

# Delta Eighty-Eight Disclaimers, Terms & Conditions

## Implied Consent to All Disclaimers, Terms and Conditions by Website Use

Welcome to [www.deltaeightyeight.com](http://www.deltaeightyeight.com), our new E-commerce site! Deltaeightyeight.com (hereinafter “the Website”) consists of various web pages operated by Delta Eighty-Eight, LLC (hereinafter, “The Company”). Permission to use the Website is contingent upon your acceptance of the terms, conditions, agreements, disclaimers, and notices contained within the Disclaimers, Terms & Conditions stated herein (e.g., our “Terms and Conditions”). Purchasing from our website is subject to all conditional and non-conditional statements made herein, and your consent to these conditions is provided automatically upon purchase from our website. Persons found to have violated our website’s policies will be banned from all future purchases. ***No refunds will be provided to persons found to have violated the terms and conditions stated herein.***

## FDA Disclaimer

No statements made on the Website, nor any other statements made by the Company, its employees, agents, or executives, have been evaluated by the US Food and Drug Administration (hereinafter, “the FDA”). ***Accordingly, no products produced by the Company are intended to treat, diagnose, prevent, or cure any disease, illness, or ailment.***

## Products and Activities Subject to Federal and State Laws

All products produced by the Company are derived from the hemp plant and contain less than 0.3% Delta-9 THC in compliance with the Agricultural Improvement Act of 2018 [Pub. L. 115-334]. In accordance with federal law, no state can impede the free passage of said products within the chain of commerce. However, if hemp products that adhere to the requirements of the Agricultural Improvement Act of 2018 are not legal in the state of destination, or the state from which they were ordered, there may be serious criminal consequences, including the payment of fines and the possibility of sentencing to prison.

**IT IS YOUR SOLE RESPONSIBILITY TO KNOW THE LEGALITY OF CANNABIS PRODUCTS IN YOUR STATE! The Company will assume no responsibility or**

*liability for sales to customers in states where any of our products are illegal or otherwise regulated by state laws.*

### **Policy on Minors**

Use of the Website is strictly limited to individuals of legal age of consumption within your state or jurisdiction. **By entering the Website, you have made a legally binding statement that you are of legal age to consume cannabis products within your jurisdiction. The Company takes sales of our products to minors extremely seriously and has implemented several safeguards within the Website protocol to ensure that all persons visiting or purchasing from our site are of legal age. If, however, by whatever means, a minor was able to purchase products from our site in violation of both state and federal law, as well as the strict policy of the Company, the Company hereby waives any liability or legal responsibility, actual or potential, for the sale of our products to minors. If it is discovered that you are not of legal age to purchase our products, your order will be cancelled, and NO REFUND will be issued.**

### **Personal Responsibility for Consumption of Cannabinoids**

By purchasing from the Website, you agree to take full responsibility and accountability for your actions while enjoying our cannabis products. However, consumption of Cannabis can potentially impair your judgment and motor skills. **Your agreement is hereby provided not to operate a motor vehicle, heavy machinery, or to engage in any other potentially dangerous activities whereby your welfare and/or the welfare of others may be endangered, within 24-hours of consumption of any of our THC products.**

### **Interstate Sales**

The Company will sell potentially psychoactive cannabis products (including, but not limited to, Delta-8, Delta-10, and Delta-8 based THC-O) in states where they are legal and not presently regulated by state law.

**Currently, we will sell to customers in:** Alabama, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota,

Tennessee, Texas, Virginia, West Virginia, Wisconsin, Wyoming, and Washington D.C.

**WE WILL NOT SELL TO ANY STATES NOT LISTED ABOVE.** *Do not order from the Website if you live in any of the following states. Your order will be rejected, and a \$15 cancellation fee will be applied for processing of your order:* Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Idaho, Iowa, Kentucky, Michigan, Mississippi, Montana, New York, Nevada, North Dakota, Rhode Island, Utah, Vermont, or Washington.

### **Change of Laws**

Again, *it is your responsibility to know the laws of your state at the time of purchase.* Because state and/or federal laws are subject to change at any time, the Company hereby waives any responsibility or liability for changes in state law. **If the laws of your state change after your order has been placed, but before it has been fulfilled, your order will be refunded, minus a 3% processing fee.**

### **Reshipments for Lost or Damaged Items**

**Reshipments:** In the event that items are lost or damaged in shipping, one re-ship will be provided upon the discretion of the Company and its proprietors, provided that proper documentation of said loss or damage is submitted by you (the "Purchaser") to the Company. Under no circumstances will reshipments be made where the Purchaser failed to provide a true and accurate address where packaged mail may be received, nor where the Purchaser used an address other than their own where at to receive delivery.

**ALL SALES ARE FINAL.** Refunds will be issued at the sole and final discretion of Delta Eighty-Eight and its proprietors.

**A Caveat on Drug Testing—BUYER BEWARE!:** Certain cannabis products are potentially psychoactive, intoxicating, and/or psychedelic. *While none of our products contain <.03 Delta-9 THC, some of our products do contain THC and other cannabinoids. This can (and will) show up on any drug test, urine analysis, or mouth swab that tests for THC.* To be clear, this applies only to our products which contain active THC compounds, and does not apply to CBD or other cannabinoid-based products.

### **Agreement to Indemnify and Hold Harmless**

The Company will not be held liable for damages of any kind resulting from the use or misuse of our products, and you the Purchaser agrees not to hold the Company liable for any and all damages resulting therefrom. **PURCHASER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS RESULTING IN MONETARY LOSS AND/OR PHYSICAL INJURY, WHETHER ACTUAL OR THEORETICAL, AS A MATTER OF LAW OR EQUITY.**

***The Delta-88 Team thanks its customers in advance for the legal, healthy, and responsible use of our premium cannabis products!***