

## AYR RETAIL BENEFITS PROGRAM TERMS & CONDITIONS

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*These terms and conditions (the “Terms”) govern the following loyalty programs of Ayr Wellness, Inc. and its affiliates and subsidiaries: Welcome Back Rewards. These Terms may be revised at any time to include other loyalty programs of Ayr Wellness, Inc. and its affiliates and subsidiaries, upon prior notice to participants and/or members of those programs.*

### 1. Membership & Eligibility

#### *Generally*

The Ayr Retail Benefits Program (“Program”) is a benefits program offered by Ayr Wellness, Inc., and any and all affiliates and subsidiaries, including but not limited to Ayr Cannabis Dispensary, AYR Dispensary, Ayr Cannabis, and The Dispensary (each an “Ayr Retailer,” collectively, “Ayr”) to its medical patients and recreational customers located in the U.S. Membership in the Program (“Membership”) is limited to individuals only and is limited to one (1) account per individual per Ayr Retailer. You must be at least 18 years or older for medical patients, and 21 years or older for recreational customers, and a legal resident of the United States to be eligible for Membership. Employees of Ayr are not eligible to participate in this Program or to earn Benefits (as defined herein). BY APPLYING FOR MEMBERSHIP IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS.

Ayr values your privacy. BY SUBMITTING AN APPLICATION FOR MEMBERSHIP IN THE PROGRAM, YOU AGREE TO BE BOUND BY AYR'S APPLICABLE PRIVACY POLICY (click [here](#)) AND OUR WEBSITE TERMS OF USE (click [here](#)). As is explained in our Privacy Policy, we use, and retain the information we collect to, among other things, detect security incidents, and protect against malicious, deceptive, fraudulent, or illegal activity, including attempts to manipulate Points and/or Benefits or to violate these Terms.

**NOTICE OF AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER.** BY ACCEPTING THESE TERMS, YOU ARE AGREEING TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER CONTAINED IN SECTION 7(b) OF THESE TERMS.

## ***Communications***

To sign up for Membership in the Program, you must opt-in and agree to receive email advertising and marketing materials, and you will automatically be subscribed to receive Program emails.

Additionally, you may opt-in to receive marketing/transactional messages via push notifications and/or text alerts. If you provide your wireless phone number to Ayr, you expressly consent to receive informational and marketing calls and text messages from Ayr, including sent by automated or prerecorded means, to the number provided above. Consent is not a condition of purchase or entry into the Program. Consent may be revoked at any time by following the steps outlined above. Your wireless carrier's standard message and data rates may apply.

Ayr offers access to Program messages and general marketing/transactional messages via recurring SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts. Enrollment in text alerts requires a customer to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive messages from Ayr, you agree to these terms and conditions, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the service will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment in this service.

The Ayr text alert programs are offered on an "as is" basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. Ayr may change or discontinue any of its text alert programs without notice or liability to you. Ayr and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any Ayr text alert program or from technical failures or delays of any kind. Ayr reserves the right to cease delivery of text alerts to any person at any time in its sole discretion. Carriers are not liable for delayed or undelivered messages.

If you do not wish to receive these communications, you can request that they be discontinued at any time by: (1) clicking the "unsubscribe" button in the Program emails or replying STOP in SMS communications, (2) updating your client profile (click the link to your applicable Ayr Retailer: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr Cannabis](#), and [The Dispensary](#)), (3) informing the store manager or employees in person or by calling your local store directly (you can find your local dispensary phone number by clicking on your respective state on our Retail page [here](#)), or (4) adjusting your communications preferences in your loyalty wallet at the "Messaging and Notifications Settings" page (click the link to your applicable Ayr Retailer: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr Cannabis](#), and [The Dispensary](#)).

## **2. Membership Tiers; Earning Points**

### ***Membership Tiers Generally***

There are various tiers of membership in the Program: **Neighbor, Friend, and Family** (each, a "**Membership Tier**"). All Membership Tiers enjoy a variety of benefits made available by Ayr in its sole discretion ("**Benefits**"). To the extent Ayr offers additional tiers to its most active Members (as defined herein), Ayr will specify the relevant Benefits at the time a Member is admitted to that higher tier. Ayr may, in its sole discretion, alter, limit, or modify the tier rules, regulations, Benefits, eligibility for Membership,

or any other feature of a particular tier, or may terminate a particular tier at any time in its sole discretion, without prior notice except as expressly set out in these Terms or required by applicable law.

The following chart provides a high-level summary of each Membership Tier and its respective Benefits, some of which are discussed further below:

	Tier 1	Tier 2	Tier 3
<b>Spend Threshold</b>	\$0 - \$500	\$501 - \$2,000	\$2,001 - \$5,000
<b>Points Earned</b> Accumulated based on spend and increase in earn rate with each tier.  Expire after 180 days of inactivity.	\$1 = 2 points	\$1 = 4 points	\$1 = 6 points
<b>Points Redemption</b> \$ off discounts	Points valued at 1% of sales and can be redeemed in increments of 500, with a cap of 5,000 (or \$50) redeemed per visit. (i.e. every 500 points = \$5 off). Customer can choose when to apply and can be stacked on top of promos.		
<b>Always on Rewards</b>	Sign Up Reward – 500 pts Birthday Reward – 2,000 pts Refer a Friend – 1,000 points for the referrer; 500 points for the friend Annual Loyalty Anniversary – 500 pts		

### ***Neighbor***

All Program members (“**Members**”) automatically begin as Neighbor Members upon enrollment, unless at the time of Program launch a Member carried over prior program points or status based on historical spend that qualify the Member for a higher Membership Tier, as determined by Ayr in its sole discretion. Subject to removal from the Program (as explained in Section 6 below), a Member will remain a Neighbor Member indefinitely unless the minimum annual spend threshold required to achieve Friend, Family or other Membership Tier status is met (as described below).

### ***Friend***

Friend status is conferred on Members who achieve an annual spend between \$501 and \$2,000 during the current or preceding loyalty year (January 1st - December 31st) (“Loyalty Year”).

### ***Family***

Family status is conferred on Members who achieve an annual spend between \$2,001 and \$5,000 during the current or preceding Loyalty Year.

## ***Earning Points***

Under the Program, Members in each Membership Tier will accumulate point(s) (each, a “**Point**”) for every U.S. dollar spent on fulfilled orders of merchandise at varying rates depending on Membership Tier (“**Earn Rate**”) as further detailed in the chart above. In other words, the more you spend, the higher your Membership Tier and the higher your Earn Rate. You must provide your registered e-mail address and phone number at the time of purchase to receive your Point(s) from that purchase. A Member’s Points will automatically be updated (and total Score reflected) in the Member’s account (“**Account**”) within 24 hours of the qualifying purchase. Points previously attributed to your Account will be removed if the order that resulted in such Points is cancelled or returned.

Points have no cash value and are never redeemable for cash, for another product, for gift cards or for egift certificates. From time to time, Ayr may, in its sole discretion, offer opportunities for certain Members to receive additional Point boosts; separate terms and conditions will apply to such offers.gift certificates. From time to time, Ayr may, in its sole discretion, offer opportunities for certain Members to receive additional Point boosts; separate terms and conditions will apply to such offers.

Any reference to “**merchandise**” or the value of merchandise in these Terms for purposes of earning Points includes all Ayr retailer products sold online and in Ayr retail dispensaries. It does not include payment for e-gift cards, services, gift cards, ticket purchases for special events, taxes, fees, shipping/delivery, or the like.

## ***Tier / Status Expiration***

Except as otherwise provided herein, Points earned from the prior Loyalty Year will carry over into the next Loyalty Year. Membership Tier (and Points earn rate) are calculated at the end of each Loyalty Year. Your Account will clearly reflect your Points and identify the Membership Tier achieved for the applicable Loyalty Year. For the Loyalty Tier reset effective February 1, 2026, a Member’s Membership Tier will be reset based on the Member’s qualifying spend from January 1, 2025, through December 31, 2025, and such Membership Tier may differ from the Tier held prior to such reset. Following February 1, 2026, reset, a Member will remain in the Membership Tier assigned for the 2026 Loyalty Year unless the Member qualifies for a higher Membership tier based on additional qualifying spend, in which case the Member may move up to such higher Tier at any time. For purposes of this Loyalty Tier reset only, spending occurring between January 1, 2026-January 31, 2026, will not affect Membership Tier assigned at the February 1, 2026, reset, but may contribute toward tier movement after such reset in accordance with these terms. In addition, all your Points will expire after one hundred eighty (180) days of Account inactivity (e.g., no merchandise is purchased). Further, your Points will automatically expire if your Membership is revoked or otherwise cancelled for the reasons further detailed in Section 4.

## ***Account; Profile Page***

Members can access their Account by logging in through the applicable Ayr retailer’s website (click the link to your applicable Ayr Retailer: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr Cannabis](#), and [The Dispensary](#)). This page will include details about your Membership, which may include the Benefits associated with your Membership Tier; your current Points in your “**Account**”; seasonal promotions and offers; and how to access other Membership Benefits.

You understand that you alone are responsible for protecting the confidentiality of your username and password. This responsibility includes not allowing another person to use your credentials to access your Account. You understand that if this information is shared with anyone, or otherwise compromised, then all inquiries and submissions made via the Account will be logged under your username. Furthermore, you understand that you will be responsible for any losses or damages that may occur as a result of your failure to maintain the strict confidentiality of your username and password. If you suspect that your password has been compromised, your immediate remedy is to change it by (1) logging in through the following links: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr Cannabis](#), and [The Dispensary](#)

and (2) clicking on “Forgot Password.”

### ***Online Orders / Cancellations & Returns***

Neither Ayr nor its affiliates or subsidiaries ships online orders. Online orders must be picked up in store. If you cancel an item from your online order, or return a previous purchase, and such cancellation or return reduces your annual spend such that your Account no longer meets the spend threshold for a given Membership Tier, this will be updated and reflected in your Account at the time of your next online order or in-store purchase.

### **3. Benefits**

Benefits have no cash value. No adjustments on previous purchases. Benefits are non-transferable. Benefits are subject to change, alteration, or termination by Ayr in its sole discretion at any time. Benefits are for your personal use only. Reselling Benefits is a violation of these Terms, and your Membership may be subject to revocation by Ayr if Ayr determines you have engaged in any reselling or other fraudulent activity.

#### ***Redeeming Benefits***

You must check-out with a valid Account to receive any of the Member Benefits described herein. Sign into your Account and select to apply the Benefit during online checkout or, if shopping in store, provide your Account information and let the cashier know at checkout that you would like the Benefit to be applied to the purchase. Member Benefits will be applied after any other discounts applicable to the merchandise have been applied. Contact your local store for support in redeeming your Benefits. Click [here](#) and select your state to find your local store contact information.

***\$ Off Discounts*** Points are valued at 1% of sales and can be redeemed anytime in increments of 500 (i.e., every 500 Points = \$5 off), with a cap of 5,000 (or \$50) redeemed per visit. You can choose when to apply points, and points can be combined with other offers (“**\$ Off Discounts**”).

The \$ Off Discount is subject to change, alteration, substitution, or termination by Ayr in its sole discretion at any time. All \$ Off Discounts are non-transferable, have no cash value (unless required by law) and cannot be sold, returned or exchanged for Points, cash, another product, gift card or e-gift certificate unless pursuant to a specific offer from Ayr.

#### ***Sign-up Incentive***

Upon sign up for Membership in the Program, all Members will receive a 500 Point sign-up incentive reward (the “Sign-up Incentive Reward”). The Sign-up Incentive Reward will be automatically applied to a Member’s Account within 24 hours of the Member’s first log-in.

#### ***Anniversary***

Upon the 1-year Membership anniversary, and each annual anniversary thereafter, a Member will receive a 500 Point anniversary reward (the “Anniversary Reward”). The Anniversary Reward will be automatically applied to a Member’s Account within 24 hours of the date of their Membership anniversary.

#### ***Refer a Friend***

As part of the Program, all Members are eligible for a refer a friend benefit (“**Refer a Friend**”). An eligible Member must be logged into their Account, and in the Refer a Friend tab (located in your wallet at the following applicable link: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr](#)

Cannabis, and The Dispensary follow the on-screen instructions to refer friends, family members, or colleagues (each, a “**Referred Friend**” and collectively, the “**Referred Friends**”). You will be able to send a referral message (“**Referral Message**”) to Referred Friends via the following two methods: (1) e-mail or text a scannable QR code, or (2) email or text a URL link. The Referral Message will contain an invitation for the Referred Friend to join the Welcome Back Rewards program.

**Referred Friend Benefits.** When a Referred Friend successfully creates an Account, Referred Friend will automatically be enrolled in the Program and receive 500 Points as well as any Benefits afforded a Neighbor Tier Member, in Ayr’s sole discretion. Once successfully enrolled in the Program, Referred Friends will also receive active offers at time of sign up upon completing their first purchase. For details on active Refer a Friend Offers, please check with your local store. Click [here](#) and select your state to find your local store contact information.

**Referrer Reward.** When a Referred Friend joins the Program and makes a first-time purchase of at least \$25.00, referrer will receive 1,000 Points. In order to receive the Referrer Reward, the Referred Friend must not be a current account holder, and must create a new account using the unique link contained in your Referral Message. Only one Member may receive the Referrer Reward per Referred Friend.

### ***Birthday Gift***

All Members who provide their birth date in their Account information will receive a 2,000 Point birthday gift reward (the “**Birthday Gift**”) (minimum purchase may apply). The Birthday Gift will automatically appear in a Member’s Account within 24 hours of the birth date indicated in the Member’s Account. Members can add their birthday to their Account by logging in to their Account (click the link to your applicable Ayr Retailer: Ayr Cannabis Dispensary ([FL](#), [IL](#), [MA](#), [NJ](#)), AYR Dispensary ([OH](#), [PA](#)), [Ayr Cannabis](#), and [The Dispensary](#)).

### ***Samples and Other Promotions***

Ayr may include sample merchandise and other promotional items (“**Samples**”) with merchandise orders in its sole discretion. You will be notified of the addition of such Samples to your order at checkout. If part of your order is cancelled, the Samples in your order will be available for pickup with the rest of your order. If your entire order is cancelled, the Samples will not be available for pick up because a merchandise purchase is required (minimum purchase amounts may apply).

## **4. Changes to, Termination of, and/or Removal from Program**

Ayr may, in its sole discretion, alter, limit, or modify the Program rules, regulations, Benefits, eligibility for Membership, or any other feature of the Program (including assigning any of its obligations to customers under the Program at any time to another person or entity, without recourse) or may terminate the Program any time at its sole discretion, by posting any such changes on the applicable Ayr retailer’s website.

YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

Ayr reserves the right to exclude individuals from the Program, modify or remove Points from a Member’s Account, and/or cancel orders that are not consistent with Ayr policy in its sole but reasonable discretion. In particular, any abuse, manipulation or "gaming" of the Program or its rules (as determined by Ayr) including multiple redemptions of Birthday Gifts by the same individual via different accounts, failure to

follow any terms of the Program, Membership inactivity for more than one hundred eighty (180) days, reselling Benefits, Birthday Gifts, or any misrepresentation or any conduct detrimental to the interests of Ayr not otherwise protected by law may subject Members to Membership revocation or deduction of Points obtained through these abusive or manipulative activities, cancellation of orders, and will affect eligibility for further participation in the Program. Ayr may use a third-party provider to monitor purchases and identify fraudulent or other activities that violate the terms of the Program or any Ayr policy. Ayr may use this data to help it make decisions regarding participation in the Program, awarding of Points, and order fulfillment. Membership is non-transferable and Membership purchases must be made by the Member. If your Membership is revoked or otherwise cancelled, your Points will automatically expire. Ayr reserves the right to make changes to the Ayr website, applicable Ayr retailer's website, and these Terms at any time. It is your responsibility to check or review these Terms from time to time to keep informed of any changes. By joining the Program, you hereby agree to be bound by any such changed Terms.

## **5. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW, AYR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR MEMBERSHIP IN THE PROGRAM, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON AYR'S LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OF CONTRACT, OR WHETHER IN TORT, CIVIL LIABILITY BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BY AGREEING TO THESE TERMS, YOU WILLINGLY AGREE THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK THESE DAMAGES FROM AYR AND THAT THIS IS A REASONABLE ALLOCATION OF RISK. THIS PROVISION DOES NOT APPLY TO NEW JERSEY RESIDENTS.**

## **6. Copyright**

All Program design, text, graphics, logos, button icons, images, audio clips, the selection and arrangement thereof, and all proprietary software is Copyright (c) 1999-2023 Ayr USA, Inc., ALL RIGHTS RESERVED. The compilation (meaning the collection, arrangement, and assembly) of all Program content is the exclusive property of Ayr and protected by U.S. and international copyright laws. All software used in connection with the Program is the property of Ayr or its software suppliers and is protected by U.S. and international copyright laws. Unless otherwise indicated on part of the Program materials, permission is granted to electronically copy and to print in hard copy portions of the Program materials for the sole purpose of accessing the Program and the services provided therein for personal use. Any other use of Program materials - including reproduction, modification, distribution, republishing, transmission, display, performance - without the prior written permission of Ayr is strictly prohibited.

## **7. Resolving Disputes**

If a dispute should arise between you and Ayr, we want to provide you with a resolution that is efficient and cost effective. In our experience, almost all customer service disputes can be resolved to your satisfaction

by our local store leadership, reachable by contacting your local store manager. Click [here](#) and select your state to find your local store contact information.

If your dispute cannot be resolved by our local store team, these Terms describe how we shall proceed with the resolution of the dispute.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU AND AYR AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PROGRAM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. The preceding sentence does not apply to New Jersey residents.

**a. Informal Dispute Resolution**

You and Ayr agree that good-faith informal efforts to resolve disputes often can result in a prompt, lowcost, and mutually beneficial outcome. You and Ayr therefore agree that, before either you or Ayr demands or attempts to commence arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within sixty (60) days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify Ayr that you intend to initiate an informal dispute resolution conference, email [legalnotice@ayrwellness.com](mailto:legalnotice@ayrwellness.com), providing your name, telephone number associated with your Account, the email address associated with your Account, and a description of your claim. Ayr may then send you an Informal Dispute Resolution Conference Request form, which you must fill out completely to initiate the informal dispute resolution conference. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

**b. Agreement to Arbitrate Disputes; Class Waiver; Jury Trial Waiver**

**IF YOU ARE A U.S. RESIDENT, YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

WE BOTH AGREE TO ARBITRATE: In the event You and Ayr are unable to informally resolve a dispute pursuant to section 10 above, You and Ayr agree to resolve any claims relating to this Agreement, this Program, any communications from Ayr, and any products purchased from or through Ayr, through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate Ayr's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances Ayr may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**WHAT IS ARBITRATION:** Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

**ARBITRATION PROCEDURES:** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to this Program shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures. If there is a conflict between JAMS Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Ayr must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except that for claims of less than \$1,000, you will be obligated to pay \$25 and Ayr will pay all other administrative costs and fees. In addition, for claims of less than \$1,000, Ayr will reimburse you for the \$25 fee if the arbitrator rules in your favor. Arbitration under this agreement shall be held in the United States county where you live or work or any other location we mutually agree to, subject to Florida law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**AUTHORITY OF ARBITRATOR:** The arbitrator will decide the rights and liabilities, if any, of you and Ayr, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Program terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Ayr.

**NO CLASS ACTIONS:** You may only resolve disputes with us 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 are not allowed.

**WAIVER OF JURY TRIAL:** EXCEPT AS OTHERWISE STATED HEREIN, AND TO THE EXTENT PERMISSIBLE BY LAW, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are

typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Ayr in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND AYR WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

**OPT-OUT OF AGREEMENT TO ARBITRATE:** You can decline this agreement to arbitrate by emailing Ayr at [legalnotice@ayrwellness.com](mailto:legalnotice@ayrwellness.com) and providing the requested information as follows: (1) Your Name; (2) the URL of the Program terms and Agreement to Arbitrate Disputes; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms. The OptOut Notice must be emailed no later than 30 days after the date you first accept the Terms by signing up for the Program. Out Notice must be emailed no later than 30 days after the date you first accept the Terms by signing up for the Program.

#### **c. Choice of Law/Forum Selection**

In any circumstances where the Agreement to Arbitrate Disputes permits Ayr and U.S. residents to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of Florida excluding its conflict of law rules. If you are a U.S. resident you further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Miami-Dade County, Florida. This provision does not apply to residents of New Jersey.

#### **8. Severability**

The provisions of this Program are intended to be interpreted in a manner which makes them valid, legal, and enforceable. In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished unilaterally by Ayr, or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from the Program Terms without affecting the validity, legality or enforceability of any of the remaining provisions.

#### **9. Additional Information on the Program**

If you have any questions regarding the Program, Membership, Benefits, or your Account you may contact your local store manager. Click [here](#) and select your state to find your local store contact information.