

TERMS AND CONDITIONS FOR ONLINE SALES

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE UNLESS YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 21 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

- 1. Applicability of Terms and Conditions:** These terms and conditions (these “Terms”) shall apply to your purchase of products and related services through www.Bongk.me (the “Site”). These Terms are subject to change at any time without prior written notice by **BONGK, LLC** (referred to herein as either “Company,” “we,” “us,” or “our”). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
- 2. Age: YOU MUST BE AT LEAST 21 YEARS OF AGE OR OLDER TO BROWSE OR PURCHASE FROM THE SITE.** The products sold on the Site are not intended for illegal purposes.
- 3. Online Orders:** When placing an order on our Site, you are effectively offering to purchase whatever products and services you select. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming email referenced herein.
- 4. Payment Terms:** All applicable prices are set forth alongside the goods and services offered on the Site. Such prices are subject to change at any time by us in our sole discretion. You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
- 5. Shipping Information:** It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling

charges. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments.

6. No Returns; Refunds. All items are made to order. If items delivered are not what was ordered, they may be returned if not used or damaged. If the products are defective, or not what you ordered, caused by an error made by us, we will issue you a refund. Any refund will be credited back to the same payment method used to make the applicable purchase.

7. Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability:

- (a) **Buyer's R&Ws.** You represent and warrant to us as follows: (i) that you have the right to enter into any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; (iii) that you are 21 years of age or older; (iv) and that you are buying goods or services from the Site for solely your own legal use, and not for resale and/or export.
- (b) **Company's Limited Warranty: We represent and warrant to you that any goods purchased by you on the Site, when used specifically as authorized by us and without modification thereto, will conform in all material respects to: (i) the specifications set forth on the Site, and (ii) any instructions that we provide you with upon delivery of the merchandise. We further represent and warrant to you that any goods or services purchased by you on the Site will be safe for their intended use and free from defects in material, functionality, and workmanship. Notwithstanding the foregoing, this warranty shall not apply when the goods are subject to: negligence, misconduct, misuse, abuse, accident, improper installation or handling, unusual environmental conditions, or other extreme stress, alteration, repair by anyone other than us (or one of our authorized representatives), use with any third-party product or service (other than as specifically authorized in advance by us), or use in violation of any provided-for instructions. Notwithstanding the foregoing, any products manufactured by a third party and incorporated in any goods provided hereunder are not covered by this limited warranty. We further warrant to you that we will perform any services purchased through the Site using personnel of all required skill, experience and qualifications and in a professional manner in accordance with generally recognized industry standards for similar services in order to meet our obligations hereunder. Notwithstanding anything set forth herein to the contrary, your sole remedy with respect to a breach by us of our warranties to you shall be to inform us, in writing, of your desire to exercise this limited warranty, along with a sufficiently detailed explanation of your reason(s), so that we may either: (i) repair or replace the goods in question (or re-perform the services, as applicable); or (ii) credit or refund your purchase price. In such instance, restocking fees shall not apply. We shall have the right to select which cure option to pursue, and we will be responsible for shipping & handling charges associated with resending replacement goods (and shall also be responsible for their risk of loss in transit during such time), if and as applicable. Any claim made by you hereunder shall be made within thirty (30) days of delivery or forever be waived. We reserve the right to verify any such claim. This warranty period is not extended if we have to repair or replace a warranted product or re-perform a warranted service. This limited warranty extends only to you as the original purchaser of our**

products and services from our Site (i.e., and not to any subsequent owner or beneficiary of any goods or services received hereunder). In order to obtain warranty service, please contact bongs@bonk.me and obtain a return merchandise authorization number. If for any reason you believe in good faith that we have not fulfilled our obligations hereunder, you are entitled to follow the dispute resolution procedures set forth in Section (13) below. **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

- (c) **Limitation on Warranties:** Subject to applicable law, and without limitation on the foregoing, we limit the duration and applicability of any and all implied warranties (including without limitation the warranties of merchantability, fitness for a particular purpose, title, or warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise) to the duration of the limited warranty set forth in subsection (b) above. PLEASE NOTE THAT SOME STATES DO NOT ALLOW FOR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND THEREFORE, THIS LIMITATION MAY NOT APPLY TO YOU.
- (d) **Sole and Exclusive Remedies/Liability Cap:** **SUBJECT TO APPLICABLE LAW, THE REMEDIES SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND OUR ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF OUR LIMITED WARRANTY. SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. ADDITIONALLY, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

- 8. **Privacy Policy and Website:** Please review our Privacy Policy which can be found at the following address www.Bonk.me/Privacy. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site.
- 9. **Third Party Beneficiaries:** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 10. **Force Majeure:** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.
- 11. **Assignment:** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your

rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

12. Partial Invalidity: In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. You acknowledge that the requirement to follow all federal laws does not include a requirement to follow federal cannabis laws and that the failure to follow those laws, or if any provisions are found to be invalid due to any cannabis law, will not exclude enforceability of your obligations under these Terms and that the failure to follow those laws or the removal of invalid terms will not materially impact your ability to fulfill your obligations under this agreement.

13. Governing Law/Binding Arbitration:

- (a) **Governing Law:** These Terms shall be governed by the laws of the State of Alaska without regard to its conflict of laws principles.
- (b) **Binding Arbitration:** Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before one arbitrators sitting in Anchorage, Alaska. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Alaska. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. We shall bear all of our own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (13) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.
- (c) **Small-Claims Option:** Notwithstanding the foregoing, you may elect to pursue a breach of warranty claim in small-claims court rather than submit to binding arbitration, but only if you provide us with written notice of your desire to do so within ninety (90) days of your purchase transaction. Any small-claims court proceeding initiated hereunder will be limited solely to your individual dispute; i.e., you are not permitted to file, or participate in, a class action suit or consolidated claim in small-claims court with respect to these Terms.

14. No Waivers: Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law and by browsing and

purchasing any product from the Site you waive any right to, and will not, raise as a defense that these Terms violate federal cannabis laws and should therefore be null and void. This waiver of illegality defense clause also waives the your ability to claim the contract is null and void due to any public policy consideration.

15. Notices: We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (i) 907-865-5363; (ii) e-mail at Bongs@Bongk.me or (ii) personal delivery, overnight courier, or registered or certified mail to: Bongk, LLC, 3705 Arctic Blvd., #2486, Anchorage, AK 99503.

16. Entire Agreement: These Terms, along with the confirmation email referenced in Section (3) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site, and our Site's 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.