

# TERMS AND CONDITIONS

## Planntz

The following Terms and Conditions expressed by Planntz – also referred to hereafter as "us," "we," or "our" – govern the usage of the Planntz website and online store. By using our site, you confirm your acknowledgment and acceptance of our Terms and Conditions. Please note that we reserve our rights to change all or parts of these Terms and Conditions at our discretion. Any modifications are effective immediately, and your continued use also confirms acknowledgment and acceptance of the changes; we suggest reviewing this page regularly.

If for any reason, you refuse to consent to our Terms and Conditions, including all limitations contained hereafter, you cannot use or access the Planntz website or online store.

## SITE ACCESS

You agree to be at least the legal age of maturity required by your state or province of residence when accessing or using our site, or you are of legal age in your state or province of residence and grant permission to your legal minor dependents using our site. You also agree to be at least [21] years of age when purchasing products from our site. It is your responsibility to determine if you can legally buy Planntz products in your jurisdiction.

When accessing our site and some of its resources, you may be required to enter registration details and other information. By doing so, you willingly accept that all information you provide is current, correct, and complete. If for any reason we suspect your submitted information is incorrect, outdated, incomplete, or an impersonation of someone different, we can exercise our right – without warning or prior notice – to:

- Remove any of your posted comments
- Refuse your access to our site and its resources
- Terminate or suspend your access at our discretion

## AGE VERIFICATION

By using this website, you represent and warrant that you are at least 21 years of age. When accessing our Website, you may be required to confirm that you meet the minimum age requirement before proceeding.

It is your responsibility to determine whether you may legally purchase and consume Planntz products in your jurisdiction. We reserve the right to cancel any order or restrict access if we have reason to believe the purchaser does not meet the applicable age requirement.

## SITE LICENSE

Along with complying with our Terms and Conditions, Planntz and our applicable affiliates grant you a restricted, limited, non-transferable, and non-sublicensable license to access and make personal, non-commercial use of our site's content and resources. With this license, you cannot:

- Make borrowed use of our content and resources
- Download, copy, or utilize account information to benefit third parties
- Use any robots, data mining, or similar data gathering extraction tools
- Resell or make commercial use of our site, its resources, content, or our products

Any and all rights not expressly allowed to you within our Terms and Conditions are reserved and retained by us, our suppliers, content providers, publishers, licensors, or rights-holders. You are not allowed to reproduce, duplicate, copy, sell, resell, or otherwise exploit any content or resources posted on Planntz, or products sold through our online store, without prior written authorization from us. We reserve the right to terminate these licenses if you fail to comply with our Terms and Conditions.

## **SITE RESTRICTIONS**

You are allowed to use our site for purposes strictly granted by our site. You do not have permission to utilize our site or allow any other party to use our site for any other purposes – including commercial purposes – without our prior written authorization. Examples of restricted use include, but are not limited to:

- Co-branding our site
- Hyperlinking to our site without authorization
- Using our name, trademarks, or utilizing any "hidden text" or other meta tags
- Framing or using framing techniques to enclose any of our, or our affiliates', logos, trademarks, or other proprietary information

In regards to our Terms and Conditions, "co-branding" refers to the displaying of a name, logo, trademark, or other means of identification giving the impression of association with Planntz – or that another party has the authority to publish, display, or distribute our site or content from our site. Your use of our site also guarantees your cooperation with us to cease any unauthorized co-branding, hyperlinking, or framing immediately.

We do not grant any permission for you to alter, interpret, decompile, dismantle, broadcast, license, sublicense, modify, sell, frame, mirror, misuse, rent, lease, copy, duplicate, republish, upload, post, transmit, or distribute any material from our site in any way.

## **PROPRIETARY INFORMATION**

The content and material from our site, or any other Internet site owned, controlled, operated, or licensed by Planntz are proprietary information belonging to us or our content providers. Our content providers and Planntz retain all rights, interests, and titles within the content. Under our Terms and Conditions, you have no authorization to copy, transmit, distribute, display, republish, post, or upload from our site in any way without our prior written approval, or as stated otherwise on our site.

You may print a copy of our site's content strictly for personal use only. By doing so, you also consent not to directly or indirectly change or remove any copyright, trade name, service mark, trademark, or any other proprietaries shown on any of our content. Any alterations or use of

content outside the guidelines of our Terms and Conditions violates intellectual property rights. By accessing our site, you do not own any rights or titles to our content or other intellectual properties.

## **YOUR ACCOUNT**

You may choose to register at our website. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username, and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username, and/or password. You agree to provide only accurate, truthful information.

We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in Planntz's best interests to do so.

## **SECURITY**

Any passwords you create through our website are strictly for individual use. It is your responsibility for securing any passwords; you also accept liability for the activities that happen while logged into your account or password. Planntz has the right to monitor your password and may require you to change it at our discretion. If we reasonably consider you're using an insecure password, we have the right to require a password change or account termination.

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered, or destroyed. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements.

Your use of any services or facilities that compromise security or interfere with system resources or accounts in conjunction with our site is strictly prohibited. Any use or distribution of tools created for endangering system safety – password guessing programs, cracking tools, network probing tools, etc. – is also strictly prohibited.

## **PROHIBITED PRODUCTS & SHIPPING RESTRICTIONS**

You may experience errors when checking out with certain products in states/territories where prohibited. We do not ship products to the following locations: [LIST OF STATES/TERRITORIES].

It is entirely your responsibility to know if accessing and buying Planntz products are legal where you reside.

## **PRODUCT IMAGERY**

All product images on [WEBSITE URL] are representations of what to expect. Although the product images are a near identical comparison to actual products, colors and appearance may vary slightly from the actual product.

## **COLORS AND ACCURACY OF LISTINGS**

We attempt to be as accurate as possible when describing our products on our website; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors, or other content available on the website are complete, current, or error-free.

## **TYPOGRAPHICAL ERRORS**

In the event that a Planntz product is mistakenly listed at an incorrect price on the website, we reserve the right to refuse or cancel any orders placed for product listed at the incorrect price. Planntz reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Planntz shall issue a credit to your credit card account in the amount of the incorrect price.

## **HEALTH INFORMATION & DISCLAIMER**

The Food and Drug Administration (FDA) has not evaluated any statements or materials on our site, nor products we sell and distribute through our online store. Neither the FDA nor any regulatory agency endorses or approves any products available on our site or product ingredients.

**Our products should not be expected to diagnose, treat, cure, or prevent any diseases.**

We provide information and materials on our site strictly for educational purposes; you should not use anything from our site as a substitute for professional medical advice or care. Our information is not intended to treat or diagnose any health issues or illnesses without a doctor's approval.

For those who are pregnant, taking medication, nursing, or have medical conditions, we firmly advise consulting with a health professional before using Planntz products.

**DRUG TESTING NOTICE:** All products distributed by Planntz, no matter their THC (tetrahydrocannabinol) content, may cause you to fail a drug test. By consuming any product(s) distributed by Planntz you are assuming liability that you may fail a drug test. Although less likely, Broad Spectrum (THC Free) products may also cause you to fail a drug test. Consume at your own discretion.

## **PAYMENT**

Planntz accepts payments from [PAYMENT METHODS: Visa, MasterCard, Discover, American Express, etc.].

## **FRAUD PROTECTION**

Planntz's online store reserves the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our customer service department may contact you at the phone number you provided to confirm your order.

We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We reserve the right to cancel any order using any promotion or promotional code, at our sole discretion. If any order cancellation occurs, you

will be credited in full for the canceled order(s). We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

## **SHIPPING**

All orders are shipped from our fulfillment center in [CITY, STATE]. Orders will be shipped Monday – Friday, except on major holidays. Orders placed will generally be processed within [2] business days, no matter the shipping method selected. During holidays, order processing may be delayed. A tracking number will be emailed to you after placing your order.

## **FREE SHIPPING**

Free shipping is available for qualifying U.S. shipping addresses only [MINIMUM ORDER VALUE IF APPLICABLE]. Free shipping is not available for the following locations:

- Alaska
- Hawaii
- Puerto Rico
- U.S. Virgin Islands
- Armed Forces Americas
- Armed Forces Europe
- Armed Forces Pacific
- [OTHER LOCATIONS]

## **EXPEDITED SHIPPING**

All orders are fulfilled on a chronological basis. If an expedited method of shipping is selected, we will do our best to accommodate; however, there are no guarantees that choosing expedited methods improves the processing time of the order(s).

## **SHIPPING PROTECTION**

Shipping protection purchased upon checkout only applies to orders that are lost or damaged in transit. Upon successful delivery, Planntz deems the order as completed, relinquishing Planntz's responsibility of the package(s).

## **INTERNATIONAL ORDERS**

Due to the nature of our products, it is possible your order will be inspected by customs, rejected, destroyed, or no longer processed through the shipping carrier's network. It is also possible, depending on your shipping destination, that you pay a customs or clearance fee to receive your package(s). Planntz is not responsible for paying the customs or clearance fee on your behalf.

It is your responsibility to fully understand the liabilities and the legalities of your country before placing an international order. If your package fails to deliver to your location, upon return we will issue a refund for the products only. In this event, the shipping cost, customs fees, and taxes will not be refunded by Planntz, under no exceptions.

We do not allow the shipment of any of our products to: [LIST OF PROHIBITED COUNTRIES].

## **RETURNS & REFUNDS**

Due to the nature of our products, we do not accept returns based on change of mind or personal preference. Returns, replacements, or refunds may be available solely in cases of damaged or defective products, as described below.

### **DAMAGES**

We will replace items if they are defective or damaged. Please contact our customer service department within [7] days of receiving your purchase.

We will require:

- Your order number (provided in the invoice that arrives with your order)
- Details pertaining to item(s) you wish to report
- A photo of the damaged item(s)

Please email the information and photo to [CONTACT EMAIL].

### **REFUNDS**

Returns are generally processed within [2-3] business days and we will notify you by email once your refund, replacement, or exchange has been processed. Refunds may take up to [7] business days depending on your bank.

During major holidays, please allow a maximum of [10] business days for your refund, replacement, or exchange to be processed.

All refunds will be issued to the purchaser's original payment method, less the shipping charges. If the original payment method is no longer available, a store credit will be issued.

## **REVIEWS**

All reviews found on our website are subject to review before publishing. We reserve the right to only publish reviews we deem appropriate. Not all reviews submitted by customers are published to our website. We may remove your review or restrict it from publishing for a variety of reasons including: profanity, dishonesty, defamation, disinformation, and more.

## **HYPERLINKS**

Other websites not maintained by or related to Planntz may hyperlink our site onto theirs. Such hyperlinks on our site provide a service to you and are not affiliated or sponsored by Planntz. We do not review such websites and are not liable for content produced on such sites. You agree to access hyperlinks at your own risk and understand we make no warranties or representations about their content nor the accuracy or completeness of these hyperlinks both to and from our site.

## **SUBMISSIONS**

Any content, graphics, information, ideas, remarks, or other suggestions that you communicate through our site automatically grants Planntz and our affiliates usage throughout the world in any medium. You consent to our usage of your submissions as a royalty-free, transferable, irrevocable, perpetual, worldwide, fully sublicensable, non-exclusive right and license to display, utilize, reproduce, perform, modify, translate, publish, create derivative works from, adapt, and distribute.

You agree to represent and warrant ownership or control over all rights to your submissions. There is no requirement for us to regard any submission as confidential; you also permit us to use your submission within our business without accruing any liability for royalties or other compensation of any kind.

## **PERSONAL INFORMATION**

Your submission of personal information through the website is governed by our Privacy Policy. [\[LINK TO PRIVACY POLICY\]](#)

## **WARRANTY DISCLAIMER**

This website and the materials and products on this website are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Planntz disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## **LIMITATION OF LIABILITY**

Planntz, its officers, directors, employees, agents, licensors, and suppliers, shall not be liable for any damages that result from the use of, or the inability to use, the materials on this website or the performance of the products, even if Planntz has been advised of the possibility of such damages.

At no time is the collective liability of Planntz and its affiliates, subsidiaries, service providers, licensors, employees, content providers, agents, directors, and officers, to any party exceed the lesser of \$100 or the amount paid for the appropriate content, service, or product which caused liability – no matter the form of action, whether in tort, contract, or otherwise.

Certain state laws may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you, and you may have additional rights.

## **INDEMNIFICATION**

You agree to indemnify and hold Planntz, its affiliates, subsidiaries, service providers, licensors, contractors, employees, content providers, agents, directors, and officers – referred to as

"Indemnified Parties" – harmless from any violation of our Terms and Conditions by you – including any content use outside what we expressly granted in our Terms and Conditions.

Your agreement states the Indemnified Parties have no responsibility regarding any such infringement or unauthorized use; you also consent to reimburse the Indemnified Parties – including damages, losses, costs, awards, expenses, judgments, attorney, and expert witness fees. Ultimately, you will indemnify and hold Indemnified Parties harmless from and against any claims presented by third parties due to your use of information gained from our site.

## **APPLICABLE LAW**

This website is created, controlled, and maintained by Planntz in the State of [STATE]. Accordingly, the laws of the State of [STATE] shall in all events govern any disputes relating to this website, including those relating to any transaction conducted hereon, and shall likewise govern the terms, conditions, disclaimers, policies, and notices contained herein, all without giving effect to any conflict of laws principles.

Planntz makes no representations as to the compliance of this website or its terms and conditions with any applicable law. If you choose to access this website from outside of the United States, you do so at your own risk and are responsible for compliance with all applicable laws. You may not use this website in violation of United States export laws.

By using this website, including by virtue of purchasing products hereon, you agree to submit to the jurisdiction of the State of [STATE] and agree that it shall serve as the sole and exclusive venue for any disputes relating to this website. Any claim or cause of action brought by you with respect to matters related to this website, including these terms and conditions, must be brought in a state or federal court located in the State of [STATE] and must be commenced no later than one year after the claim arises.

If any provision of these terms and conditions is deemed to be void, unlawful, or unenforceable for any reason, all other provisions contained herein shall remain in full force and effect. These terms and conditions constitute the entire agreement as to matters relating to this website.

## **TERMINATION**

These Terms and Conditions, or any part of them, may be terminated by Planntz without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Warranty Disclaimer, Limitation of Liability, Applicable Law, and Indemnification shall survive any termination.

## **NOTICE**

Planntz may deliver notice to you by e-mail, a general notice on the website, or by other reliable method to the address you have provided to us.

## **CHANGES TO TERMS AND CONDITIONS**

You can review the most current version of the Terms and Conditions at any time on this page.

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms and Conditions 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 following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

## **TRADEMARKS AND COPYRIGHTS**

Any trademarks, logos, service marks, graphics, coding, images, buttons, icons, banners, multimedia clips, and software on this site belong strictly to Planntz and to the providers of those materials. Planntz and our material providers retain all rights regarding any respective trademarks, logos, service marks, and copyright material on our site.

You have no permission to use our trademarks and trade dress in conjunction with any products or services not belonging to Planntz, in any manner potentially confusing to customers, or in any disparaging or discrediting way.

## **PROCEDURES FOR CLAIMS OF COPYRIGHT INFRINGEMENT**

In the event you believe your copyrighted work is used or displayed on our website in a manner that constitutes copyright infringement, submit the following information to [EMAIL] to file a report.

### **Notification of Claimed Infringement must include:**

- Your name, address, email address, and phone number
- Identification of the copyrighted work you claim is infringed
- A description of the alleged infringed material along with the location of where an original or authorized copy exists
- A clear description of the location where the infringed material is on our site including the appropriate URL address
- A statement in good-faith that the copyright owner, its agent, or the law did not authorize the contested use of the work
- An electronic or handwritten signature of the owner or the person with representation of the owner of the copyright interest
- A statement from you, under penalty of perjury, that the information in your notice is accurate, and you are the copyright owner or have authority to act on behalf of the copyright owner

Under Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement should be sent directly to us only.

## **REFUSAL OF SERVICE**

Planntz reserves the right to refuse service to anyone at any time for any reason.

## **CONTACT PLANNTZ**

For any questions or concerns about our Terms and Conditions, our site or business practices, or inquiries of republishing content from our site, please contact us:

**Planntz**

[FULL ADDRESS]

[CITY, STATE, ZIP]

**Email:** [CONTACT EMAIL]

**Phone:** [PHONE NUMBER]

## **INFORMATION TO BE DEFINED**

The following placeholders need to be replaced with actual company information:

- [21] - Minimum age requirement
- [WEBSITE URL] - Official website URL
- [STATE] - State of jurisdiction/headquarters
- [CITY, STATE] - Fulfillment center location
- [2] - Order processing time in business days
- [MINIMUM ORDER VALUE IF APPLICABLE] - Free shipping threshold
- [LIST OF STATES/TERRITORIES] - Locations where shipping is prohibited
- [OTHER LOCATIONS] - Additional locations without free shipping
- [LIST OF PROHIBITED COUNTRIES] - International shipping restrictions
- [7] - Days to report damaged items
- [2-3] - Business days to process refunds
- [10] - Maximum business days during holidays
- [PAYMENT METHODS] - Accepted payment methods
- [CONTACT EMAIL] - Customer service email
- [PHONE NUMBER] - Customer service phone
- [FULL ADDRESS] - Company physical address
- [CITY, STATE, ZIP] - Company location
- [LINK TO PRIVACY POLICY] - Privacy policy URL