

Tampa Fine Leaves, LLC

Terms and Conditions of Use & Service

Revised as of October 26, 2023

Welcome to tampafineleaves.com (the "Website"). This Website is owned and operated by Tampa Fine Leaves, LLC. Throughout the Website and these Terms and Conditions of Use and Service, the terms "we", "us" and "our" refer to Tampa Fine Leaves, LLC.

1. ACCEPTANCE. Tampa Fine Leaves, LLC provides you access to the Website, including all information and products available from this Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein, subject to the following terms and conditions.

By accessing or visiting the Website, you engage in our "Service" and agree to be legally bound by the following terms and conditions ("Terms"), without limitation or qualification, including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms apply to all users of the Website, including without limitation users who are browsers, vendors, customers, and/or merchants. Please read these Terms carefully before accessing or using the Website. 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.

Any new features or products which are added to the current Website shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to the 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 to these Terms constitutes acceptance of said changes.

By accessing or visiting the Website, you understand you are solely responsible for maintaining the confidentiality of your personal information, for restricting access to your computer, and you agree to accept responsibility for all activities that occur when accessing our Website via your computer.

By agreeing to these Terms, you represent that you are at least twenty-one (21) years of age or the legal age in your state or province of residence to purchase, possess, or consume tobacco or nicotine products. You further represent, warrant, and agree that you have the full power and authority to accept these Terms.

PERSONS NOT OF LEGAL AGE TO PURCHASE, POSSESS, OR CONSUME TOBACCO PRODUCTS,

OR PERSONS OTHERWISE BANNED OR PROHIBITED BY LAW FROM ACCESSING THIS SITE, PURCHASING, POSSESSING, OR CONSUMING TOBACCO PRODUCTS SHOULD LEAVE IMMEDIATELY. DELIBERATE VIOLATION OR DISREGARD FOR THESE TERMS MAY BE DEEMED ILLEGAL, AND WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES WITHOUT NOTICE, AND/OR PROSECUTION IN ACCORDANCE WITH APPLICABLE LAWS.

2. GEOGRAPHIC SCOPE. The Website may be viewed throughout the State of Florida, the United States and internationally, and may contain references to products not available in all states or countries. There shall be no implication that we intend to make such products available in such locales, states or countries; further, no warranty or representation is made to the same.

3. NO ILLEGAL OR UNAUTHORIZED PURPOSES. You may not use the Website for any illegal or unauthorized purpose nor may you violate any laws in your jurisdiction (including but not limited to copyright laws, and the legal age for purchasing, possessing, or consuming tobacco or nicotine products).

You must not transmit any worms or viruses or any code of a destructive nature. You agree not to undertake any action to undermine the integrity of our computer systems or networks and/or attempt to gain unauthorized access to such computer systems or networks.

A breach or violation of any of the Terms will result in an immediate termination of any rights you may have as a visitor or user of the Website.

4. LICENSE AND ACCESS. We grant you a nonexclusive, non transferable, revocable limited license to access the Website and the material provided within. This license does not include any rights of resale or commercial use of the Website or its contents; any collection and use of any descriptions of services; any derivative use of the Website or its contents; any downloading or copying of information for the benefit of another company; or any use of data mining, robots, or similar data gathering and extraction tools. The Website and its contents may not be reproduced, duplicated, copied, sold, resold, visited,

or otherwise exploited for any commercial purpose. Any unauthorized use terminates the permission or license granted by Tampa Fine Leaves, LLC.

You are granted a limited, revocable, and nonexclusive license to create a hyperlink to the webpages of Tampa Fine Leaves, LLC so long as the link does not portray us, the Website or its contents, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any proprietary graphic, trade name, trademark, or service mark of Tampa Fine Leaves, LLC or any of its affiliates as part of the link without the express, written consent of Tampa Fine Leaves, LLC.

5. PRODUCTS. We reserve the right, but are not obligated, to limit sales 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 products and/or services that we offer. All descriptions of products and its pricing are subject to change at anytime without notice, in our sole discretion. We reserve the right to discontinue any products at any time. Any offer for any products made on this Website is void where prohibited.

We do not warrant that the products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the same will be corrected.

This Website is for-profit and therefore may accept payment for advertisements, and the like.

6. BILLING. As applicable, we reserve the right to refuse any order or service request you place with us. In the event that we make a change to or cancel an order or request, 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 or product requests that, in our sole judgment, appear to be fraudulent or placed by unauthorized person (including those under the legal age to purchase, possess, or consume tobacco or nicotine products), representative, dealers, resellers or distributors.

You agree to provide current, complete and accurate information for all requests or purchases, as applicable. You agree to promptly update your account and other information, including your e-mail address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed, as applicable.

7. THIRD-PARTY OUTBOUND LINKS. Certain content, and products available via the Website may include materials from third-parties, including access to that third-party's website.

We are not affiliated with such third-party links. Further, we do not endorse, and are not responsible or liable whatsoever for any content, advertising, products, services, or other materials on or available from such other websites or resources. We are not responsible or liable, directly or indirectly, for any harm, loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, or other resources available from any other website, regardless of whether we directly or indirectly link to such content, advertisements, products, services, or other resources. We are also not responsible or liable whatsoever 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 carefully review the third-party's policies to make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party websites should be directed to that third-party.

8. USER COMMUNICATIONS. When you contact us through the Website, sign-up to receive e-mail newsletters, or send an email to an address located on the Website, as may be applicable, you are communicating with us electronically. You consent to receive a response from us electronically. We may communicate with you by e-mail or by posting notices on the Website.

If you send certain requests, submissions, comments, or feedback, whether requested by us or not, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any such communication that you sent us. We are not under any obligation whatsoever (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. 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.

You agree that your communications to us 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 communications 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 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 communications you make and their accuracy.

We take no responsibility and assume no liability for any communications posted by you or any third-party.

You understand that any communications to us (excluding 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.

9. PERSONAL INFORMATION. Your purchase or otherwise engagement with our Website, whether intentionally submitted or otherwise, of personal information through the website is governed by our Privacy Policy.

10. INTELLECTUAL PROPERTY. You agree to use the Website solely for your own private purposes. You agree not to (a) reproduce, duplicate, copy, download, republish, sell, resell, distribute or exploit any information, text, images, graphics, or other information available on or through the Website, and (b) do the same or otherwise use any Website content for the purposes of operating a business that competes with Tampa Fine Leaves, LLC, or otherwise commercially exploiting the Website content.

Tampa Fine Leaves, LLC may own certain registered and unregistered trademarks in the United States or other countries, including but not limited to: "Tampa Fine Leaves, LLC" and various stylized version thereof; as well as other marks listed on the website. All other trademarks, service marks, trade names, and logos not owned by Tampa Fine Leaves, LLC that appear on the Website are the property of their respective owners, who may or may not be affiliated with Tampa Fine Leaves, LLC.

All content included on the Website, including, but not limited to, text, design, graphics, logos, button icons, images, and code, is the property of Tampa Fine Leaves, LLC, and is protected by United States and international copyright laws. No Website content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Website without our prior written express consent. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide written notice to Tampa Fine Leaves, LLC.

11. TESTIMONIALS. Any testimonials, reviews, comments, or user satisfaction stories on the Website reflect the real experiences of individuals and businesses who used our products and/or Website. However, individual results may vary and all experiences may differ.

12. NO RELIANCE. We are not responsible if information made available on this Website is not accurate,

complete or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on the material on this Website is at your own risk. Indeed, occasionally, there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, or offers.

We reserve the right to modify the contents of this Website at any time, without prior notice, but we have no obligation to update, amend or clarify any information on our Website, except as required by law. You agree that it is your responsibility to monitor changes to the Website. No specified update on the Website should be taken to indicate that all information on the Website has been modified or updated.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.

You agree that from time to time we may remove the Website for indefinite periods of time or cancel the Website at any time, without notice to you.

You further expressly agree that your use of, or inability to use, the Website is at your sole risk. The service and all products delivered to you through the Website, as may be applicable, 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.

In no case shall Tampa Fine Leaves, LLC, 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 by using the Website, or for any other claim related in any way to your use of the Website or any products and/or services, 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 Website or any content (including product) posted, transmitted, or otherwise made available via the Website, even if advised of their possibility. YOUR

SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE AND/OR PRODUCT(S). 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.

14. SURGEON GENERAL'S WARNING. THE SURGEON GENERAL OF THE UNITED STATES ([HTTP://WWW.SURGEONGENERAL.GOV/](http://www.surgeongeneral.gov/)) WARNS THAT: SMOKING CAUSES LUNG CANCER, HEART DISEASE, EMPHYSEMA, AND MAY COMPLICATE PREGNANCY; QUITTING SMOKING NOW GREATLY REDUCES SERIOUS RISKS TO YOUR HEALTH; SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH, AND LOW BIRTH WEIGHT; AND CIGARETTE SMOKE CONTAINS CARBON MONOXIDE.

THE SURGEON GENERAL FURTHER WARNS THAT: CIGAR SMOKING CAN CAUSE CANCERS OF THE MOUTH AND THROAT, EVEN IF YOU DO NOT INHALE; CIGARS ARE NOT A SAFE ALTERNATIVE TO CIGARETTES; TOBACCO SMOKE INCREASES THE RISK OF LUNG CANCER AND HEART DISEASE, EVEN IN NONSMOKERS; CIGAR SMOKING CAN CAUSE LUNG CANCER AND HEART DISEASE; TOBACCO USE INCREASES THE RISK OF INFERTILITY, STILLBIRTH, AND LOW BIRTH WEIGHT; AND THIS PRODUCT CONTAINS/ PRODUCES CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

15. FDA WARNINGS. TOBACCO PRODUCTS SOLD ON THIS WEBSITE CONTAIN NICOTINE. NICOTINE IS AN ADDICTIVE CHEMICAL.

TOBACCO PRODUCTS SOLD ON THIS WEBSITE CAN EXPOSE YOU TO CHEMICALS INCLUDING TOBACCO SMOKE, WHICH IS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FOR MORE INFORMATION GO TO WWW.P65WARNINGS.CA.GOV.

16. No WAIVER. Our decision not to enforce any right or decision not to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of our right to act with respect to subsequent or similar breaches.

17. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Tampa Fine Leaves, LLC, 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 breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

18. COOPERATION WITH LAW ENFORCEMENT OR LEGAL PROCEEDING. We reserve the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, we may disclose any communications or contact information provided to us, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. We shall not be liable for damage that results arising from such disclosure, and you agree not to bring any action or claim against us for such disclosure. You agree to indemnify us, our affiliates, directors, employees, agents and representatives and to hold them harmless from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your use of the Website or from your breach of these Terms.

19. HEADINGS OR CAPTIONS. The headings or captions used herein are included for convenience only and will not limit or otherwise affect these Terms.

20. SEVERABILITY. In the event that any provision of these Terms 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, such determination shall not affect the validity and enforceability of any other remaining provisions.

21. GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Florida.

22. DISPUTES. Any dispute relating in any way to your visit to the Website shall be submitted to confidential binding arbitration in Tampa, Florida, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, Tampa Fine Leaves, LLC may seek injunctive or other appropriate relief in any state or federal court in the State of Florida, and you consent to the exclusive jurisdiction and venue in such courts. Arbitration under these terms and conditions of use shall be conducted under the rules then prevailing of the American Arbitration Association.