

## Terms of Service

### Overview

1. BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH TOP SHELF CBD OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through the Top Shelf CBD website (the "Website"). These Terms are subject to change by Top Shelf CBD (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Website. You should review these Terms prior to purchasing any product or services that are available through this Website. Your ordering of products or services, or continued use of this Website after the "Last Updated Date," will constitute your acceptance of and agreement to such changes.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept all major credit and debit cards for all purchases. You represent and warrant that (i) the credit and debit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit and debit card for the purchase, (iii) charges incurred by you will be honored by your credit and debit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order. Our use of personal information provided by you is governed by our Privacy Policy.

#### 4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check our Shipping and Return Policy for specific delivery options. You will pay all shipping and handling charges unless otherwise specified in the order confirmation.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

#### 5. Returns and Refunds.

Our return policy is that we will accept any return within 30 days of delivery for any reason. Please check our Shipping and Return Policy for more specific information.

#### 6. Limited Warranty.

(a) We warrant to you that for a period of 90 days from the date of shipment ("Warranty Period"), the products purchased through the Website will materially conform to our published specifications in effect as of the date of shipment.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSITE, INCLUDING ANY (i) WARRANTY CONCERNING ANY HEALTH OR NUTRITIONAL BENEFIT, EFFECT, OR USE; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) We shall not be liable for a breach of the warranties set forth in this Section 6 unless: (i) you give written notice of the defective products or services, as the case may be, reasonably described, to us within 90 days of the time when the product is delivered; (ii) provide proof of purchase and purchase information; (iii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in this Section to examine such products and you (if we so request) return such products to our place of business at your cost

for the examination to take place there; and (iv) we reasonably verify your claim that the products or services are our products and are defective.

(d) We shall not be liable for a breach of the warranty set forth in this Section if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the products; or (iii) you alter such products without our prior written consent.

(e) With respect to any such products during the Warranty Period, we shall, in our sole discretion, either: (i) replace with substantially similar products that are non-defective or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.

(f) THE REMEDIES SET FORTH IN THIS SECTION 6 SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 6.

#### 7. Limitation of Liability.

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD THROUGH THE WEBSITE.

(c) The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

8. Legal Disclaimer. This Website is not intended to provide medical advice, diagnosis or treatment. The information provided on this Website is "as is" and provided for informational purposes only. Top Shelf CBD does not make any representations or warranties, express or implied, with respect to the information on this Website in relation to the health or benefits of CBD. Please consult with your physician or healthcare professional regarding any medical or health-related diagnosis or treatment options. If you think you are suffering from a medical condition, please seek medical attention. If you are thinking of making any changes to your diet, nutrition, or lifestyle, please consult with your healthcare provider. Do not use CBD products if you are pregnant or thinking of becoming pregnant.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law and Jurisdiction. This Website is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Washington.

11. Dispute Resolution and Binding Arbitration.

(a) YOU AND TOP SHELF CBD ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

(b) ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(c) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

(d) The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

(e) If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Top Shelf CBD.

14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

15. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier, or registered or certified mail to Top Shelf CBD, 19705 60th Ave NE, Arlington Wa 98223. We may update the address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

17. Entire Agreement. These Terms, our Terms of Use and our Privacy Policy, and our Shipping and Return Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.