



Natural Products & Herbal Extraction Co.

TERMS AND CONDITIONS FOR ONLINE SALES

Last Modified: July, 2019

1. APPLICABILITY.

- (a) THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.
- (b) THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.
- (c) BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.
- (d) YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH THERASOLV, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.
- (e) These terms and conditions (these "Terms") apply to the purchase and sale of products and services through www.therasolv.com (the "Site"). These Terms are subject to change by TheraSolv, LLC (referred to as "TheraSolv", "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.
- (f) These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site (see Section 9).

2. **ORDER ACCEPTANCE AND CANCELLATION.** You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between TheraSolv and you will not take place unless and until you have received your order confirmation email. If you wish to cancel your order at any time before we have sent your order confirmation email by calling our Customer Service Department at (404) 740-5879, and we will attempt to accommodate your cancellation request if possible.

3. PRICES AND PAYMENT TERMS.

- (a) All prices, discounts and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.
- (b) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. Our list of approved credit cards and payment methods is set forth on the Site when you place your order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. SHIPMENTS; DELIVERY; TITLE AND RISK OF LOSS.

- (a) Our shipping department is working hard to ensure that your TheraSolv purchase gets to your doorstep in the manner in which it was ordered. We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping charges typically include flat rate fees, or may be free if you meet the required purchase mark or threshold to obtain free shipping. Shipping and handling charges are intended to cover the expenses incurred by TheraSolv in processing, packing, and shipping your order and may vary depending on the shipping method selected. Standard shipping typically takes approximately 5-7 business days, excluding weekend and federal holidays. TheraSolv will not be liable for any delays in shipment. International orders may incur additional delays due to customs duty fees and transit; expected arrival for international orders is typically four (4) weeks or more.
- (b) For orders in the United States, TheraSolv will provide you with an electronic mail confirmation and tracking number to follow up shipment for continual updates.
- (c) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- (d) If you have questions concerning shipments, please call us during normal business hours at (404) 740-5879, or email us at sales@therasolv.com.

5. RETURNS AND REFUNDS.

- (a) Except for any products designated on the Site as non-returnable (including custom or special-order products), we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within seven (7) days of the date of purchase and provided such products are returned in their original condition. We will happily pay return shipping fees if the delivery is a mistake of Therasolv (e.g., if you received a broken or incorrect item).
- (b) TheraSolv may accept refunds of opened items at its discretion under the following circumstances: if you have a purchase of more than one (1) items, only one (1) item of each type may be opened in order to receive a refund. By way of example, if you ordered TheraSolv CBD Tincture and TheraSolv CBD Topical, one of each type can be opened, but if two bottles of TheraSolv CBD Tincture are opened, then TheraSolv will not accept a refund (all bottles of each type in excess of one (1) bottle of that type of product must be returned unopened and unused in order to receive a full refund). You will not receive a refund for any custom or special-order products.
- (c) To return products, you must call (404) 740-5879 or email our Returns Department at sales@therasolv.com to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. **NO RETURNS OF ANY TYPE WILL BE ACCEPTED WITHOUT AN RMA NUMBER.** All returns must be returned to the TheraSolv customer service address provided via electronic mail confirmation with the requested RMA number.
- (d) You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. TheraSolv reserves the right to charge a restocking fee on a per order or per product basis.
- (e) Refunds are processed within approximately four (4) weeks of our receipt of your merchandise due to shipping times, return processing, and bank processing times. Your refund will be credited back to the same payment method used to make the original purchase on the Site. **WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.**

6. DISCLAIMER OF WARRANTIES.

- (a) ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.
- (b) YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.
- (c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products purchased through the Site. For the avoidance of

doubt, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(e) OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

(f) The limitation of liability set forth above shall apply to the maximum extent permitted by law.

7. **GOODS NOT FOR RESALE OR EXPORT.** You agree to comply with all applicable laws and regulations of the various states and of the United States, including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from the Site for your own use only, and not for resale or export. Products and services purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations").

8. **INTELLECTUAL PROPERTY USE AND OWNERSHIP.** You acknowledge and agree that:

(a) You will not resell, reverse engineer, copy, duplicate, modify, improve, and sublicense and products and services, or any intellectual property rights contained therein, or cause, induce or permit others to attempt to do any of the foregoing.

(b) TheraSolv and its licensor(s), if any, are and will remain the sole and exclusive owners of all intellectual property rights in and to each product and service made available on this Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Site, or of any intellectual property rights relating to those products or services.

9. **PRIVACY.** We respect your privacy and are committed to protecting it. Our Privacy Policy, <https://therasolv.com/privacy-policy/>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

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

11. **GOVERNING LAW AND JURISDICTION.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

12. **DISPUTE RESOLUTION AND BINDING ARBITRATION.**

(a) YOU AND THERASOLV ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT

TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

- (b) ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.
- (c) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 12. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.
- (d) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention to do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.
- (e) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR THERASOLV WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.
- (f) If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

13. **ASSIGNMENT.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. **NO WAIVERS.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of TheraSolv.

15. **NO THIRD-PARTY BENEFICIARIES.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. **NOTICES.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current. To give us notice under these Terms, you must contact us as follows: (i) by electronic mail transmission to sales@therasolv.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TheraSolv, Mailing Address, 985 Monroe Dr NE Suite G, Atlanta, GA 30308. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

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

18. **ENTIRE AGREEMENT.** Our order confirmation, these Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.