

PURCHASE AND USE DISCLAIMERS AND NOTICES AGREEMENT

THE FOLLOWING PURCHASE AND USE DISCLAIMERS AND NOTICES AGREEMENT (“Agreement”) GOVERNS YOUR USE OF ALL ARTICLES, CONTENT, AND PRODUCT THAT YOU PURCHASE FROM THE GIPSY WITCHES, LLC (collectively known as “Materials”) AND ALL INFORMATION THAT THE GIPSY WITCHES, LLC PROVIDES YOU (“Information”). PLEASE READ THE AGREEMENT CAREFULLY BEFORE PURCHASING ANY MATERIALS OR RECEIVING ANY INFORMATION FROM THE GIPSY WITCHES, LLC. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY THE GIPSY WITCHES, LLC TO USE THESE MATERIALS OR INFORMATION. BY PROCEEDING TO PURCHASE AND USE THESE MATERIALS AND INFORMATION, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. UNLESS OTHERWISE STATED, ANY MENTION OF OR REFERENCE TO “THE GIPSY WITCHES, LLC” IN THIS AGREEMENT SHALL INCLUDE ITS PARENT, SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, INTERNS, AGENTS, PREDECESSORS, SUCCESSORS, AND ASSIGNS.

1. Disclaimer and Notices Agreement

This Agreement contains the terms, covenants, conditions, and provisions (the “Terms and Conditions”) upon which you (the “User,” “You,” or “Your”) may use any Materials or Information You purchase from or receive from The Gipsy Witches, LLC.

2. Accepting the Terms and Conditions

By purchasing and using Materials or Information, You indicate that You understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract and equally binding, and that You accept such Terms and Conditions and agree to be legally bound by them. The Gipsy Witches, LLC reserves the right to change, at its discretion, the Terms and Conditions under which the Materials or Information it offers are extended to You. Your continued use of the Materials or Information following such modifications will be conclusively deemed acceptance by You of any changes to these Terms and Conditions.

3. Intellectual Property Rights

All Materials and Information, unless otherwise indicated, are protected by law including, but not limited to, United States copyright and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, The Gipsy Witches, LLC does not grant any express or implied right to You. The Materials and Information are Copyright © **2023 The Gipsy Witches, LLC. All Rights Reserved.** The Gipsy Witches, LLC, and all other names, logos, and icons identifying The Gipsy Witches, LLC and its Materials and Information are proprietary marks of The Gipsy Witches, LLC. All other product names, company names, and other marks are trademarks of their respective owners. Nothing in these Terms and Conditions grants You any right to use any trademark, service mark, logo, and/or trade name of The Gipsy Witches, LLC, or colorable imitations thereof.

4. Disclaimer of Warranty and Limitation of Liability

(a) Use of the Materials and Information is entirely at Your own risk and is subject to all applicable state, national, and international laws and regulations.

(b) ALL MATERIALS AND INFORMATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE GIPSY WITCHES, LLC EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

(c) THE GIPSY WITCHES, LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE MATERIALS; (II) YOUR USE OF THE INFORMATION; OR (III) ANY MATERIALS OR INFORMATION AVAILABLE FROM OR RECEIVED THROUGH THE GIPSY WITCHES, LLC. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

(d) THE GIPSY WITCHES, LLC DOES NOT GUARANTEE THAT: (I) THE MATERIALS OR INFORMATION WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS IN THE MATERIALS OR INFORMATION WILL BE CORRECTED; (III) THE MATERIALS AND INFORMATION WILL BE FREE OF HARMFUL MATERIALS; OR (IV) THE MATERIALS AND INFORMATION WILL MEET YOUR EXPECTATIONS. YOU USE THE MATERIALS AND INFORMATION SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(e) Some Materials and Information may create an unreasonable risk for Users who choose to use the Materials or Information in their own activities or for their own purposes or to promote the Information for use by third parties. The Gipsy Witches, LLC shall not be, in any way whatsoever, responsible for Your use of the Materials or Information. Please take all steps necessary to ascertain that any Materials are free from harmful materials and that any Information is correct and has been verified. The Gipsy Witches, LLC may not be qualified to provide You with complete information or to inform You about adequate safety precautions and other measures to prevent injury, or other damage to Your person, property, or reputation in regard to Materials or Information or use of these by You. If You need specific advice (e.g., medical or legal), please seek and consult with a professional licensed and knowledgeable in that area.

5. FDA Disclaimers

(a) No Materials or Information have been evaluated by the Food and Drug Administration (“FDA”) nor has the efficacy or safety of these Materials or correctness of Information been confirmed by FDA-approved research.

(b) No Materials or Information are intended to diagnose, treat, mitigate, cure, or prevent any disease. Always consult with Your physician before using any Materials or Information, especially if You have a medical condition, use prescription medications, and/or are currently pregnant or nursing.

(c) No Materials are intended for consumption nor do they possess any specific nutritional value.

(d) Materials and Information are not intended for use by persons under the age of 18.

(e) Materials and Information should be used only in ways consistent with any stated purpose that may be attached to those Materials or Information. Any information provided by The Gipsy Witches, LLC

regarding Materials or Information is intended to provide general information and is not to be construed as medical or legal advice or instruction.

(f) The Gipsy Witches, LLC makes no promises of any phenomena or outcome attributed to any Materials or Information.

(g) All Materials and Information that contain or concern ritual spell items or other magical powers are intended as curios only, are offered solely for entertainment or educational purposes, and are not guaranteed to provide any specific abilities or results.

6. License Grant

This Agreement provides You with a personal, revocable, nonexclusive, nontransferable license to use the Materials or Information conditioned on Your continued compliance with the Terms and Conditions of this Agreement. You may use Materials and Information solely for personal and noncommercial use, provided that all use by you or third parties contains all copyright and other applicable notices contained in such Materials and Information. As a further condition of use of the Materials and Information, You warrant to The Gipsy Witches, LLC that You will not use the Materials or Information for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions.

7. Third-Party Web Sites, Services, and Products

The Materials and Information may contain or include links or references to third-party websites that The Gipsy Witches, LLC does not own or control. You may also need to use a third-party's service or product in order to use some of The Gipsy Witches LLC Materials or Information. When You access or use these third-party websites, services, or products, You do so at your own risk. THE GIPSY WITCHES, LLC MAKES NO WARRANTY OF ANY KIND IN CONNECTION WITH ANY THIRD-PARTY SITE OR ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIALS AVAILABLE THROUGH ANY THIRD PARTY. The Gipsy Witches, LLC does not endorse, and shall not be liable in connection with, the content, the accuracy of the information, or quality of services or products advertised on any third-party web sites or provided by any third party. Use of third-party sites is at Your own risk.

8. Indemnification

You agree to defend, indemnify, and hold harmless The Gipsy Witches, LLC from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from Your use (or misuse) of the Materials or Information, any breach by You of this Agreement, or any other matter for which You are responsible hereunder or under law.

9. Governing Law & Dispute Resolution

(a) This Agreement shall be construed and governed by the internal laws of the state of Missouri (irrespective of its choice of law principles).

(b) You and The Gipsy Witches, LLC mutually agree that any controversy, conflict, dispute, or claim under statutory or common law arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration; and this agreement to arbitrate shall be valid, irrevocable, and enforceable, except when there exists sufficient cause at law or in equity for the avoidance of written contracts generally; and

this agreement to arbitrate shall survive expiration, termination, or rescission of this Agreement; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) You and The Gipsy Witches, LLC mutually agree that The Gipsy Witches, LLC shall be responsible for choosing a single arbitrator; arbitration shall be conducted in Missouri; and the parties shall bear their own individual expenses for initiating arbitration but that the prevailing party in any arbitration concerning this Agreement shall be entitled to arbitrator's expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration, which shall be paid as provided in the award. You and The Gipsy Witches, LLC mutually agree that the arbitrator shall not have any authority to change any term(s), provision(s), condition(s), or obligation(s) of this Agreement by additions, subtractions, or alterations of the Agreement's term(s), provision(s), condition(s), or obligation(s) nor shall the arbitrator exceed his or her authority either by determining a matter not submitted to him or her or by not following the rules established by this Agreement concerning arbitration. You and The Gipsy Witches, LLC mutually agree that the arbitrator shall appoint a time and place for the hearing and cause notification to the parties to be served personally or by registered mail not less than five (5) days before the hearing and that any appearance at the hearing waives such notice. You and The Gipsy Witches, LLC mutually agree that the arbitrator may adjourn the hearing from time to time as necessary and, on request of a party and for good cause or upon the arbitrator's own motion, may postpone the hearing to a time not later than the date fixed by this Agreement for making the award unless the parties mutually consent to a later date. The arbitrator may hear and determine the controversy upon the evidence produced notwithstanding the failure of a party duly notified to appear and, if necessary, a court on application may direct the arbitrator to proceed promptly with the hearing and determination of the controversy. You and The Gipsy Witches, LLC further mutually agree that the parties are entitled to be heard, to present evidence material to the controversy, to cross-examine witnesses appearing at the hearing, and to be represented by counsel at the hearing. All parties agree that, subject to the provisions and conditions by this Agreement for vacating an award, the decision of the arbitrator will be binding and is the exclusive remedy.

(d) You and The Gipsy Witches, LLC mutually agree that the award shall be made within 30 days after the hearing concludes; that the award shall be in writing and signed by the arbitrator; that the arbitrator shall deliver a copy to each party personally or by registered mail; that the award may include monetary relief and/or an order for specific performance; that although the award need not address individually each point of the submission, the arbitrator must consider each issue submitted for the award to be adequate and the award must resolve the entire controversy submitted; and that the parties may apply to the court for confirmation of the arbitrator's award.

(e) You and The Gipsy Witches, LLC mutually agree that upon application of a party, the court may vacate an award for the following reasons:

- (1) The award was procured by corruption, fraud, or other undue means. However: A mistake of law or a mistake of fact, gross errors by the arbitrator, and award amounts in excess of what a court would have awarded are not sufficient reasons, *per se*, to vacate an award. To warrant vacating an award for fraud, the fraud must appear on the face of the award.

(2) There was evident partiality by an arbitrator appointed as a neutral or corruption in the arbitrator or misconduct prejudicing the rights of any party. However: An arbitrator's relationship with a party, *per se*, shall not be evidence of partiality. Because it is not unusual for the arbitrator to know one or both of the parties or to have business contacts with them, the dividing line is where the relationship is significant enough to suggest that it would interfere with the arbitrator's fairness. And although the arbitrator's conduct of a hearing also may be evidence of partiality if that conduct reveals the requisite bias, the party charging partiality must allege specific acts of the arbitrator which are evidence of the bias. Where the party has knowledge of facts indicating partiality but does not challenge the arbitrator's partiality until after the award is issued, the challenge will be waived. To mitigate against the natural tendency to see partiality in an arbitrator only after an adverse award, the party must ask the arbitrator to disqualify him- or herself as soon as there is evidence of partiality.

(3) The arbitrator exceeded his or her power or authority. The arbitrator exceeds his or her power or authority when he or she determines a matter not submitted to him or her; fails to follow the rules for arbitration established by this Agreement; fails to resolve each issue submitted; allows a third party to participate in a hearing when that third party was not a party to the arbitration agreement; or disregards the parties' directives or makes an award not contemplated by the agreement. However: Exercising discretion in the making and implementing of procedural and evidentiary rules for arbitration (insofar as these discretionary rules by the arbitrator do not replace or displace the rules for arbitration established by this Agreement) is not, without evidence of other violations as enumerated in this Agreement or by law, exceeding power or authority.

(4) The arbitrator refused to postpone the hearing upon sufficient cause being shown therefor or refused to hear evidence material to the controversy or otherwise so conducted the hearing, contrary to the rules of this Agreement or the law, as to prejudice substantially the rights of a party.

(f) You and The Gipsy Witches, LLC mutually agree that any and all arbitration shall be individualized rather than class or collective action, and any controversy, conflict, dispute, or claim under statutory or common law arising out of or relating to this Agreement, or the breach thereof shall be heard in separate proceedings.

(g) You and The Gipsy Witches, LLC mutually agree that any arbitration proceedings shall be regarded as settlement negotiations and any communication relating to the subject matter of such disputes made during the resolution process by any participant, arbitrator, conciliator, mediator, or any other person present at the dispute resolution shall be a confidential communication. You and The Gipsy Witches, LLC further mutually agree that no admission, representation, statement, or other confidential communication made in setting up or conducting such proceedings not otherwise discoverable or obtainable shall be admissible as evidence or subject to discovery and no person who serves as an arbitrator, conciliator, or mediator, nor any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the arbitration, conciliation, or mediation.

(h) If the aforementioned agreement to arbitrate or its application is invalid or unenforceable, You and The Gipsy Witches, LLC mutually agree that any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury in Missouri. You and The Gipsy Witches, LLC mutually agree to waive any right to a jury trial in any such proceeding.

(i) This arbitration agreement notwithstanding, You agree that in the event of any breach or threatened breach of this Agreement by You, The Gipsy Witches, LLC may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect The Gipsy Witches, LLC against any such breach or threatened breach.

10. Waiver

Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by The Gipsy Witches, LLC of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

11. Severability

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

12. No Agency

No joint venture, partnership, employment, or agency relationship exists between You and The Gipsy Witches, LLC as a result of this Agreement or Your utilization of the Materials or Information.

13. No Rights or Benefits

This Agreement is not intended to, and does not, create any right, benefit, trust, or responsibility, substantive or procedural, enforceable at law or in equity by any party against The Gipsy Witches, LLC.

14. Entire Agreement/Reservation of Rights

These Terms and Conditions represent the entire agreement between You and The Gipsy Witches, LLC with respect to Your purchase and use of the Materials and Information, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and The Gipsy Witches, LLC with respect to the Materials and Information. Any rights not expressly granted herein are reserved.

15. Contact Information

If you have any questions about the Terms and Conditions, please email us at: thegipsywitches@protonmail.com.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES