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**A. TERMS APPLICABLE TO ALL USERS**

**Overview**

Root Economy, L.L.C. (referred to as "us" or "we") provides the rooteconomy.com site and various related services (together referred to as this "site" or "Site") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

For users who are registered with the Website, your use of the Website shall be subject to (i) certain designated terms (see Section B below) in addition to those terms applicable to all users, (ii) shall be further conditioned on your clicking to accept or agreeing to the Terms of this agreement, where this option is available to you or (iii) by using the services provided by the Website. In this case, you acknowledge and agree that your use of the Website will be treated as acceptance of these Terms by **Root Economy, L.L.C. and rooteconomy.com** from that point forward.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

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**Changes To Terms**

These Terms of Use are effective as of March 1, 2015. **Root Economy, L.L.C.**may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

**Description of Services**

We make various services available on this site including, but not limited to, an online marketplace for purchasers and sellers of local food . Fees for the various services are set out in the service fees described elsewhere in this site. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based, free services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, non-delivery, mis-delivery or failure to store any user communications or personalization settings.

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1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

3.  Transmitting information that violates any applicable federal, state, or local laws, rules or regulations, including any governmental agency guidelines, policies or procedures, including those promulgated by the Securities Exchange Commission or the Financial Institution Regulatory Agency, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

4.  That would constitute fraud;

5. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

6. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

7. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

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**Separate Agreements**

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(b)   Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.

(c)    Terminate a Member's access to any or all Public Areas and/or the **Root Economy, L.L.C.**Site upon any breach of these Terms of Use.

(d)   Monitor, edit, or disclose any communication in the Public Areas.

(e)    Edit or delete any communication(s) posted on the **Root Economy, L.L.C.**Site, regardless of whether such communication(s) violate these standards.

**Root Economy, L.L.C.**reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. **Root Economy, L.L.C. has no liability or responsibility to users of the Root Economy, L.L.C. website or any other person or entity for performance or nonperformance of the aforementioned activities.**

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Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any **Root Economy, L.L.C.**confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Columbus, Ohio USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

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All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at service@rooteconomy.com, if by email, or at Root Economy, L.L.C., 117 Thevintree Drive, Galloway, Ohio 43119 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

**Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

**Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any other party, and any purported attempt to do so shall be null and void. We may free assign our rights and obligations under these Terms of Use.

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If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

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