

Terms & Conditions

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING THIS WEBSITE AND PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH SUNSHINE GLOBAL HEALTH LLC., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR GOODS BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products through www.sunshineglobalhealth.com (the "Site"). These Terms are subject to change by Sunshine Global Health, LLC (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any products that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the website Terms & Conditions that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site (see Section 8).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept orders at our sole discretion. After having received your order, we will send you a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of

your order and the formation of the contract of sale between Sunshine Global Health and you will not take place unless and until you have received your order confirmation e-mail. You have the option to cancel your order by contacting our Customer Service Department before we have sent your order confirmation e-mail.

3. Prices and Payment Terms.

(a) Prices posted on this Site may be different than prices offered by us and other retailers both on the internet and at physical locations. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time-to-time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept most major credit cards, debit cards, cash, check, and wire transfer for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Goods Not for Resale or Export by Direct Consumers. You, as a direct consumer of the Products, represent and warrant that you are buying products from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

6. Goods Not for Export by Business Customers. You, as a business consumer or reseller of the Products, represent and warrant that you are buying products from the Site for use by your business or for resale by your business to customers located within the US. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

7. Intellectual Property.

(a) This site and all of its contents (the “Content”) are the sole property of Sunshine Global Health LLC. This includes the graphics, logos, interface, layout, design, sounds, text, color scheme, blog posts, press releases, product names, product descriptions, ingredient lists, trademarks, software code, menus, and all other materials on this site. Marketing materials and logos incorporating the words “Sunshine Global Health” are trademarked designs and are the property of or licensed to Sunshine Global Health, LLC. You are not entitled to use, in any way, any of the intellectual property on this site for any reason without the written permission of Sunshine Global Health, LLC prior to such use.

(b) Subject to your compliance with this Agreement, we 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. This license does not allow you to resell or make any commercial use of the site, its Contents or our products sold through the site; make any derivative use of any of our Content; download, copy, or other use any Content or account information for the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in this Agreement are reserved and retained by us or our licensors, suppliers, publishers, rightsholders, or other content providers. No Content on, or product sold through, this site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior express written consent. You may not misuse our products or Content. You may use our site only as permitted by law and this Agreement. The licenses we have granted you terminate if you do not comply with this Agreement.

(c) This site may contain logos, trademarks, or other intellectual property belonging to third parties not affiliated with Sunshine Global Health, LLC. You are responsible for complying with all legal obligations and the intellectual property policies related to any use by you of any third party’s intellectual property displayed on this site. You agree to indemnify and hold harmless Sunshine Global Health, LLC. for any use by you of any third party’s intellectual property or proprietary information displayed on this site.

8. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

9. Returns and Refunds. We want you to feel confident with your CBD purchase and want to provide you with the highest quality customer service. Our Return & Refund policy, governs all returns and refunds of products purchased through the Site.

(a) Please inspect your products carefully upon arrival to ensure that they are not defective or have not been damaged during shipment. Claims for damaged products must be made within 72 hours of receiving the product to info@sunshineglobalhealth.com. We encourage you to provide details of the damage, including photo proof of damage within that time-frame.

(b) If you are not satisfied with our products, you may request a refund. At the sole discretion of Sunshine Global Health, LLC. we may accept a return of the products for a refund of your full purchase price, less the original shipping and handling costs, provided such return is made within THIRTY (30) days of delivery with valid proof of purchase and provided such products are returned in their original condition. To return products, you must email our Returns Department at info@sunshineglobalhealth.com to obtain a Return Merchandise Authorization (“RMA”) number before shipping your product. No returns of any type will be accepted without an RMA number. You are responsible for all shipping charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

(c) Returns with an RMA should be shipped to Sunshine Global Health, LLC. 3817 South Nova Road, Unit 104-117, Port Orange, Florida 32127

(1) Refunds will be processed within approximately FIVE (5) business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site. WE OFFER NO REFUNDS ON SALE PRODUCTS OR ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

(2) For defective returns, please refer to the manufacturer’s warranty (see Section 12 and Section 13 in the Website Terms and Conditions) included with the product or as detailed in the product’s description on our Site.

10. Usage Limitations.

(a) You may not:

- (1) Submit any false or misleading information to this site or use this site to submit any false or misleading information to Sunshine Global Health, LLC. or any other party;
- (2) Use this site to access any private network of Sunshine Global Health, LLC., any other private proprietary information belonging to Sunshine Global Health, LLC., or any other information not intended for customer use;
- (3) Upload any harmful computer program or component, including any virus, malware, bot, trojan, worm, bomb, or any other computer component, program or action designed to damage and/or alter this site in any way, or to receive any proprietary information belonging to Sunshine Global Health, LLC.;
- (4) Take any action that disrupts or changes the functionality, content or accessibility of this site, including any act that takes down the site;
- (5) Disguise your origin or that of any message sent by you, pretend to be somebody or something else, or impersonate anybody or anything;
- (6) Use this site in any way for any purpose that is unlawful or in violation of this Agreement; or,
- (7) Upload any content, including, but not limited to comments, feedback, or other submissions, that contains unlawful, offensive, threatening, libelous, defamatory, or otherwise objectionable material in violation of this Agreement.

11. User Comments, Feedback and other Submissions

- (a) If you make submissions to us, including, but not limited to contest entries, creative ideas, suggestions, proposals, plans, or other materials, whether at our request or unsolicited, whether online, by email, by postal mail, or otherwise (collectively, 'Comments'), you agree that you waive any claims of ownership at the time of submission or at any point in the future, and we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use your submission. We are and shall be under no obligation to (1) maintain any comments in confidence; (2) pay compensation for any comments; or (3) respond to any comments.
- (b) We may, at our sole discretion, monitor, edit or remove content that we determine is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

12. Limited Warranty and Disclaimers for Direct to Consumer Sales.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

WE WARRANT THAT DURING THE CONSUMER WARRANTY PERIOD, THE PRODUCTS PURCHASED FROM THE SITE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by the warranty in Section 12. For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(b) Who May Use This Warranty?

This limited warranty extends only to the original consumer who purchased the products from the Site. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of any services provided, if any.

THIS LIMITED WARRANTY CONTAINED IN THIS SECTION 12 SHALL ONLY APPLY TO TRANSACTIONS BETWEEN US WITH DIRECT CONSUMERS. ANY TRANSACTION BETWEEN US AND ANY BUSINESS SHALL BE GOVERNED BY THE WARRANTY TERMS CONTAINED WITHIN SECTION 13.

(c) What Does This Warranty Cover?

This limited warranty covers during the Consumer Warranty Period (as defined below) defects in materials and workmanship in products purchased from the Site.

(d) What Does This Warranty Not Cover?

This limited warranty does not cover any damage due to:

(i) Transportation;

(ii) Storage;

(iii) Improper use;

(iv) Failure to follow product instructions;

(v) Modifications;

(vi) Combination or use with any products, materials, processes, systems or other matter not provided or authorized by Sunshine Global Health, LLC.; or

(vii) External causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(e) What is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for THIRTY (30) days (the “Consumer Warranty Period”). The Consumer Warranty Period is not extended if we repair or replace a warranted product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

(f) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Consumer Warranty Period, we will, in our sole discretion, either: (i) repair or replace such products free of charge, or (ii) refund the purchase price of such products.

(g) How Do You Obtain Warranty Service?

To obtain warranty service, you must call or email our Customer Service Department during the Consumer Warranty Period to obtain an Return Merchandise Authorization “RMA” number. No Warranty service will be provided without an RMA number. Once an RMA number is obtained, we will send an e-mail to you within FIVE (5) business days at the e-mail address provided by you upon your purchase of the products describing the means in which we will honor this Limited Warranty.

(h) Limitation of Liability.

THE REMEDIES DESCRIBED IN THIS SECTION 12 ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(i) What Can You Do if a Dispute Arises with Us?

The informal dispute resolution procedure detailed in Section 16 is available to you if you believe that we have not performed our obligations under this limited warranty or these Terms.

13. Limited Warranty and Disclaimers for Direct to Business Sales.

(a) We warrant to you, as a business customer or business who resells our Products, that for a period of THIRTY (30) days from the date of shipment (“Business Warranty Period”), the products purchased through the Site will materially conform to our published specifications in effect as of the date of shipment and be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 13(a), WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS PURCHASED THROUGH THE SITE BY YOUR BUSINESS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by the warranty in Section 13(a). For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) We shall not be liable for a breach of the warranties set forth in Section 13(a) unless: (i) you give written notice of the defective products, as the case may be, reasonably described, to us within FIVE (5) business days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 13(a) to examine such products and you (if we so request) return such products to our place of business at your cost for the examination to take place there; and (iii) we reasonably verify your claim that the products are defective.

(e) We shall not be liable for a breach of the warranty set forth in Section 13(a) if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you modify, alter or repair such products without our prior written consent.

(f) Subject to Section 13(d) and Section 13(e) above, with respect to any such products during the Business Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.

(g) THE REMEDIES SET FORTH IN SECTION 13(f) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 13(a).

(h) Limitation of Liability.

(i) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL OR INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(ii) IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS SOLD THROUGH THE SITE.

14. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Governing Law and Jurisdiction. This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

16. Dispute Resolution and Binding Arbitration.

(a) YOU AND SUNSHINE GLOBAL HEALTH LLC. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION

WITH RESPECT TO A CLAIM, OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) Mandatory Binding Arbitration.

(i) Any dispute, claim, interpretation, controversy, or issues of public policy arising out of relating to this Agreement, including the determination of the scope or applicability of this Section 16, will be determined exclusively by arbitration held in Florida and will be governed exclusively by Florida State Civil Practice Law and Rules, §§ 7501, et seq., and the Federal Arbitration Act, 9 U.S.C. § 1, et seq., (collectively, “Arbitration Laws”)

(ii) The arbitrator will be selected from the roster of arbitrators at American Arbitration Association, in Florida (“AAA”), unless You and Sunshine Global Health, LLC. agree otherwise. If You and Sunshine Global Health, LLC. do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator will be selected by AAA from among its available professionals. Arbitration of all disputes and the outcome of the arbitration will remain confidential between You and Sunshine Global Health, LLC. except as necessary to obtain a court judgment on the award or other relief or to engage in collection of the judgment.

(iii) You and Sunshine Global Health, LLC. irrevocably submit to the exclusive jurisdiction of the state courts located in Florida, with respect to this Section 16 to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under Arbitration Laws. You and Sunshine Global Health, LLC.. irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding. You and Sunshine Global Health, LLC. may seek recognition and enforcement of any Florida state court judgment confirming an arbitration award or order in any United States state court or any court outside the United States or its territories having jurisdiction with respect to recognition or enforcement of such judgment.

(iv) You and Sunshine Global Health, LLC. waive any right of removal to the United States federal courts to compel arbitration, to confirm any arbitration award or order, or to seek any aid or assistance of any kind.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR SUNSHINE GLOBAL HEALTH, LLC. WILL BE ENTITLED TO JOIN OR**

CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

17. Waiver of the Defense of Illegality. **YOU HEREBY AGREE TO WAIVE ANY DEFENSE AGAINST THE ENFORCEMENT OF THIS AGREEMENT BY US ARISING OUT OF THE DOCTRINE OF ILLEGALITY AND/OR ANY PUBLIC POLICY ARGUMENTS SURROUNDING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY PRODUCTS PURCHASED FROM US.**

18. 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 this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. 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.

19. Acknowledgement of Hemp Derived Products.

(a) By agreeing to these terms and conditions you acknowledge that some of our products, whether consumable or topical, may contain cannabinoids derived from hemp oil. Furthermore, you acknowledge that the FDA has not evaluated the products offered by us, and we make no claims as to any benefits from the use of our products.

(b) Some of the Products available for sale on the Site may contain cannabinoids. Cannabinoids and hemp oil are derived from hemp. Hemp is a variety of *Cannabis Sativa*, commonly known as marijuana. Consumption of any hemp product carries a risk of a positive drug test for cannabinoids or other chemical compounds due to trace amounts that may be contained in the Products. If you are concerned about the risk of a positive drug test, contact your employer or testing agency prior to consuming any hemp-derived product. We are not responsible for any claims by you that may arise out of or are related to a failed drug test from the use of our Products by you.

(c) The U.S. Food and Drug Administration (“FDA”) has not evaluated any statements on this site or any materials or products we distribute or sell. 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 federal regulatory agency. The products 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. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. If you are pregnant, nursing, taking medication, or have a medical condition, we suggest consulting with a physician before using any of our products.

20. Assumption of Risk. By agreeing to these Terms, you acknowledge that there are federal, state, and local laws pertaining to cannabinoids, including hemp-derived products, and these laws vary by jurisdiction. You are responsible for compliance with all the laws of your jurisdiction, and you assume all liability with regard to the purchase, possession, and use of our Products. Any and all claims you may have against us that arise from, or are related to, a civil or criminal enforcement action against you shall be governed by, and subject to, the dispute resolution terms in Section 16 herein.

21. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 21 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

22. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Sunshine Global Health, LLC.

23. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

24. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by personal delivery, overnight courier, or registered or certified mail to Sunshine Global Health, LLC. 3817 South Nova Road, Unit 104-117, Port Orange, Florida 32127

. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by

overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

25. SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS.

Sunshine Global Health, LLC.. (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 reasonable 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 reasonable means of opting out.

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 Sunshine Global Health's 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 contact@sunshineglobalhealth.com. 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 thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) 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 thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. 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 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 Florida 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 Sunshine Global'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.

26. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

27. Entire Agreement. Our order confirmation, these Terms and Conditions, our Return & Refund policy and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

28. **SHIPPING POLICY.** Living your best life is easy. We offer free standard shipping (3-7 business days) throughout the continental US on all orders. Orders are standard which typically takes 3-7 business days from our Florida fulfillment center. We also offer free two-day shipping on all orders over \$100 (2 business days). Orders are shipped UPS 2nd Day Air which typically takes 2-3 business days from our Florida fulfillment center. We recommend storing CBD products in a cool, dry place to keep them away from light and heat.

29. **SUBSCRIPTIONS**

Subscriptions; Automatic Renewal; Changes. Please see our Site for a current description of the subscriptions we offer through the Services (“Subscriptions”), how to place an order for a Subscription and our policies with respect to changing or cancelling a Subscription. Before submitting your order for a Subscription, you must create your assortment of products and select the quantity and frequency. Note that Subscriptions are automatically renewed and will continue for renewal periods of the same duration as the Subscription term originally selected at the then-current price (or for the term and price as subsequently modified by you), unless you have cancelled such Subscription. You acknowledge that Subscriptions have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. For a given Subscription, you can change your preferences in your Account, where you can adjust, skip or cancel such Subscription. Any changes must be made at least seventy-two (72) hours before your next ship date. Our Site will let you know if you can still modify the next shipment before it ships.