

TERMS AND CONDITIONS OF USE

Agreement between User and The Herban Pharm LLC

Welcome to www.TheHerbanPharm.com and www.TheHerbanPharm.dispensarytree.com website, (the “Site”) is comprised of various web pages operated by The Herban Pharm, LLC. Access is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of this Site constitutes your consent to all such Terms. Please read these terms carefully, check for updates, and keep a copy of them for your reference.

Electronic Communications/ Agreements

Visiting TheHerbanPharm.com or sending emails to any email addresses provided from TheHerbanPharm.com constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirements that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that The Herban Pharm is not responsible for third party access to your account that results from theft or misappropriation of your account. The Herban Pharm and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Privacy Policy

Your submission of personal information through the store is governed by our Privacy Policy. To view our privacy policy, click “privacy policy” in footer of page.

Payment and Order Policy

1. Prices and Fees

All prices are specified on the Site. Prices are subject to change without notice.

2. Currency

All amounts are in United States Dollars.

3. Payment Terms

You, whether a customer, Patient or Practitioner) hereby agrees to be bound by and subject to The Herban Pharm Terms of Use, Privacy Statement and Order Policy by clicking the “Pay Now” button on the Site. When you make a payment, you are authorizing The Herban Pharm to immediately charge the full dollar amount associated with your transaction. You are solely

responsible for, and agree to pay, all charge-backs, reversals, claims, fees fines, penalties and any other liabilities (whether foreseeable or not) incurred by The Herban Pharm, either directly or indirectly, that arise from any transaction authorized by you on the Site.

4. Payment Source

The Herban Pharm only accepts Visa, Mastercard, Discover and American Express. Upon providing your payment source and details to The Herban Pharm, you hereby represent and warrant that you are lawfully authorized to use such payment source. All information collected by The Herban Pharm in connection with any transaction or payment source authorized by you on the Site shall be processed in accordance with our Privacy Statement.

5. Delivery

Shipping Rates may vary, are based on flat rate and delivery location, and are subject to change without notice. The Herban Pharm is not responsible for errors made by the carrier service. You may elect to pick up your order in person (“In-Person Delivery”). If you choose In-Person Delivery, you will receive notice from The Herban Pharm when your order is ready. All orders requesting In-Person Delivery must be picked up no later than ten (10) days following the Notice date (“Delivery Date”). The Herban Pharm is not liable for any orders not picked up by the Delivery Date.

This Payment and Order Policy is subject to all applicable federal, state, and local laws and regulations.

Cancellation and Return and Refund Policy

All orders are custom, filled to order and are non-refundable and non-returnable. Prepayment in full is due prior to order being fulfilled. All customized order transactions are final. There are no refunds or cancellations after payment for order has been received and fulfillment process has begun.

Product description

Our herb offerings list botanicals by both their common name and their Latin binomial as found in the American Herbal Products Association’s Herbs of Commerce publication.

Patients

For the purposes of these Terms and Conditions, a “Patient” is a client of Practitioner. All Patient uses of the Site must be associated with an active Practitioner and have a current prescription for a custom herbal formula before any order can be placed through the Site. In the event a Practitioner changes Practitioners, the new Practitioner must create a new record for the Patient in his/ her account.

All Patient’s expressly acknowledge that The Herban Pharm does not and will not provide any recommendations with respect to any order, prescription, or use of the items contained

therein, and that Patient and/or Patient's Practitioner are the only individuals involved in the process of selecting, ordering, and suggesting the appropriate use for any items ordered using the Site.

Practitioners

For the purposes of these Terms, a "Practitioner" is an individual who has applied for and received practitioner status. To be considered a Practitioner, interested persons must apply for "Practitioner" status through the Site, by providing The Herban Pharm all information necessary to determine eligibility for such status. The Herban Pharm reserves the right to deny anyone the status of Practitioner for any reason whatsoever, in its sole discretion.

Knowledge and Experience of Practitioner users

All Practitioners hereby represent and warrant to The Herban Pharm they have sufficient experience and knowledge to make informed decisions regarding ordering herbal formulas through the Site, whether the order is a catalog item or a custom item. Further, Practitioner's expressly acknowledge they are making their own decisions in connection with all orders made through The Herban Pharm and that The Herban Pharm has not, and will not, make any recommendations to a Practitioner with respect to any order or use of items contained therein.

Children Under Thirteen

The Herban Pharm does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use this TheHerbanPharm.com only with the permission of a parent or guardian.

No Unlawful or Prohibited Use/ Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use TheHerbanPharm.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Herban Pharm that you will not use the Site for any purpose that is unlawful or prohibited by these terms. You may not use the Site in any manner which could damage, disable overburden or impair the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

All content included as part of the Service, such as text, graphics, logos, images as well as compilation thereof, and any software used on the Site, is the property of The Herban Pharm or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit in of the content, in whole or in part, found on this Site. TheHerbanPharm.com content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notice in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of The Herban Pharm and/or the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Herban Pharm or our licensors except as expressly authorized by these Terms.

Links to Third Party Sites/ Third Party Services

TheHerbanPharm.com may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of TheHerbanPharm.com and The Herban Pharm is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Herban Pharm is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Herban Pharm of the site or any association with its operators.

Certain services made available via The Herban Pharm are delivered by third party sites and organizations. By using any product, service or functionality originating from the TheHerbanPharm.com domain, you hereby acknowledge and consent that The Herban Pharm may share such information and data with any third party with whom The Herban Pharm has a contractual relationship to provide the requested product, service or functionality on behalf of TheHerbanPharm.com users and customers.

Third Party Accounts

You will be able to connect your TheHerbanPharm.com account to third party accounts. By connecting your The Herban Pharm account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you shared in this manner do not use this feature.

International Users

This site is controlled, operated and administered by The Herban Pharm from our office within the USA. If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use The Herban Pharm content accessed through TheHerbanPharm.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless The Herban Pharm, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. The Herban Pharm reserves the right, at its own cost to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which you will fully cooperate with The Herban Pharm in asserting any available defenses.

Class action waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/ representative/ collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and The Herban Pharm agree otherwise, the arbitrator may not consolidate more than one persons claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

The information, software, products, pricing and services included in or available through this site may include inaccuracies or typographical errors, changes are periodically added to the information herein. The Herban Pharm and its suppliers may make improvements and/or changes in the site at any time.

The Herban Pharm and its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is", "as available" basis without representations or warranties or condition of any kind. The Herban Pharm and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall The Herban Pharm and/or its suppliers be liable for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including without limitations, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of this site

or related services, the provisions of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of this site, whether based on contract, tort, negligence, strict liability or otherwise, even if The Herban Pharm or any of its suppliers has been advised of the possibility of damages. The above limitation may not apply to you. If you are dissatisfied with any portions of the site, or with any of these terms of use your sole and exclusive remedy is to discontinue using the site.

Termination/ Access Restriction

The Herban Pharm reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland and you hereby consent to the exclusive jurisdiction and venue courts in Maryland in all disputes arising out of or relating to the use of this Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Changes to terms

The Herban Pharm reserves the right, in its sole discretion, to change the Terms under which The Herban Pharm products and/or services is offered. The most current version of the Terms will supersede all previous versions. The Herban Pharm encourages you to periodically review the Terms to stay informed of our updates.

Your accessing of this website, TheHerbanPharm.com and/or undertaking of a transaction or agreement indicated your understanding, agreement to and acceptance, of the full Terms and Conditions contained herein. We, The Herban Pharm may revise this policy with out notice. The revised policy will be effective and binding at the time it is posted to the Site.

Please contact us if you have any questions regarding these Terms and Conditions.

BZ@The HerbanPharm.com

Effective as of April 13, 2021