

Terms and Conditions

These terms and conditions are intended to govern your use of the website <https://herbretail.com> (hereinafter referred to as the “website” or the “site”), which is owned and operated by HerbalXchange, LLC, a Texas Limited Liability Company (hereinafter referred to the “Company” or “HerbalXchange” or “us” or “we” or “our”). Herbalxchange, both on this site and in physical locations, manufactures and sells industrial hemp derived products to the general public (hereinafter the “products”). By accessing this site, and/or purchasing products from this site, you are indicating your acknowledgement and acceptance of these terms of service and represent that (1) you have read, understand, and agree to be bound by the terms of service, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into the terms of service personally or on behalf of company you have named as the user, and to bind that company to the terms of service and (4) you are of legal age to buy the products identified herein.

Please note that the terms are subject to change by HerbalXchange, in its sole discretion, at any time. When changes are made, HerbalXchange will make a new copy of the Terms of Service available at the site. Any changes to the Terms will be effective immediately. If you do not agree to any change(s) you should stop using the site and/or the Services. Otherwise, your continued use of the site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

Use of Website

By using this website, you are warranting that you are eighteen (18) years of age or older. If you are not eighteen (18), you must exit the website immediately. It is your sole responsibility to determine if you are of legal age to purchase the products sold on this website.

Return policy

If not satisfied, we will refund your order within 45 days if purchased from our website. If you purchased your product at a franchise, you have 30 days to return the item with proof of purchase at the location it was purchased. If you purchased from a wholesale account, or another authorized retailer, you will fall within that individual's return policy.

Registration

Registering Your Account. In order to purchase products from HerbalXchange, you are required to register your account at: <https://herbretail.com/register> (hereinafter your "Account"). By registering, you warrant that all the information you provide on this site will be your correct, current, and complete information. If

CBD Terms and Conditions

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Password/Security

Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and

you agree to accept responsibility for all activities that occur under your account or password.

Fees and payment terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

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Subject to your compliance with these Terms of Service, we or our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the materials and content (collectively, the “Content”) on this Site. This license does not allow you to resell or make any commercial use of the Site, its Content or our products sold through the Site; make any derivative use of any of our Content; download, copy, or other use any account information for the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by us or our licensors, suppliers, publishers, rights-holders, or other content providers. No Content on, or product sold through, this Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior express written consent. You may not misuse our products or Content. You may use our Site only as permitted by law and these Terms of Service. The licenses we have granted you terminate if you do not comply with these Terms of Service.

Restrictions on use

You agree to use our website only for lawful purposes. Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including of a HerbalXchange or other licensed employee, host, or representative, as well as of other members or visitors to this site, is prohibited. You may not upload to, post, distribute, or otherwise publish or transmit through this site any content or material of any kind which is unlawful, fraudulent, libelous, defamatory, obscene, profane, threatening, derogatory, invasive of

privacy or publicity rights, abusive, illegal, or which we otherwise deem objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any applicable local, state, national, or international law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

You may access and use this website for purposes expressly permitted by HerbalXchange. You may not use it for any other purposes, including commercial purposes such as co-branding, framing, or hyperlinks, without the express prior written permission of an authorized representative of HerbalXchange. For purposes of these Terms and Conditions, “co-branding” means displaying a name, logo, trademark, tradename or other means of attribution or identification of any party in such a manner as to reasonably give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible through this site.

Proprietary information

The Content accessible from this site, and any other website owned, operated, licensed, or controlled by us is our proprietary information or the proprietary information of the party that provided the Content to us, and we or the party that provided the Content to us retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed or transmitted in any way without our prior written consent, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other

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Medical information disclaimer

*This website contains general information and content about diet, health, and nutrition. This information and content is not medical advice, and should not be treated as such. **The contents of this website are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition.***

The general information and content on this website are provided “AS IS” without any representations or warranties of any kind, express or implied. HerbalXchange makes no representations or warranties whatsoever in relation to any health information on this website. You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition, you should seek medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information you found on this Site or in materials provided by any Company representative, none of which information is intended to be a substitute for medical diagnosis, advice or treatment.

If you are considering making any changes to your lifestyle, diet or nutrition, including taking any products sold to you by HerbalXchange, you should consult with your doctor or other healthcare provider before doing so. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

Neither HerbalXchange nor its representatives are providing any medical advice, and none should be inferred, from any ideas, suggestions, testimonials or other information set forth on this

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charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

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Subject to your compliance with these Terms of Service, we or our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the materials and content (collectively, the "Content") on this Site. This license does not allow you to resell or make any commercial use of the Site, its Content or our products sold through the Site; make any derivative use of any of our Content; download, copy, or other use any account information for the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by

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Restrictions on use

You agree to use our website only for lawful purposes. Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including of a HerbalXchange or other licensed employee, host, or representative, as well as of other members or visitors to this site, is prohibited. You may not upload to, post, distribute, or otherwise publish or transmit through this site any content or material of any kind which is unlawful, fraudulent, libelous, defamatory, obscene, profane, threatening, derogatory, invasive of privacy or publicity rights, abusive, illegal, or which we otherwise deem objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any applicable local, state, national, or international law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

You may access and use this website for purposes expressly permitted by HerbalXchange. You may not use it for any other purposes, including commercial purposes such as co-branding, framing, or hyperlinks, without the express prior written permission of an

authorized representative of HerbalXchange. For purposes of these Terms and Conditions, “co-branding” means displaying a name, logo, trademark, tradename or other means of attribution or identification of any party in such a manner as to reasonably give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible through this site.

Proprietary information

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Submissions

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Use of Website disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet.

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Limitation of ceratin **liability/Disclaimer of** **damages**

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL HerbalXchange, ITS OWNERS, EMPLOYEES, AND AGENTS BE HELD LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH COMPANY PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR

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Indemnity

You will indemnify and hold HerbalXchange and its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the

“Indemnified Parties”) harmless from any all losses, damages, judgments, awards, costs, expenses, attorney’s fees and expert witness fees (collectively, the “Losses”) relating to or arising out of: (i) any breach of these Terms of Service by you, including any use of Content other than as expressly authorized in these Terms of Service; (ii) your Submissions to, use of or inability to use, the Company Properties; (iii) your use of the products purchased on the site; or (iv) violation of any applicable laws, rules or regulations. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, attorney’s fees and expert witness fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Site or the purchase of any products. You agree that the provisions in this section will survive any termination of your Account, the Terms of Service or your access to Company Properties.

Laws regarding the products sold on this website

This website is intended for users located in the United States of America and is governed by the laws of the United States of America. You acknowledge that you are familiar any local laws regarding the purchase, consumption, and use of tetrahydrocannabinol (THC) in

your jurisdiction. It is up to you to determine whether accessing this site and purchasing our products are legal where you are. You access this site and purchase our products at your own risk, and you are responsible for compliance with all applicable laws, rules, regulations and treaties.

Ownership, Trademark, **and Copyrights**

Except with respect to your Submissions and the Submissions of other users, you agree that HerbalXchange and its suppliers own all rights, title and interest with respect to the Site, the products sold therein, and any other item sold by HerbalXchange. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or any other item related to HerbalXchange.

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Dispute resolution

In the event you purchase products from HerbalXchange or access any website associated with HerbalXchange, you and HerbalXchange agree that any claim or dispute at law or equity that has arisen or may arise, relating in any way to or arising out of any service rendered by HerbalXchange, will be resolved in accordance with the provisions set forth in this Section. Please read this Section carefully. It affects your rights and will impact on how claims you and we have against each other are resolved.

You agree that the laws of the State of Missouri, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and HerbalXchange.

You and HerbalXchange each agree that any and all disputes or claims that have arisen or may arise between you and HerbalXchange shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. For claims filed in Missouri, the term “small claims court” does not include the Associate Circuit Division. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND HERBALXCHANGE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HERBALXCHANGE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS

PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees.

materials or provided over the phone or in email correspondence.

Submissions

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We will treat any personal information that you submit through this site in accordance with our Privacy Policy as set forth on this site. Further, HerbalXchange reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property rights of another, or (d) offensive or otherwise unacceptable to HerbalXchange in its sole discretion.

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Terms and Conditions

These terms and conditions are intended to govern your use of the website <https://herbretail.com> (hereinafter referred to as the “website” or the “site”), which is owned and operated by HerbalXchange, LLC, a Texas Limited Liability Company (hereinafter referred to the “Company” or “HerbalXchange” or “us” or “we” or

“our”). Herbalxchange, both on this site and in physical locations, manufactures and sells industrial hemp derived products to the general public (hereinafter the “products”). By accessing this site, and/or purchasing products from this site, you are indicating your acknowledgement and acceptance of these terms of service and represent that (1) you have read, understand, and agree to be bound by the terms of service, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into the terms of service personally or on behalf of company you have named as the user, and to bind that company to the terms of service and (4) you are of legal age to buy the products identified herein. Please note that the terms are subject to change by HerbalXchange, in its sole discretion, at any time. When changes are made, HerbalXchange will make a new copy of the Terms of Service available at the site. Any changes to the Terms will be effective immediately. If you do not agree to any change(s) you should stop using the site and/or the Services. Otherwise, your continued use of the site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

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If not satisfied, we will refund your order within 45 days if purchased from our website. If you purchased your product at a franchise, you have 30 days to return the item with proof of purchase at the location it was purchased. If you purchased from a wholesale account, or another authorized retailer, you will fall within that individuals return policy.

Registration

Registering Your Account. In order to purchase products from HerbalXchange, you are required to register your account at: <https://herbretail.com/register> (hereinafter your “Account”). By registering, you warrant that all the information you provide on this site will be your correct, current, and complete information. If HerbalXchange believes the information you provide in your registration is not correct, current, or complete or is an impersonation of someone else, we have the right to refuse you access to this site or any of its resources, to terminate or suspend your access at any time, and delete any comments you have posted, all without prior notice. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Registration, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

Password/Security

Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and

you agree to accept responsibility for all activities that occur under your account or password.

Fees and payment terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

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If you are considering making any changes to your lifestyle, diet or nutrition, including taking any products sold to you by HerbalXchange, you should consult with your doctor or other healthcare provider before doing so. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease. Neither HerbalXchange nor its representatives are providing any medical advice, and none should be inferred, from any ideas, suggestions, testimonials or other information set forth on this website or in other HerbalXchange materials or provided over the phone or in email correspondence.

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Further, HerbalXchange reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property rights of another, or (d) offensive or otherwise unacceptable to HerbalXchange in its sole discretion.

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Dispute resolution

In the event you purchase products from HerbalXchange or access any website associated with HerbalXchange, you and HerbalXchange agree that any claim or dispute at law or equity that has arisen or may arise, relating in any way to or arising out of any service rendered by HerbalXchange, will be resolved in accordance with the provisions set forth in this Section. Please read this Section carefully. It affects your rights and will impact on how claims you and we have against each other are resolved.

You agree that the laws of the State of Missouri, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and HerbalXchange.

You and HerbalXchange each agree that any and all disputes or claims that have arisen or may arise between you and HerbalXchange shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may

assert claims in small claims court, if your claims qualify. For claims filed in Missouri, the term “small claims court” does not include the Associate Circuit Division. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND HERBALXCHANGE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HERBALXCHANGE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's

Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY

PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO

Terms and Conditions

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rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

Password/Security

Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password.

Fees and payment terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax,

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You agree that the laws of the State of Missouri, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and HerbalXchange.

You and HerbalXchange each agree that any and all disputes or claims that have arisen or may arise between you and HerbalXchange shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. For claims filed in Missouri, the term “small claims court” does not include the Associate Circuit Division. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND HERBALXCHANGE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HERBALXCHANGE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by

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Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password.

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Dispute resolution

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The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but

not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable.

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These terms and conditions are intended to govern your use of the website <https://herbretail.com> (hereinafter referred to as the “website” or the “site”), which is owned and operated by HerbalXchange, LLC, a Texas Limited Liability Company (hereinafter referred to the “Company” or “HerbalXchange” or “us” or “we” or

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By using this website, you are warranting that you are eighteen (18) years of age or older. If you are not eighteen (18), you must exit the website immediately. It is your sole responsibility to determine if you are of legal age to purchase the products sold on this website.

Return policy

If not satisfied, we will refund your order within 45 days if purchased from our website. If you purchased your product at a franchise, you have 30 days to return the item with proof of purchase at the location it was purchased. If you purchased from a wholesale account, or another authorized retailer, you will fall within that individuals return policy.

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Registering Your Account. In order to purchase products from HerbalXchange, you are required to register your account at: <https://herbretail.com/register> (hereinafter your “Account”). By registering, you warrant that all the information you provide on this site will be your correct, current, and complete information. If HerbalXchange believes the information you provide in your registration is not correct, current, or complete or is an impersonation of someone else, we have the right to refuse you access to this site or any of its resources, to terminate or suspend your access at any time, and delete any comments you have posted, all without prior notice. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Registration, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

Password/Security

Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and

you agree to accept responsibility for all activities that occur under your account or password.

Fees and payment terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

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Dispute resolution

In the event you purchase products from **HerbalXchange** or access any website associated with **HerbalXchange**, you and **HerbalXchange** agree that any claim or dispute at law or equity that has arisen or may arise, relating in any way to or arising out of any service rendered by **HerbalXchange**, will be resolved in accordance with the provisions set forth in this Section. Please read this Section carefully. It affects your rights and will impact on how claims you and we have against each other are resolved.

You agree that the laws of the State of Missouri, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and **HerbalXchange**.

You and HerbalXchange each agree that any and all disputes or claims that have arisen or may arise between you and HerbalXchange shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. For claims filed in Missouri, the term “small claims court” does not include the Associate Circuit Division. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND HerbalXchange AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HerbalXchange AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange have

the right to collect from you its reasonable costs and attorney's fees.

believes the information you provide in your registration is not correct, current, or complete or is an impersonation of someone else, we have the right to refuse you access to this site or any of its resources, to terminate or suspend your access at any time, and delete any comments you have posted, all without prior notice.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Registration, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

Password/Security

Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password.

Fees and payment terms

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing **HerbalXchange** with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the

credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods.

HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “Sales Tax” shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

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**ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF
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