

CBD CARE GARDEN. PURCHASE TERMS AND CONDITIONS

These Purchase Terms and Conditions (“**Purchase Terms**”) of CBD Care Garden (“**CBD Care Garden**” or “**us**” or “**we**”) govern your order and purchase of the Products (“**Product**” or “**Products**” have the meaning defined below). By clicking “confirm” on the order confirmation screen, you expressly accept all of the provisions of these Purchase Terms and are legally competent to enter into and agree to these Purchase Terms. If you do not accept these Purchase Terms, then you may not order Products.

THESE PURCHASE TERMS INCLUDE: (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF PRODUCTS OR THE WEBSITE.

THESE PURCHASE TERMS WAIVE SUBSTANTIAL RIGHTS AND INCLUDES A RELEASE OF LIABILITY AND LIMITATION OF DAMAGES. I ACKNOWLEDGE I HAVE THE RIGHT TO REVIEW THIS AGREEMENT WITH AN ATTORNEY. I HAVE READ THIS ENTIRE DOCUMENT, AND I AM AWARE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING/ENTERING THE AGREEMENT. I HAVE NO OBLIGATION TO ORDER PRODUCTS OR USE THE WEBSITE OR SIGN OR AGREE THESE PURCHASE TERMS, BUT I AM DOING SO VOLUNTARILY. MY ORDER OF PRODUCTS AND USE OF THE WEBSITE IS EXPRESSLY SUBJECT TO MY ACCEPTANCE OF THESE PURCHASES TERMS, AND I WILL NOT ORDER PRODUCT OR USE THE WEBSITE UNLESS AND UNTIL I HAVE ACCEPTED THE TERMS AND CONDITIONS SET FORTH IN THESE PURCHASE TERMS AND TERMS OF SERVICE (AS DEFINED HEREIN).

1. ABOUT CBD CAREGARDEN.

1.1 What You Are Requesting to Order. CBD Care Garden distributes Products, skin oils and creams including hemp oils.

1.2 State Law. You may only place an order to purchase Products or use the Website if you are located in a jurisdiction which permits the purchase of cosmetic products with hemp oil ingredients. At all times, your use of Products and the Website will be governed by the laws of the jurisdiction in which you use Products and the Website. We reserve the right to reject your requested order of Products for any reason, including, but not limited to our determination that use of Product or the Website is not permitted under the laws of your jurisdiction. It may be illegal to take or transfer across state or international borders Products with hemp oils. It is your responsibility to know the laws applicable to your jurisdiction.

1.3 Federal Law. Although many states have legalized some form of cannabis, including hemp oils, CBD Care Garden has no obligation to defend, release or hold you harmless from any civil, criminal or administrative investigations, proceedings or penalties that may result from your use of Products.

1.4 Assumption of Risk. To the extent permitted by law: (1) I assume all risks known and unknown, foreseeable and unforeseeable, in any way connected with my use of

Products or the Website. (2) I accept personal responsibility for any liability, injury, hospitalization or other medical treatment, loss, death, criminal arrest and prosecution, or damage in any way connected with my use of Products and the Website. (3) I retain sole responsibility for ensuring my actions are compliant with applicable laws. I waive all claims against CBD Care Garden, its owners, officers, employees, successors, agents and assigns, arising out of any activities I choose to take. I FULLY COMPREHEND AND ACCEPT ALL OF THE RISKS ASSOCIATED WITH MY USE OF PRODUCTS AND THE WEBSITE.

2. YOUR ORDER.

2.1 Requirements to Use Products. By requesting to order Products, you represent and warrant that you are legally permitted to do so. By requesting to order Products, you agree that you have read, understand and agree to be bound by these Purchase Terms in effect at the time of your requested order and that your continued use of the Website and the Products will be governed by the Purchase Terms in effect at the time of any use of Products or the Website, such Purchase Terms being subject to change in our sole discretion. The Purchase Terms are available at www.cbdcaregarden.com/purchaseterms.

2.2 Ordering Products. Before requesting to order Products, you agree to provide us with certain information, including, but not limited to, your name, date of birth, shipping address, billing address (if different from shipping address), your email address, phone number and any other information we may reasonably require before placing a request to order Products.

2.3 Confirmation or Rejection of Order Request. We will use our best efforts to fulfill all orders for Products. However, we do not guarantee the availability of Products at the time of your requested order. By clicking “confirm” on the order confirmation page of the Website, you agree that you are requesting an order, which we will then confirm or reject. By placing a request for an order, you authorize us to charge the purchase price (including applicable taxes, fees and shipping costs) of your order against your selected method of payment. If we confirm your order, your Products will ship when it is ready according to the shipping option you select. If we reject your order, we will notify you via email, and we may either: (1) refund any amounts we have charged against your selected method of payment; (2) or offer you a position on our wait-list for later shipment of your Products, which you may accept or reject. If you accept the wait-list position, we will retain any amounts charged to your selected method of payment unless we later determine, in our sole discretion, that we are rejecting your order. We reserve the right to reject an order or cancel a wait-list position at any time and for any reason.

2.4 Acceptance of Shipped Order.

(a) You may return Products for any reason within thirty (30) days of receiving shipment for a refund, excluding the cost of shipping. CBD will not accept any returns unless such returns are sent as packaging and postage or freight pre-paid.

(b) For a full refund of the purchased items, products must demonstrate 98% of remaining product content within the original packaged container. For a partial refund within thirty (30) days of purchase, products must have a minimum of 50% or more remaining intact and returned in the original packaging with postage or freight prepaid.

2.5 You agree to inspect Products for defects within five (5) days of receiving shipment and notify us of any defects. Your failure to inspect and notify us of defects within five (5) days of receiving shipment shall result in the Products being deemed irrevocably accepted by you. Should you discover any defect which renders your Products inoperable and you notify us within five (5) days of receiving shipment, you may return your Products to us at the address provided in the materials shipped with your Products. Upon receiving your defective Products, we will inspect it and determine if it is acceptable for replacement. If it is approved for replacement within thirty (30) days, we may elect to: (1) replace the defective Products and ship it to you upon completion of replacement; or (2) send a full refund with no need for replacement. We agree to cover the cost of shipment (from and to you) for defective Products, and costs of repair.

3. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

3.1 Warranty Disclaimer. EXCEPT AS PROVIDED FOR IN THESE PURCHASE TERMS OR REQUIRED BY LAW, PRODUCT IS SOLD TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CBD CARE GARDEN HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. CBD CARE GARDEN DOES NOT WARRANT THAT THE WEBSITE OR THE PRODUCT WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR USE OF PRODUCTS OR THE WEBSITE REMAINS SOLELY WITH YOU.

3.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CBD CARE GARDEN BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THESE PURCHASE TERMS OR THE USE OR INABILITY TO USE PRODUCTS OR THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CBD CARE GARDEN’S TOTAL AGGREGATE LIABILITY UNDER THESE PURCHASE TERMS REGARDING USE OR INABILITY TO USE PRODUCTS OR THE WEBSITE, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE YOU PAY FOR PRODUCTS, IF ANY, UNDER THESE PURCHASE TERMS. BY ORDERING PRODUCTS, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

3.3 Indemnity. By agreeing to these Purchase Terms and using Products, the Website or the Product, you agree that you shall defend, release, indemnify and hold harmless CBD Care Garden, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (1) your violation or breach of any term of these Purchase

Terms or any applicable law or regulation; (2) your violation of any rights of any third party; (3) any unauthorized use of Products or the Website; or (4) your negligence or willful misconduct.

4. ARBITRATION AND CLASS ACTION WAIVER.

4.1 Binding Arbitration. Any dispute or claim arising in any way from your use of Products or the Website, except for disputes relating to the infringement of our intellectual property rights or the access or use of Products and the Website in violation of these Purchase Terms, will be resolved by binding arbitration, in Denver Colorado rather than in court.

4.2 No Judge or Jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Purchase Terms as a court would.

4.3 Arbitrator and Rules. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes. These rules can be found on the AAA website at www.adr.org.

4.4 Starting an Arbitration. To begin an arbitration proceeding, you must send us a notice of dispute, in writing, setting forth your name, address and contact information, the facts of the dispute and relief requested. You must send your notice of legal dispute to us at the following address: Attn: Vanessa Marquez, 2797 Wewatta Way Ste. 2054 Denver Co. 80216. CBD Care Garden will send any notice of dispute to you at the contact information we have for you.

4.5 Format of Proceedings. The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.

4.6 Fees. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, each party shall pay its own AAA and arbitrator's fees and expenses. If the arbitrator finds the arbitration to be frivolous or brought for an improper purpose, then you agree to pay all costs and expenses connected to the arbitration.

4.7 Individual Basis. To the fullest extent permitted by applicable law, you and CBD Care Garden each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and CBD Care Garden each waive any right to a jury trial. As a result, PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. IN THIS EVENT, YOU AGREE THE SOLE PROPER FORUM IS A STATE COURT LOCATED IN DENVER, COLORADO.

4.8 Limitation Period. In no event shall any claim, action or proceeding by you or CBD Care Garden be instituted more than one (1) year after the cause of action arose.

4.9 Enforcement. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.

4.10 Invalidity. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, or if you opt out as provided in Section 4.11 of these Purchase Terms, you and CBD Care Garden EACH AGREE TO THE EXCLUSIVE JURISDICTION OF A STATE COURT OF COMPETENT JURISDICTION LOCATED IN DENVER, COLORADO, and you and CBD Care Garden each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

4.11 Opting Out. If you do not want to arbitrate disputes with CBD Care Garden and you are an individual, you may opt out of this arbitration agreement by sending an email to support@cbdcaregarden.com within thirty (30) days of delivery of the Products.

5. GENERAL PROVISIONS.

5.1 Injunctive Relief. You agree that a breach of these Purchase Terms will cause irreparable injury to CBD Care Garden for which monetary damages would not be an adequate remedy and CBD Care Garden shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

5.2 Notices. We may give notice to you by means of electronic mail or by written communication sent by first class mail or pre-paid post. Such notice shall be deemed to have been given upon the expiration of seventy-two (72) hours after mailing or posting (if sent by first class mail or pre-paid post) or twenty-four (24) hours after sending (if sent by email). You may give notice to us (such notice shall be deemed given when received by us) at any time by sending an email to info@cbdcaregarden.com. Please specify the reason for the email in the subject line so it can be forwarded to the proper department. The mailing address follows:

CBD Care Garden
2797 Wewatta Way Ste 2054
Denver Co, 80216

5.3 Miscellaneous. These Purchase Terms may not be modified except by a writing executed by the duly-authorized representatives of CBD Care Garden or pursuant to Section 5.45.4 of these Purchase Terms. No other act, document, usage or custom will be deemed to modify or amend these Purchase Terms. These Purchase Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Purchase Terms and may not be assigned by you without the prior express written consent of CBD Care Garden. Any attempt by you to assign these Purchase Terms without the written consent of CBD Care Garden shall be null and void. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will

not have been inserted herein; *provided* that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Purchase Terms will be deemed to constitute either party as the agent or representative of the other party or both parties as joint ventures or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Purchase Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Purchase Terms but are for convenience only. You and CBD Care Garden agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Purchase Terms. **THE LAWS OF THE STATE OF COLORADO, EXCLUDING ANY CONFLICTS OR CHOICE OF LAW RULES, EXCLUSIVELY GOVERN THESE PURCHASE TERMS.** Your use of the Products or the Website may also be subject to other local, state, national, or international laws.

5.4 Modifications. These Purchase Terms may by CBD Care Garden, in its discretion. These Purchase Terms may not be modified by you unless CBD Care Garden expressly agrees in writing to such modification.

5.5 Contact Us. If you have any questions regarding these Purchase Terms, Products, or the Website, please contact us at info@cbdcaregarden.com.