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

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

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

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exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. For claims filed in Missouri, the term “small claims court” does not include the Associate Circuit Division. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. YOU AND HERBALXCHANGE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HERBALXCHANGE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable. The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees. PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO Terms and Conditions These terms and conditions are intended to govern your use of the website <https://austincbdretailers.com> & <https://d8austin.com> (hereinafter referred to as the “website” or the “site”), which is owned and operated by HerbalXchange, LLC, a Texas Limited Liability Company (hereinafter referred to the “Company” or “HerbalXchange” or “us” or “we” or “our”). Herbalxchange, both on this site and in physical locations, manufactures and sells industrial hemp

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

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Fees and payment terms You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods. HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “Sales Tax” shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a

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refund your order within 45 days if purchased from our website. If you purchased your product at a franchise, you have 30 days to return the item with proof of purchase at the location it was purchased. If you purchased from a wholesale account, or another authorized retailer, you will fall within that individual's return policy.

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