

Terms and Conditions

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Safety Acknowledgment — Cannabis is a Schedule I controlled substance under the Controlled Substances Act, and, therefore, the possession, cultivation and distribution thereof, or conspiring with or assisting others to do the same, is federally illegal and can result in significant criminal and civil penalties. You further acknowledge that medical use is not recognized as a valid defense under federal laws regulating cannabis, and that the interstate transportation of cannabis is a federal offense. **ENGAGING IN ACTIVITIES OR BUSINESS RELATED TO CANNABIS IS AT YOUR OWN RISK.**

By using this Platform, you acknowledge the information contained in these Terms and Conditions, the information provided on this Platform, within any of FHM’s social media pages or channels, and all of the documentation and literature included with any product identified on the Platform, was developed for informational and educational purposes only. In no way is any of the information contained in these Terms and Conditions or elsewhere on the Platform intended to be a medical or prescriptive guide or a substitute for informed medical advice or care, nor is it intended to cover all possible uses, directions, precautions, or adverse effects. These Products and any statements made regarding these Products have not been evaluated or approved by the U.S. Food and Drug Administration (FDA) for any indication, including safety and efficacy. You should never delay seeking or disregard advice from a medical professional based on something you have read on the Platform. Do not operate vehicles or machinery while under the influence of cannabis. If you are pregnant or may be pregnant, breastfeeding, suffering from a known health condition, or taking any prescription medications, you should consult a physician or other health care professional prior to using cannabis. You and any other user of any product on the Platform are solely responsible for the use of such product and the consequences of such use. Any illegal use or resale of any products listed on the Platform could subject you to fines, penalties and/or imprisonment under state and federal law.

Member Accounts — In order to use certain features of the Platform, you may need to create an account (“User Account”). You may never use another User’s Account without permission. You must provide complete and accurate information during the registration process and you have an ongoing obligation to update this information if and when it changes. Our information collection and use policies with respect to your User Account information are set in our Privacy Policy, which is incorporated into these Terms and Conditions by reference. An age verification check will occur during the registration process in order to confirm that you are eligible to order Products.

As stated above, in creating a User Account, you will be asked to provide a username and password. You are solely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You are also solely responsible for any and all activities that occur under your registration or your User Account Information. You agree to notify us immediately of any unauthorized use of your account, username, or password.

You agree that you will not create more than one account. By registering and obtaining an account you affirm you will follow the Terms and Conditions. Your registration constitutes your consent to enter into agreements with us electronically.

We shall not be liable for any loss that you incur as a result of someone else using your account, username, or password, either with or without your knowledge. You may be held liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account, username, or password.

We reserve the right to terminate your registration or to refuse to sell Products to you, without prior notice to you, at any time and for any or no reason.

Intellectual Property Ownership — Unless otherwise noted, all text, content and documents on the Platform, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Platform, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Platform (the “Content”) are owned by FHM(or its affiliates) or used with permission or under license from a third party (hereinafter collectively referred to as the “Owner”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between FHM and you, all right, title and interest in and to the Content will at all times remain with FHM and/or its Owners. All brand names, product names, titles, slogans, logos, or service names and other marks used on the Platform, are registered and/or common law trade names, trademarks or service marks of FHM.

Limited Use; Restrictions on Use — You are permitted to use the Content and/or any services and products on the Platform for lawful purposes as provided in the Terms and Conditions only; any other use or misuse of any Content is strictly prohibited. FHM grants you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use the Content, without right to sublicense, under the following conditions: you shall not, without FHM’s express written consent: (a) copy, retransmit, modify, disseminate, display, perform, reuse, re-post, broadcast, circulate, or otherwise distribute the Content, or modify or re-use all or part of the Content, (b) use

any tradename, trademark, or brand name of FHM in metatags, keywords and/or hidden text, (c) create derivative works from the Content or commercially exploit the Content, in whole or in part, in any way, and (d) use the Platform, the Content, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to FHM, the Owner, or any third party referenced therein. FHM reserves all other rights. You shall not alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Content. Except as expressly provided herein, nothing on the Platform shall be construed as conferring any license under FHM's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, FHM may revoke any of the foregoing rights and/or your access to the Platform, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

Job Postings — If you use the Platform to apply for any job posting, you represent and warrant that any and all information you provide will be complete, up to date and accurate.

Social Media Sites and Third Party Links — From time to time, the Platform may include features and functionality that allow you to interact with other sites that are not under our control (“Linked Site”), including third party service providers that help us facilitate the provision of the Platform and Services to you, and various social media websites (“Social Media Sites”). FHM provides these features, functionality and links to you only as a convenience and does not endorse any Linked Sites or Social Media Sites. FHM is not responsible for the practices, contents or transmission of any Linked Site or Social Media Site or for the terms of use or privacy practices of any Linked Site or Social Media Site. You should carefully read the policies of any site you visit. Also, in the event that you use any Social Media Site to comment upon FHM or any of its products, you agree that you will always clearly and conspicuously disclose any material connection you have with FHM (if any) or any consideration you may receive from FHM in connection with your comment (if any). Under no circumstances are you authorized to make any claim regarding FHM or any of its products on any Social Media Site regardless of any material connection you may have with FHM or your receipt of any consideration. **IF YOU MAKE ANY CLAIM REGARDING FHM OR ANY OF FHM'S PRODUCTS ON A SOCIAL MEDIA SITE IN VIOLATION OF THE FOREGOING, YOU, AND NOT FHM, SHALL BE THE SOLE AUTHOR OF SUCH CLAIM AND SHALL BE SOLELY LIABLE THEREFOR.**

Submitted Ideas — If you submit any ideas, suggestions, concepts, techniques, procedures, methods, systems, designs, plans, charts, or similar materials (collectively “Submitted Ideas”), all such Submitted Ideas disclosed or offered to us by you shall be deemed to be non-confidential and non-proprietary and shall become the exclusive property of FHM. Further, you understand and acknowledge that FHM employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your Submitted Ideas and that FHM is only willing to consider the suggestion on these terms. In any event, you acknowledge and agree that FHM assumes no obligation of confidentiality or nondisclosure, express or implied by considering your Submitted Ideas. Without limitation, FHM shall be entitled to unrestricted use of the Submitted Ideas (in whole or in part and including, without limitation, any derivations thereof) for any purpose whatsoever, commercial or otherwise without any form of compensation.

Posting Policy

- Community Guidelines—In addition to links to Social Media Sites, the Platform itself may include bulletin boards, blogs, chat rooms, comments sections, and other community forums which allow you to post information, provide feedback and comments, and otherwise interact with other users, either through postings or by interacting in real-time (together with the FHM relevant sections of the Social Media Sites, the “Community Forums”). If the Platform includes any Community Forums, the restrictions and obligations contained in this Section shall apply.
- FHM shall monitor the Community Forums on a regular basis for any readily apparent violations of these Terms and Conditions or illegal content. Notwithstanding the foregoing, you acknowledge that FHM is under no obligation to edit or modify any information available in a Community Forum or decide any dispute or disagreement between posters and shall have no liability to you for any content posted in a Community Forum.
- You acknowledge that any opinions, statement, recommendation, offers, advice or other information presented or disseminated on the Community Forums are those of their respective authors who are solely responsible and liable for their content. FHM reserves the right, in its sole discretion, to refuse to post or remove any material submitted or posted on the Community Forums.
- By using this Platform, you: (a) authorize FHM to collect and store any comments, images, or other content that you upload, post, or submit (“Submissions”) on our servers and systems in accordance with our Privacy Policy, (b) grant FHM an unlimited, perpetual, royalty-free, sub-licensable, transferable and irrevocable license to use, modify, or adapt the Submissions for any purpose whatsoever, including but not limited to incorporating the Submissions into Content that may be commercial in nature. In addition, since information on this Platform is public and for every user to access, you acknowledge that you do not have any expectation of privacy in relation to your Submissions. Finally, you are expressly prohibited from submitting any of the following (“Prohibited Submissions”):
 - Any Submission that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, racially offensive, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 - Any Submission that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, or material that depicts child-pornography, acts of violence;
 - Any Submission that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - Any Submission that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
 - Unsolicited promotions, political campaigning, advertising or solicitations;
 - Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
 - Viruses, spyware, trojans, corrupted data or any other harmful, disruptive or destructive files; or
 - Any Submission that in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Platform, or

which may expose FHM or its affiliates or its users to any harm or liability of any type.

No Archive — Even if this Platform includes features and functionality that permit you to upload certain Submissions to our services or systems, this Platform is not and shall not function as an archive. FHM shall have no liability to you or any other person for loss, damage, or destruction to your Submission. You shall be solely responsible for maintaining independent archival and backup copies of any Submission.

Prices; Purchases — You understand that: (a) the prices listed through the Platform may include the retail price, state taxes, local taxes, sales tax, additional taxes based on applicable laws and regulations; and (b) FHM reserves the right to change such prices at any time, at its discretion. You are liable for all taxes on the Products provided under this Agreement (other than taxes based on the FHM's income). FHM, at its sole discretion, may make promotional offers with respect to Products. Unless otherwise indicated by FHM, promotions do not apply to taxes, fees, or any charges. Taxes and fees may apply to the full value of Products subsequently reduced in price by a promotion. To use the Platform to purchase Products, you must provide one or more payment methods, which will be processed through SmartHub our third party payment processor, and subject to its terms of service and privacy policy available [here](#). We may also update your payment methods using information provided by SmartHub. You remain responsible for any uncollected amounts.

No Refunds — Charges paid by you for completed and delivered orders are final and non-refundable. FHM has no obligation to provide refunds or credits, but may grant them, in each case in FHM's sole discretion.

Mobile Data Fees and Usage — FHM is not responsible for any fees or usage charges related to your access of the Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Platform from a mobile or tablet device. You are solely responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates thereto. FHM does not guarantee that the Platform, or any portion thereof, will function on any particular network, hardware, or devices.

United States Only — This Platform is intended only for users in the United States. By using the Platform, you agree and acknowledge that the Platform is hosted in the United States and that data collected through the Platform will be stored and processed in the United States. Please be advised that through your continued use of this Platform, which is governed by U.S. law, these Terms and Conditions, and the Privacy Policy, you are transferring your personal information to the United States and you consent to (a) such transfer, (b) the application of the laws of the United States and/or the Commonwealth of Massachusetts with respect to any dispute arising from or related to the Privacy Policy and/or your use of the Platform, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the Commonwealth of Massachusetts, and (c) the exclusive jurisdiction of the courts of the United States and the Commonwealth of Massachusetts.

Disclaimers — FHM reserves the right to change any part of the Platform at any time without notice, subject to the “NOTICE” provision set forth below.

Warranties, Limitation of Liability — THIS PLATFORM, AND ANY PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM OR ANY PRODUCTS, SERVICES, INFORMATION OR SOFTWARE THEREIN.

We reserve the right to limit the quantities of any Products or Services that we offer. We reserve the right to discontinue any Product at any time. Any offer for any Product or Service made on the Platform is void where prohibited.

Neither FHM, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of (or inability to use) the Platform, Products or Services or arising out of any action taken in response to or as a result of any Content or other information available on the Platform, however caused, whether based on breach of contract, tort, proprietary rights infringement, product liability or otherwise—except in the event FHM fails to comply with our Privacy Policy. If you become dissatisfied in any way with the Platform, Terms and Conditions or Privacy Policy, your sole and exclusive remedy is to stop your use of the Platform and its services. You hereby waive any and all claims against FHM and its affiliates, agents, representatives and licensors arising out of your use of the Platform—except in the event FHM fails to comply with our Privacy Policy.

Indemnification — YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FHM, ITS PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INTERNS, AGENTS, DISTRIBUTORS, AND VENDORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES ARISING FROM OR RELATING TO YOUR USE OF THE PLATFORM, PRODUCTS OR SERVICES, YOUR BREACH OF ANY OF THESE TERMS AND CONDITIONS OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY. NOTWITHSTANDING THE FOREGOING, FHM RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY FHM, AND YOU AGREE TO COOPERATE, AT YOUR EXPENSE, WITH FHM’S DEFENSE OF SUCH CLAIMS. FHM WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

Digital Millennium Copyright Act — FHM is committed to respecting and protecting the legal rights of copyright owners. As such, FHM adheres to the following notice and take down policy,

in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Content infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a “DMCA Takedown Notice”). To be valid, a DMCA Takedown Notice must (i) be provided to FHM’s designated agent, (“Copyright Agent”), as set forth below, and (ii) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

You acknowledge that in order for FHM to be authorized to takedown any Content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

No Framing; Links— Framing, in-line linking or other methods of association with the Platform are expressly prohibited without prior written approval from FHM.

Ability to Accept Terms and Conditions — You affirm that you are more than 21 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms and Conditions, and to abide by and comply with the Terms and Conditions.

Assignment — The Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FHM without restriction.

Notice — From time to time, we may revise these Terms and Conditions. To help you stay current of any changes, FHM may take one or more of the following steps: (1) FHM notes the date the Terms and Conditions was last updated above, and (2) when FHM makes a material change to the Terms and Conditions, we may post conspicuous announcements of such changes on the Platform next to the link to these Terms and Conditions. Your use of the Platform following the posting of any revised Terms and Conditions shall be deemed acceptance of the revised Terms and Conditions. FHM strongly recommends checking the Terms and Conditions periodically. If we are required by law to obtain your express consent for any changes to the Terms and Conditions, then we will make a commercially reasonable attempt to obtain your consent before implementing such revisions.

Binding Arbitration – Any controversy or claim arising out of your use of the Platform, these Terms and Conditions, and/or our Privacy Policy shall be settled by binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to www.jamsadr.com to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

In resolving a claim for arbitration, the arbitrator shall apply Massachusetts law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate the dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. Disputes regarding the arbitrability of any claim shall be resolved by the arbitrator.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THIS PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

Class Action Waiver -- Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal

action. Your access and continued use of the Platform, Products or Services signifies your explicit consent to this waiver.

Miscellaneous — FHM's failure to enforce any provision of the Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision. A printed version of the Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.