) these Terms or the existence, breach, termination, enforcement,

interpretation or validity thereof, or (ii) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms will be settled by binding arbitration between you and Davies, and not in a court of law. The arbitration shall be administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this Arbitration Agreement. The parties agree that the arbitrator ("**Arbitrator**"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, ("**FAA**"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Indiana. The Arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY. This Arbitration Agreement shall survive the termination of these Terms.

- (b) **Exceptions to Our Agreement to Arbitrate Disputes.** There are only two exceptions to this Agreement to arbitrate: (i) if either party reasonably believes that the other party has in any manner violated or threatened to infringe the intellectual property rights of the other party, the party whose rights have been violated may seek injunctive or other appropriate interim relief without bond in any court of competent jurisdiction or (ii) each party will retain the right to seek relief in a small claims court for disputes or claims within the scope of the jurisdiction of such courts.
- (c) **Who Bears the Costs of Arbitration?** You and Davies agree that payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules unless otherwise stated in this Agreement to arbitrate. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or without merit, you agree that Davies is relieved of its obligation to reimburse you for any fees associated with the arbitration.
- (d) **Future Amendments to the Agreement to Arbitrate.** Notwithstanding any provision in this Agreement to the contrary, You and We agree that if We make any amendment to this

Agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Davies prior to the effective date of the amendment. However, the amendment shall apply to all other disputes or claims governed by the Agreement to arbitrate that have arisen or may arise between you and Davies. If You do not agree to these amended terms, you shall not access or use the Services, and the revised terms will not bind you.

- (e) **Judicial Forum for Legal Disputes.** If the Agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to arbitrate, as a result of a decision by the arbitrator or court order, you agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between you and Davies must be resolved exclusively by a state or federal court located in Lake County, Indiana. You and Davies agree to submit to the exclusive personal jurisdiction of the courts situated in Lake County, Indiana for the purpose of litigating all such claims or disputes.
- (f) **Arbitration Opt-Out Procedure.** If you are a new user, you can choose to reject the agreement to arbitrate provision by emailing us an opt-out notice to contact@daviespharm.com ("**Opt-Out Notice**"). The Opt-Out Notice must be received no later than thirty (30) days after the date you accept the terms of this Agreement for the first time. If you are not a new user, you have until thirty (30) days after the posting of the new terms to submit an arbitration opt-out notice. To opt-out, you must email your name, address (including street address, city, state, and zip code), email address to which the opt-out applies, and an unaltered digital image of your valid driver's license to contact@daviespharm.com. This procedure is the only way. You can Opt-Out of the Agreement to arbitrate. If you Opt-Out of the Agreement to arbitrate, all other parts of this Agreement and this Disputes Section will continue to apply to you. Opting out of this Agreement to arbitrate does not affect any previous, other, or future arbitration agreements that you may have with Davies. By agreeing to this agreement, you now irrevocably waive any right you may have (i) to a court trial (other than small claims court as provided above), (ii) to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding filed against Us and/ or related third parties, and (iii) to a trial by jury even if any arbitration is not required under this agreement. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the site, services, or this agreement must be filed within one (1) year after such claim or cause of action arises, or it will be forever barred.
- (g) **Applicable Law.** You and We agree that United States federal law, including the Federal Arbitration Act, and (to the extent not Inconsistent with or pre-empted by federal law) the laws of the State of Indiana, without regard to conflict of laws principles, will govern all Covered Dispute Matters. Such body of law will apply regardless of Your residence or the location of where You use the Services.

17. CLASS ACTION WAIVER

Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

18. ENTIRE AGREEMENT

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Us with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Us.

19. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Services is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor of the Services, or by anyone who may be informed of any of its contents.

20. CHANGES TO TERMS

We reserve the right, in our sole discretion, to change the Terms under which the Services is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates. We may alter or amend our Terms by giving you reasonable notice. By continuing to use the Services after expiry of the notice period or accepting the amended Terms (as We may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.

21. RELATIONSHIP BETWEEN THE PARTIES

The parties are independent contractors and nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other. Each Party has sole responsibility for its activities and its personnel and shall have no authority and shall not represent to any third party that it has the authority to bind or otherwise obligate the other party in any manner.

22. SEVERABILITY

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

23. FORCE MAJEURE

We shall be excused from performance under these Terms of Use, to the extent We are prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Davies.

24. EXPORT CONTROLS

The Services originate in the United States and are subject to United States export laws and regulations. The Services may not be exported or re-exported by you to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Services may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Services.

25. NOTICE TO CALIFORNIA RESIDENTS

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

26. MISCELLANEOUS

These Terms constitute the entire agreement between you and Us relating to your access to and use of the Services. When you purchase any services from Davies, the Services are controlled and operated from within the United States. Without limiting anything else, We make no representation that the Services, information or other materials available on, in, or through the Services are applicable or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Services from other locations do so on their own volition and are responsible for compliance with applicable laws. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. The waiver or failure of Davies to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of

any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

CONTACT US

We welcome your questions or comments regarding these Terms:

Davies Group, Inc.

By Mail:

3561 Sunrise Drive
Crown Point, IN 46307

By Email:

contact@daviespharm.com