



Terms and Conditions

Welcome to the HempSMART and affiliates ("HempSMART, we, us, or our") website(s) ("Site" (as defined below)). The Terms of Use ("Policy") is an agreement between HempSMART and the user ("you, your, user, or Affiliate"), and sets forth the legal terms and conditions governing your use of this Site and purchase/or use of our goods, or services.

Your use of the Site, and all information, data, text, software, information, images, sounds or other materials contained therein confirms your unconditional assent to be bound by this Policy and is subject to your continued compliance with the terms and conditions of this Policy.

Furthermore, you agree to indemnify, compensate, and hold harmless, HempSMART from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the Site in violation of this Policy. If you do not agree to be bound by the terms and conditions of this Policy, do not access or otherwise use the Site.

Definitions

"Site" means any and all HempSMART developed websites.

Applicable Laws

The Site is controlled and operated by HempSMART from its headquarters in San Diego. Thus, the laws of the United States, State of California apply, and any claim relating to, and the use of, the Site are governed by the laws of the State of California, without giving effect to any principles of conflicts of laws. HempSMART makes no representation that materials on the Site are appropriate or available for use outside of the United States.

Severability, Enforcement

If any provision of this is held by a tribunal of competent jurisdiction to be illegal, invalid, or otherwise unenforceable in any jurisdiction, then to the fullest extent permitted by law (i) the same shall not affect the other provisions of our Policies, (ii) such provision shall be deemed modified to the extent necessary in the tribunal's opinion to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent of the parties as set forth herein, and (iii) such finding of invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, the disclaimers of warranties and the limitations of liability described herein are considered by the parties to be integral to this Policy and shall not be modified or severed.

Lawful Purposes Only

This Site may only be used for lawful purposes and may not be used in any way to harm another person. You may not use the Site in violation of HempSMART Independent Affiliate Policies and Procedures. You may not falsely advertise, make inappropriate claims, provide obscenity, or create spam using the Site in any way. Spam includes 1) sending unsolicited e-mail messages or web addresses to online users, 2) posting messages that contain the Site address in newsgroups that are unrelated to our products and services, or 3) creating false advertising. You may not gain any illegal or unauthorized access to information or other computers or networks from the Site. You may not assist or permit any person to engage in any named violations.

Those who choose to access the Site do so on their own initiative and are responsible for compliance with applicable local laws, including any and all laws regarding the transmission of technical data exported from the U.S. or the territory in which they reside.

Website Content

All Site content is the property of HempSMART or is controlled or licensed to HempSMART, and protected under applicable copyright, or trademark laws. You may not, without our prior written permission, use marks, images, copies, illustrations, designs, photographs, video clips, or frame or mirror any material contained on this Site on any other server. The unauthorized use of any such material on any other website or computer environment is expressly prohibited.

Eligibility

You represent and warrant that you are eighteen (18) years of age or older. Certain features on this Site (including, but not limited to, user registration) and

certain offerings may be subject to heightened age and/or other eligibility requirements.

Privacy

Your use of our Site is subject to the terms of our Global Privacy Policy. You acknowledge that you have read and understand the Global Privacy Policy, and consent to the use of personal information you provide in accordance with the terms of, and purposes set forth in our Global Privacy Policy.

Promotions

The Site may contain information and advertisements about sweepstakes, contests, or other promotions that require you to provide material or information about yourself. These sweepstakes, contests, or promotions on the are governed by separate rules that have certain eligibility requirements, such as age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. You are solely responsible to determine whether or not you want to and are eligible to participate. By entering any such sweepstakes, contest or other promotion, you agree to abide by the rules and decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

Links to Third-Party Sites

If links to third-party websites are provided on this Site, they are solely as a convenience to you. You will leave this Site if you use those links. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. HempSMART does not review, or control, third-party sites and is not responsible for any sites or their content. HempSMART does not endorse or make any representations about any information or materials found there, or any results that may be obtained from using them. If you access any third-party sites linked to this Site, you do so at your own risk.

Termination

We reserve the right to determine your compliance with this Policy in our sole discretion and our decision shall be final and binding. Any violation of this Policy, Affiliate Policies and Procedures, or any other HempSMART published policy may result in restrictions on your access to all or part of the Site and the termination of your Affiliate status and may be referred to law enforcement authorities. Upon termination, you must promptly destroy any material downloaded or otherwise obtained from your Affiliate Site.

Terms of Sale

These terms apply to you and your purchase of any products through our Site or Mobile App(s). These terms are subject to change without prior written notice at any time in our sole discretion. By placing an order for products through the Site you agree to be bound by and accept the terms and conditions in effect at the time of such order.

Your Account

When you make a purchase from the Site, you may create, or may have already created, an account as part of the process. You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You further agree to accept responsibility for all purchases and activities that occur under your account.

Acceptance of Order

Your placement of an order does not necessarily assure that we will accept your order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting your order, we may require additional information if you have not provided all of the information required by us to complete your order. Once a properly completed order is received, authorization of your form of payment is received and we have accepted your order, we will promptly place your order in line for shipment.

Availability

All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if you have already placed your order. All prices are subject to change without notice, and you agree that taxes may be adjusted from the amount shown on the payment screens. Several factors may cause this, such as variances between processor programs and changes in tax rates.

Payment Terms

By submitting your order, you represent and warrant that you are authorized to use the designated payment method and authorize us to charge your order (including taxes, shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled automatically.

Shipping Terms and Policies

All shipping charges are your responsibility, unless waived by HempSMART. Shipping charges will be included on your invoice and can be viewed prior to finalizing your order. The shipping charge shown during the checkout process is subject to verification. Shipping charges are subject to change without notice. Title to products passes from HempSMART to you upon delivery.

Back Orders

If for some reason an item on your order is temporarily out of stock we will back order that item for you and ship the other merchandise immediately. Items on back order will be charged when the items are actually shipped, along with applicable taxes and shipping charges.

Return and Exchange Policies

When you shop with us we want you to be completely satisfied. For a full and detailed explanation of our return and refund policy please see our Terms and Conditions.

Disclaimer

HempSMART cannot be liable for any damages of any kind related to your use of this Site. All content is provided on an “as is” basis and your use of any Site is at your own risk. We expressly disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. We make no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this site or the content or services provided on, or accessible from, this Site.

FDA Disclaimer

Statements appearing on the Site have not been evaluated by the FDA. The programs and products described herein are not intended to diagnose, treat, cure, or prevent any disease. Always consult your physician or health care professional before starting this or any other health and wellness program. If you are under the age of 18, pregnant, lactating, are allergic, or have any other medical condition, please consult a physician before use. Discontinue use if any allergic reaction occurs. Diabetics: Use only under direct medical supervision. KEEP PRODUCTS OUT OF THE REACH OF CHILDREN.

Revisions and Modifications

HempSMART may revise these Terms of Use at any time. By using the Site or Mobile App you agree to be bound by any such revisions. Accordingly, you should periodically review the Policy to determine the current Policy to which you are bound. Certain Terms of Use may be modified and superseded by expressly designated legal notices or terms located on particular pages on the Site.

Contact Us

If you have any concerns about the Site(s), or this Policy, please send us an e-mail or call us at the below number: We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.