# **Terms of Service**

Updated June 1st, 2024

OVERVIEW WARNING: CONSULT A PHYSICIAN BEFORE USE. DO NOT COMBINE WITH ALCOHOL, DRUGS OR MEDICATIONS. DO NOT USE IF PREGNANT, NURSING, OR HAVE ANY HEALTH CONDITIONS. MAY CAUSE DROWSINESS. DO NOT OPERATE A VEHICLE OR HEAVY MACHINERY. MAY HAVE A DELAYED EFFECT. FOR USE BY ADULTS AGE 21 AND UP. KEEP OUT OF REACH OF CHILDREN AND PETS. DO NOT REDISTRIBUTE. MM E- SOLUTIONS / CBD HEADQUARTERS IS NOT RESPONSIBLE FOR THE ACTIONS OF INDIVIDUALS WHO TAKE THIS PRODUCT. THESE STATEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. THIS PRODUCT IS NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE.

By checking this box you release MM E- SOLUTIONS / CBD HEADQUARTERS and all its affiliates and brands from liability resulting from misuse and/or failure to inform your medical professionals of your use and manner of use. This product is not intended to diagnose, treat, cure, or prevent any disease. CALIFORNIA PROPOSITION 65 – WARNING: This product may contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Throughout the site, the terms "we", "us" and "our" refer to the Company. The Company offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. We provide website features and other products and services to you when you visit or shop at our site. By visiting our site and/ or purchasing something from us, you engage in our "Services" and agree to be bound by the following terms and conditions ("Terms of Use", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use. Any new features or tools which are added to the site shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on its page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. We reserve the right at any time and from time to time, to modify or discontinue, temporarily or permanently, your use of the Services, and immediately in the event of technical difficulties. We will not be liable for any such modification, suspension or discontinuance. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms. SECTION 1 - ONLINE STORE TERMS By agreeing to these Terms of Use, you represent that you are at least the legal smoking age in your state, city, province or country, whichever is older. The Services are intended solely for users who are at least the legal smoking age in their state, city, province or country, whichever is older, and any registration, use or access of the Services by anyone under the legal age is unauthorized, unlicensed, and in violation of these Terms of Use. You must be of legal smoking age or older to try, purchase, or use products sold on this site. In accordance with federal and state age verification laws, we use a third-party age verification system to verify users are of legal age, which may include collecting user photo-IDs and checking user identities’ against multiple databases. Once user age is verified, all such data is held for a period of up to 30 days and then destroyed. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services. SECTION 2 - GENERAL CONDITIONS You must be at least the legal smoking age in your state, city, province or country, whichever is older, to use this site or the Services. We reserve the right to refuse service to anyone for any reason at any time. You agree that You will not purchase products on this website for use or possession by a minor, and that you will use reasonable care to ensure the products do not fall into the hands of a minor. We do not sell or market products to children, but we do sell them to adults of legal smoking age, who can purchase with a credit card or other permitted payment method. We only sell products legal under federal and state law. We do not sell or market products the possession or sale of which is illegal under either federal or state law. We reserve the right to refuse Services, terminate accounts, remove or edit content, or cancel orders in our sole discretion. We expect you have read and fully understand these Terms of Use, which specifically require you to be of legal age to use this site or the Services or to purchase any products on this site or through the Services. We will not be liable or otherwise responsible to you or anyone else in the event you are not in fact of legal age to use this site or the Services or to purchase any products on this site or through the Services, or have otherwise circumvented or attempted to avoid our express age requirements contained in these Terms of Use. Each user is fully responsible for his or her own account and we will not be liable or responsible in any manner if your account is misused by anyone else. In addition to any other indemnification obligations contained elsewhere in these Terms of Use, you specifically agree to defend, indemnify and hold us harmless from any and all liabilities, obligations, claims, expenses, demands and causes of action that result from or arise in connection with the foregoing. We pride ourselves on keeping electronic cigarettes and all vapor related products out of the hands of minors. Per the new New Jersey law SB 97, all online purchasers must verify their age with a third party verification software. To make this easier on our customers, we have included this in our check out process. You will be asked for your driver's license/ID information as well as the last four digits of your social security number. This information must be processed through the required database and saved in your customer account. You will only have to complete this process once under your personal account. We appreciate your cooperation and assistance in keeping devices and accessories out of the hands of minors. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Services. This license does not include any resale or commercial use of the Services, or its contents; any collection and use of any product listings, descriptions or prices; any derivative use of any Services or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Use are reserved and retained by us. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Service, or access to the Services or any contact on the website through which the Service is provided, without express written permission by us. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of ours without express written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express written consent. You may not misuse the Services. You may use the Services only as permitted by law. The licenses granted by us terminate if you do not comply with these Terms of Use. All content included in or made available through the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is our property or our content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through the Services is our exclusive property and protected by U.S. and international copyright laws. The graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Services are trademarks or trade dress. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. All other trademarks not owned by us that appear in or made available through the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site. SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services. SECTION 5 - PRODUCTS OR SERVICES (if applicable) Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected. SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You acknowledge and agree such information, including your credit card numbers, may be stored by us and our third-party service providers pursuant to the terms of our Privacy Policy. For more detail, please review our Returns Policy. SECTION 7 - OPTIONAL TOOLS We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use. SECTION 8 - THIRD-PARTY LINKS AND SERVICE PROVIDERS Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party. We use third-party service providers to help sell our products and Services to you. Among other things, such third-party service providers may collect, use and disclose your information, but only to the extent necessary to allow them to perform the services they provide us. For more information, please review our Privacy Policy. We are not liable for any harm or damages caused by or related to such third-party service providers’ collection, storage, use or disclosure of your information. We recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers. SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. You represent and warrant that you own or otherwise control all of the rights to the comments that you post; that the comments are accurate; that use of the comments you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from comments you supply. We have the right but not the obligation to monitor and edit or remove any activity or comments. We take no responsibility and assume no liability for any comments posted by you or any third party. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. You agree not to submit comments that are defamatory about the Company or its products, or that make any claims about medical conditions or symptoms—such comments or testimonials will be removed by the Company. Repeated violation of this provision will result in legal action against You. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party. WE DO NOT ENDORSE, SUPPORT, REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY OR RELIABILITY OF ANY USER COMMENTS OR ENDORSE ANY OPINIONS EXPRESSED BY USERS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON COMMENTS POSTED BY OTHER USERS WILL BE AT YOUR SOLE RISK. SECTION 10 - PERSONAL INFORMATION Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy Click Here. SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS Occasionally there may be information on our site or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated. SECTION 12 - PROHIBITED USES In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service sor any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses. SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OUR SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR ANY FORM OF MALICIOUS CODE, COMMUNICATION LINE FAILURE, THEFT, OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable. You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to you. You expressly agree that your use of, or inability to use, the Products and Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

You agree that the Company shall not be liable for any consequences that may occur to you resulting from your use or purchase of the products of this website. You warrant that the products you purchase from this website are legal in your jurisdiction. You warrant that you are of legal age to purchase the products. We are not liable for any change in law, any law enforcement action, interaction with other substances you are taking, or any other consequence of your use of the products or services on our website, and you agree to hold us harmless for any of these events. We are not liable for any seizure of products or services that may occur by mail or to you. You acknowledge that hemp is newly legal and often confused with marijuana. You acknowledge that the only products and services you obtain from us are strictly hemp and never marijuana. You acknowledge that the laws for hemp and marijuana are different in every state, and that marijuana is illegal federally. We are not liable for any consequences of third parties or law enforcement for confusing hemp with marijuana and you acknowledge that your purchase of hemp is risky from a law enforcement perspective and you are assuming that risk. In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

IN THE EVENT OF ANY PROBLEM WITH THIS WEB SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEB SITE. IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEB SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS TO SEEK A RETURN AND REFUND FOR SUCH PRODUCT OR SERVICES IN ACCORDANCE WITH THE RETURNS AND REFUNDS POLICIES POSTED ON OUR SITE. WE ARE NOT RESPONSIBLE FOR YOUR USAGE OF OUR PRODUCTS IF THEY ARE NOT ALLOWED FOR USAGE BY ANY PROFESSIONAL OR AMATEUR SPORTING GOVERNING BODIES, USE AT YOUR OWN RISK IF YOU PARTICIPATE IN ANY ORGANIZATIONAL ACTIVITY THAT BANS THE USE OF SUCH PRODUCTS.

SECTION 14 - INDEMNIFICATION You agree to indemnify, defend and hold harmless the Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of the Services or by your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party. SECTION 15 - SEVERABILITY In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions. SECTION 16 - TERMINATION The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). SECTION 17 - ENTIRE AGREEMENT The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use and any policies or operating rules posted by us on this site or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party. SECTION 18 - GOVERNING LAW These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New Jersey, without regard to principles of conflicts of laws. Any disputes shall be brought in either the state district court of Monmouth County, Englishtown, New Jersey, or the U.S. District Court for the Western District of New Jersey located in Englishtown, New Jersey. Any disputes between You and Us are subject to a mandatory mediation prior to the filing of any claim in Court. The parties shall agree to a neutral third party mediator within forty-five (45) days of the arising of a dispute, with each party bearing its own costs. The parties shall mediate the case in a good faith effort to resolve the dispute. Should the mediation be unsuccessful, the parties retain all remedies available to them at law subject to these Terms of Use. We may be awarded our attorneys’ fees if we win the dispute.

 We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We also both agree that We may bring suit in court to enjoin infringement or other misuse of intellectual property rights or our website. SECTION 19 - CHANGES TO TERMS OF USE You can review the most current version of the Terms of Use at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Services following the posting of any changes to these Terms of Use constitutes acceptance of those changes. SECTION 20 - CONTACT INFORMATION Questions about the Terms of Use should be sent to us at mmesolutionsllc@gmail.com. SECTION 21 - SHIPPING RESTRICTIONS Some products can’t be shipped to all geographical locations due to warranty issues, manufacturer requirements, legal and other restrictions. You’ll be notified when placing your order if we’re unable to ship specific items to the address you’ve indicated. Please also check the product detail pages for any item-specific shipping restrictions. We reserve the right to cancel any shipment, in its sole discretion, and issue a full refund. SECTION 22 – RISK OF LOSS All items purchased from us are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier. We are not responsible for items lost in transit, items sent to the wrong address, products seized by customs or governmental agencies nor international fees charged by your country or third parties.

SECTION 23 – FORCE MAJEURE

You agree not to hold us liable for any disruption of our service or failure to deliver our product for any reason beyond our control, including, but not limited to, acts of God, pandemic, epidemic, change in law, law enforcement action, orders of government, natural disasters, war, insurrection, terrorism, riots, criminal acts, labor shortages, labor strikes (both lawful and unlawful), postal service or courier service disruption, infrastructure disruption, communication failure, material shortages, adverse weather events or disasters, or any other circumstance that may be beyond our control or make performance of your order impossible. SECTION 24 - TAXES MM E- SOLUTIONS / CBD HEADQUARTERS shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the same state (New Jersey). For orders shipped to other states or countries, you are solely responsible for all sales taxes, customs, duties, or other taxes.

SECTION 25 – CONSULT A PHYSICIAN

The information found on this website is for informational and educational purposes only. As with any health supplement, we recommend that you consult a physician or doctor before using any of our products. You should always speak with your physician or other healthcare professional before adopting any treatment for a health problem or before using any of our products. If you have or suspect that you have a medical problem, promptly contact your health care provider. Never disregard, avoid, or delay obtaining medical advice from your doctor or other qualified healthcare provider because something you have read on our Site.

None of the statements made on our website have been affiliated or verified by the FDA. The products or content offered by the Company do not diagnose, treat, cure or relieve any medical or health conditions. Neither our website, customer service representatives, employees, nor any third parties linked to from our website are authorized to provide any medical advice.

If you are taking any other medications, consult with your health care provider before beginning to take hemp CBD. If you are pregnant or breastfeeding, do not take hemp CBD.

We are not liable for your misuse or overuse of any hemp CBD products. Your use of the products and services is solely at your own risk, which you assume. You acknowledge that hemp CBD has a potential to make you feel drowsy and that you should not operate heavy machinery after taking it. You should consult with a health care provider regarding appropriate dosing for your particular body. We are not liable to any of your family members, friends, or third parties in connection with your use or purchase of our products and services.

SECTION 26 - SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

MM E- SOLUTIONS / CBD HEADQUARTERS CBD (hereinafter, “We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy {<https://www.cbdheadquartersemporium.com/privacy-policy>} (the “Agreement”). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). Message and data rates may apply. Message frequency varies.

User Opt Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You

understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of MM E- SOLUTIONS / CBD HEADQUARTERS/MM E- SOLUTIONS / CBD HEADQUARTERS CBD goodies and services. Not limited to but including CBD and Delta 8.

Cost and Frequency: Message and data rates may apply. Message frequency varies. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text “HELP” to the number you received messages from or email us at mmesolutionsllc@gmail.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. Carriers are not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service

subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent’s or legal guardian’s permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent’s or legal guardian’s permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction’s Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;

- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;

- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;

- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;

- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITEC” Act); and

- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us, or between you and Stodge, LLC d/b/a Postscript or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Englishtown, New Jersey before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which MM E- SOLUTIONS / CBD HEADQUARTERS CBD’s principle place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration

agreement in accordance with the Federal Arbitration Act (“FAA”). The parties also agree that the AAA’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys’ fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.