



Terms & Conditions

Effective as of September 26, 2019

These Terms and Conditions of Service apply to the Internet website and any other digital properties (collectively, the “Site”) operated by I AM LABS LLC, (“I AM LABS”, “we”, or “us”). These Terms and Conditions govern your access to and use of this Site as well as all transactions conducted on or through this Site or products purchased through this Site. Please read the following terms and conditions of use carefully before using this Site.

These Terms and Conditions contain a binding arbitration clause and class action waiver that impact your rights about how to resolve disputes. If you live in the United States, please read it carefully.

Terms of Use

By accessing and using this Site, you agree that you have a duty to read these Terms and Conditions, that you have done so, and that you accept these Terms and Conditions in full, including, without limitation, the Disclaimer and Limitation of Liability set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading as a defense against all remedies contained herein. If you disagree with any part of these Terms and Conditions, you are prohibited from using this Site.

License To Use Site

Subject to your compliance with these Terms and Conditions, we or our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the content on this Site (“Content”). This license does not allow you to resell or make any commercial use of the Site, the Content or our products sold through the Site (“Products”); make any derivative use of any of our Content; download, copy, or other use of any account information for the benefit of any third party; or use any data

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Changes

These Terms and Conditions are subject to change by I AM LABS at any time in its discretion. Your use of this Site, including any product order, after any such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please regularly review these Terms and Conditions.

By accessing and using this Site, you agree that you have a duty to read these Terms and Conditions, that you have done so, and that you accept these Terms and Conditions in full, including, without limitation, the Disclaimer and Limitation of Liability set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading as a defense against all remedies contained herein. If you disagree with any part of these Terms and Conditions, you are prohibited from using this Site.

Access To This Site

You must be eighteen (18) years or older to use this Site and to purchase goods or services on this Site. If you are under eighteen (18) years of age, you are not permitted to access this Site for any reason. By using this Site (and, thus, agreeing to the Terms and Conditions) you warrant and represent that you are at least eighteen (18) years of age. Due to the age restrictions for use of this Site, no information obtained by this site falls within the Child Online Privacy Act (COPA) and is not monitored as doing so.

To access this Site or some of the products and resources it has to offer, you may be asked to provide certain personal information or other details for registration or order purposes. It is a condition of your use of this site that all the information you provide

to I AM LABS be true, accurate, current and complete. If you provide any untrue or inaccurate information, or if we have reasonable grounds to suspect that such information is untrue or inaccurate, we may suspend or terminate your account and refuse all current and future use by you of our Site. **Account information and certain other information about you are subject to the terms of our Privacy Policy.**

Use Of This Site

All products sold on this Site are intended for legal use and may not be used or discussed in a manner that is illegal. **As the consumer, it is your responsibility to know your local, state and federal laws before making your purchase. Prior to purchasing any product(s) on this Site, you agree to verify the legality of our products in the jurisdiction where you request shipment.** I AM LABS shall not be responsible for any liability arising from the alleged illegality of products sold to you on this Site. Any governmental employee, agency, or agent must identify themselves to the operators of I AM LABS upon their entering the Site, and when ordering any products from our Site. I AM LABS reserves the right to request a scan of any customer's photo ID for age verification before shipping an order.

Restrictions on Use

You may use this Site only for the purposes expressly permitted by this site. You may not use this Site for any other purpose, including any commercial purpose, without our express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, (ii) frame or use framing techniques to enclose any of our or our Content owner's trademarks, logos, or other proprietary information (including images, text, page layout, or form), (iii) hyperlink to this site, or (iv) use any meta tags or any other "hidden text" using our name or trademarks without the express prior written permission of one of our authorized representatives. For purposes of these Terms and Conditions, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that associates our product with someone other than us or that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with I AM LABS in causing any unauthorized co-branding, framing or hyperlinking to cease immediately.

No material from this Site may be modified, translated, decompiled, disassembled, broadcast, licensed, sublicensed, transferred, sold, mirrored, framed, exploited, rented, leased, copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

Disclaimers

Health Information/FDA Disclosure

Any statements on this Site or any materials or products we distribute or sell have not been evaluated by the Food and Drug Administration (“FDA”). Neither the products nor the ingredients in any of the products available on the Site have been approved or endorsed by the FDA or any regulatory agency. **The products sold on the Site are not intended to diagnose, treat, cure or prevent any disease.** The information on this Site or other materials we may provide to you are designed for educational purposes only and are not intended to be a substitute for informed medical advice or care. **Any information provided on this Site should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. You should consult your physician before using any of our products.**

Always seek the advice of your health provider before taking any medication or nutritional, herbal, and homeopathic supplement and with any questions you may have regarding a medical condition. Do not ignore professional medical advice or postpone seeking it because of something you have read on the Site.

If you think you have a medical emergency, call your health provider or 911 immediately. Information provided on the Site any Product purchased from our Site by you DOES NOT create a doctor-patient relationship between you and any of the health professionals related to our Site.

Products are not for use by or sale to persons under the age of 18.

Products should be used only as directed on the label, and should not be used if you are pregnant or nursing. Consult with a physician before use if you have a serious medical condition or use prescription medications.

Site Use Disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices we have provided. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We make no warranty, express or implied, that the Site or any services, products, or information obtained on or through the Site will meet your requirements or will be uninterrupted, timely, secure, or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components. We do not warrant or make any representation regarding use, or the result of use, of the Content in terms of accuracy, reliability, or otherwise. The Content may include technical inaccuracies or typographical errors, and we may make changes or improvements at any time. YOU, AND NOT US, ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT. All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and we do not undertake any obligation to update such

information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

Proprietary Information

Content

The material and content (referred to as the “Content” in these Terms and Conditions) accessible from this Site, and any other World Wide Web site owned, operated, licensed, or controlled by us is our proprietary information or the proprietary information of the party that provided the Content to us, and we or the party that provided the Content to us retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed or transmitted in any way without our prior written consent, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms and Conditions violates our intellectual property rights. You do not obtain title or any rights, including but not limited to intellectual property rights, to any of the Content as a result of accessing this site.

The use or posting of the Content on any other Site or in a network computer environment for any purpose is prohibited. If you violate any part of the Terms and Conditions, your permission to access and/or use the Content ceases and you must eradicate any copies you have made of the Content.

I AM LABS reserves the right to remove any Content from the Site at any time without prior notice.

Hyperlinks

This Site may contain links to third-party websites. I AM LABS provides these hyperlinks as a convenience only and does not sponsor or endorse any of these sites or their contents. I AM LABS is not responsible for the content of, and does not make any representations or warranties regarding the content or materials on, such linked third-party websites. If you decide to access or rely on information at a linked third-party website, you do so at your own risk.

I AM LABS has no control over these linked sites, all of which have separate privacy and data collection practices, independent of I AM LABS. Nonetheless, I AM LABS seeks to protect the integrity of its Site, and therefore requests any feedback on sites to which it links, including if a specific link does not work.

Correction of Site Errors

Our Content may occasionally contain typographical errors or inaccuracies. We may update any information at any time, for any reason, without prior notice. We apologize in advance as our corrections may relate to information on our products, price-points, and availability. If this is the case, we may cancel orders involving pricing errors or inaccuracies.

User Content

If at any point we decide to accept publicly visual content from users (referred to as “User Content”) such as reviews, ratings, comments, and/or feedback on the Site, it must not contain information that is false, derogatory, obscene, harassing, threatening, discriminatory, violent, vulgar, profane, pornographic, bigoted, damaging, inappropriate, or harmful. It must not threaten or harm someone or cause damage to any property, violate any individual’s legal rights, or promote any illegal or unlawful activity. User Content must not infringe on any patent, trademark, trade secret, copyright, contract, or intellectual or proprietary rights of I AM LABS or any other person or business. Seeking to collect other users email addresses and or personal information for solicitations, advertising, or malware via User Content is strictly prohibited.

Although you retain all of the copywriter and intellectual property rights of your User Content, you grant I AM LABS a non-exclusive, transferrable, worldwide, royalty-free license to use, reproduce, print, transmit, modify, publicly display, share, distribute, copy, sublicense, and create derivative works of your User Content through any media channel without notifying you, and with or without attribution to you. You waive any and all moral rights you may have had in or to your User Content. You are aware that we are not obliged to utilize any of the rights granted in these Terms and Conditions and we do not promise confidentiality to any User Content.

I AM LABS has the right, not obligation, to review, screen, remove, modify, and store any and all User Content shared on the Site at any time or any reason without

notifying you. Any User Content does not reflect I AM LABS's opinions, views, or perspective. You, not I AM LABS, are entirely responsible for the User Content that you upload, post, email, or transmit to the Site and the consequences of posting and publishing it on our Site. I AM LABS is not accountable and holds no burden to any liability for any User Content that you or a third party posts and/or sends through our Site nor are we responsible for any liability for any action or inaction regarding communications or content provided by any user or third party. We take no responsibility and deny liability in your exposure to User Content on the Site regardless of whether or not it violates our Terms and Conditions.

We strongly encourage you to avoid publicly posting information regarding your identity such as but not limited to: your full name, e-mail address, street address, and telephone number. Posting such information puts you at risk for identity theft. You are responsible for the risks associated with interacting with others through User Content and we are not responsible for the behavior of others including (but not limited to) any liability related to their conduct or any User Content posted on the Site.

Information You May Not Post, Publish, Etc.

You may not post, send, submit, publish, or transmit in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm any person by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting

raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;

- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this Site;
- includes MP3 format files;
- amounts to a pyramid or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

Tagged Media

Users and customers who choose to share photos and videos on Instagram, Facebook, Twitter, and other social media channels (“Social Media Channels”), using hashtags, including #IAMLABS, #LiveIAMLABS, #FeelIAMLABS, #KnowYourOil, or tagging the Instagram (@iamlabs.co), Facebook, and/or Twitter Account, (all such hash tagged and/or @ labeled content, “Tagged Media”) acknowledge and agree that I AM LABS (www.iamlabs.co) may use such Tagged Media on our Site, Content, Services, and/or social media. You grant us permission to use and authorize others to use your name, social media handle in association with Tagged Media publicly for promotional purposes, even after you annul your Account. You acknowledge that posting your Tagged Media containing your personal information such as your name, voice, and/or photos, does not violate or infringe on the rights of any third party, including, without limitation to privacy rights, publicly rights, copyrights, trademark, or other intellectual property rights.

Copyright Policy

I AM LABS respects the intellectual property of others. If you believe that any of the Content appearing on the Site, including content displayed by I AM LABS through a link, infringes on your copyright you should notify us immediately. We will investigate the allegations and take suitable action. Our response may include, but is not limited to, termination of access privileges. You acknowledge that you may be

liable for damages, including attorneys' fees and costs, if you materially misrepresent that work or activity is infringing on your rights.

If you believe that your work has been copied and is available on our Site, Services, and Content in a way that amounts to copyright infringement, please contact our team at hello@iamlabs.co with the information below:

- A description and identification of the copyrighted work that you claim has been infringed;
- Identification of where the material that you claim is infringing is located on our Site;
- Your name, mailing address, e-mail address, and telephone number so that I AM LABS may contact you;
- A written statement that expresses your good faith belief that the disputed copy is not authorized by the copyright owner, its agent or by law;
- An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner; and
- A statement that the information in the notice is true, accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

I AM LABS (hereinafter, "We," "Us," "Our") is offering a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing

mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). Message and data rates may apply.

User Opt Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only permissible methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a permissible method of opting out and will not result in you effectively opting out of the Program.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS

PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of I AM LABS's Broad Spectrum Hemp CPG products.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at hello@iamlabs.co. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under eighteen (18) years of age. If you use or engage with the Platform and are between the ages of eighteen (18) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of eighteen (18) years. By using

or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us, or between you and Stodge, LLC d/b/a Postscript or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Santa Monica, California before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. Except as otherwise provided herein, the arbitrator shall apply the

substantive laws of the Federal Judicial Circuit in which I AM LABS's principle place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys' fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of

any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

Your Account

To utilize some of the services and/or purchase a product on the Site, you may need to create an account (“Account”). In creating an Account, you are obligated to provide information about yourself that is accurate, true, complete, and current including your name, mailing address, and e-mail address. You acknowledge that you will update such information, as needed, to keep it accurate, complete, and up-to-date. You are able to manage your Account by logging in through the Site.

Any passwords used for this Site 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. We have the right to monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we will have the right to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, may release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms and Conditions, and we may fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any Content that is believed to violate these Terms and Conditions. BY ACCEPTING THESE TERMS AND CONDITIONS YOU WAIVE AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS,

OFFICERS, AND DIRECTORS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY US OR OTHERS, INCLUDING LAW ENFORCEMENT AUTHORITIES.

Should any of your Account registration information change without your consent, please notify us immediately through our Customer Service team.

For additional information on how we collect, use, store and disclose information from our users, please refer to our Privacy Policy.

We reserve the right to change Account registration requirements at any time.

Making a Purchase

To purchase a product on the Site, you must be 18 years of age or older, be lawfully able to enter into and create an enforceable contract in jurisdiction in which you are using the Site, and have a shipping address within the United States. It is your responsibility to know whether you are legally able to purchase our products.

As the consumer, it is also your responsibility to know your local, state, and federal laws before purchasing a product. All products on the Site are intended for legal use. **As indicated above in these Terms and Conditions, prior to purchasing any products and/or using any services on our Site, you agree to confirm legality of the products in the state where you request to receive a shipment.**

When making a purchase on the Site, you are required to provide information about yourself that is true, accurate, current and complete, including your name, mailing address, e-mail address, and additional information as indicated. Additionally, you must provide payment details that you admit are both legitimate and accurate and confirm that you are the person indicated in the “Billing” information provided.

All orders are subject to availability and any products in “Your Cart” are not reserved until your order processes. Once your order has processed, we are unable to make any changes or cancel it.

All purchases must be for personal use only. Re-selling or using our products for commercial purposes/benefit is strictly prohibited. We reserve the right to cancel or

change orders of multiple quantities of a product from being shipped to any one customer or postal address.

Payments

Purchasing a product on the Site requires a valid credit/debit card by a bank acceptable to the I AM LABS LLC and/or our third party payment processor to process a charge(s) on your credit/debit card in the amount of the total purchase price for the product(s) (plus any applicable taxes or other fees) that you purchase.

All prices, fees and any applicable taxes and other charges are payable in U.S. dollars. When you make a purchase, you must provide traditional billing information such as your name, billing address, and credit card information. You may also need to provide additional information to verify your identity before completing your transaction. If you are completing the purchase using a third party payment processor, that processor's terms and conditions apply to your payment transaction.

We are careful to keep the technicalities of your purchase and payment method protected (as far as it is within our control to do so). However, in the absence of negligence on our part, we shall not be held liable for any loss you may suffer if a third-party procedures unauthorized access to any data and/or personal information that you provide when accessing our Site and/or purchasing a product on the Site.

Promotions & Gift Cards

We reserve the right to refuse, suspend, or revoke promotional offers at any time.

Both digital and also physical gift cards are only redeemable if they are purchased through our Site, www.iamlabs.co or an authorized retail location. We are not responsible for gift cards purchased through an unauthorized reseller. We reserve the right to refuse and/or cancel gift card and/or orders suspected of fraud or for other violations of our policy.

Domestic Shipping Policy

Shipment processing time

All orders are processed within 1 business day. Orders are not shipped or delivered on weekends or holidays.

If we are experiencing a high volume of orders, shipments may be delayed by a few business days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

Shipping rates & delivery estimates

Shipping charges for your order will be calculated and displayed at checkout. Orders totaling \$50.00 or more ship for free. Orders totaling less than \$50.00 ship for a flat rate of \$8.00.

Shipment Method

USPS / 3-7 business days \$8.00

* Expedited shipping is only available for orders with delivery addresses within the continental United States.

Delivery delays may occasionally occur.

Shipment to P.O. boxes or APO/FPO addresses

I AM LABS ships to all 50 US States. We do not ship to P.O. boxes or APO/FPO/DPO addresses at this time.

Shipment confirmation & Order tracking

Once your order has shipped, you'll receive a Shipment Confirmation email which will include your tracking number(s). Tracking information can take 24-48 to activate.

Customs, Duties and Taxes

I AM LABS not responsible for any customs and taxes applied to your order. All fees imposed during or after shipping are the responsibility of the customer (tariffs, taxes, etc.).

Damages

I AM LABS shall not be liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim before contacting our customer experience team.

International Shipping Policy

We currently do not ship outside the U.S.

Returns Policy

Customer Satisfaction

I AM LABS is committed to our customers' satisfaction. Returns are accepted within 15 days of delivery for a full refund of the product. Please note that we do not refund shipping costs. If you would like to set up a return, please contact our customer experience team at hello@iamlabs.co.

Please note that all purchases of I AM LABS products made at a retail location must be returned to the place of purchase. I AM LABS is not able to accept returns and/or refund customers who attempt to return a retail purchase through our website.

Limitation on Liability

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF US AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID I AM LABS FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Severability

If any provision in these Terms and Conditions is declared unenforceable or invalid, the remaining provisions herein shall nevertheless be valid and enforceable.

Indemnity

You will indemnify and hold us and our subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the “Indemnified Parties”) harmless from any breach of these Terms and Conditions by you, including any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, attorney’s fees and expert witness fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Site.

Trademarks and Copyrights

Trademarks, service marks, logos, graphics, images, HTML, codes, multimedia clips, Java codes, button icons, banners and software appearing in this Site are our property or the property of the party that provided the trademarks, service marks, logos or copyrighted material to us. We, and any party that provided any of the foregoing to us, retain all rights with respect to any of our or their respective trademarks, service marks, logos and copyrighted material appearing in this Site. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

California Law Applies

These Terms and Conditions shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

Miscellaneous

Dispute Resolution

In the event of any claims, disputes, or other controversies arising out of, or relating to, these Terms and Conditions, the use of this Site or information obtained through this Site, or any other claims, disputes, or controversies arising out of or relating to this Site, or any other World Wide Web site owned, operated, licensed, or controlled by us (the “Dispute” and together the “Disputes”), you agree to resolve any Dispute through confidential binding arbitration in California, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

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 Terms and Conditions of Service as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our Legal Department at 461 Old Newport Blvd. Unit D, Newport Beach California, 92627. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

We both agree that any dispute resolution proceedings 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 we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Failure to insist on strict performance of any of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by us of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. These Terms and Conditions will be governed and interpreted pursuant to the

laws of California, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in California in connection with any dispute between you and us arising out of these Terms and Conditions or pertaining to the subject matter hereof. The parties to these Terms and Conditions each agree that the exclusive venue for any dispute between the parties arising out of these Terms and Conditions or pertaining to the subject matter of these Terms and Conditions will be in the state and federal courts in California. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the Site must be brought within two(2) years from the date on which such claim or action arose or accrued. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions (including our privacy policy) constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain. We may revise these Terms and Conditions at any time by updating this posting.

Your Consent

By using our Site, you consent to our Terms and Conditions.

Questions? Please Contact Us

If you have any questions about these Terms and Conditions, please contact us at hello@iamlabs.co.