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**CBD DIRECT OILS TERMS AND CONDITIONS**

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**TERMS AND CONDITIONS**

This agreement is between you the [“User” or “you”] and **CBD DIRECT OILS LLC** (collectively, **“CBD DIRECT OILS”, “we”, “our” and “us”.)**

If you do not agree with all of the provisions of this agreement, you cannot use the Services. To remove any doubt, in the event of any conflict or discrepancy between these Terms and conditions and any other provisions and/or terms and/or otherwise between **CBD DIRECT OILS** and you, the provisions and the terms of these Terms of Use will prevail. Please feel free to contact us with any questions regarding the content of this agreement.

Therefore, the use of [www.cbddirectoils.com](http://www.cbddirectoils.com) is subject to the following terms and conditions. CBD DIRECT OILS reserves the right to update the Terms and Conditions at any time without notice to the user. The most current version of the Terms and Conditions can be reviewed by clicking on the ‘Terms of service’ hypertext link located at the bottom of our webpages.

**IMPORTANT LEGAL NOTICE: YOU MUST BE 18 YEARS OR OLDER TO CONTINUE OR USE THE SERVICES WE PROVIDE ON OUR WEBSITE.**

**1. USAGE**

You will use this site in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify **CBD DIRECT OILS** for any losses, costs or damages, including reasonable legal fees, incurred by **CBD DIRECT OILS** in relation to, or arising out of, such a breach.

2. **ABOUT CBD DIRECT OILS**

**CBD DIRECT OILS LLC** is a USA based corporation established to focus on delivering quality and affordable **CBD** & **DELTA 8** health and beauty products. We’re committed to manufacturing the highest quality CBD products on the market, and the results are nothing less than exceptional. **All cannabinoids, including CBD, produce effects in the body by attaching to certain receptors. The human body produces certain cannabinoids on its own.**

3.  **APPLICABILITY**

"These general terms and conditions (the "Conditions") apply to:

(a) The use of any information, pictures, documents and/or other services offered by CBD DIRECT OILS via [www.cbddirectoils.com](http://www.cbddirectoils.com) (our “Website or site”);

(b) The purchase of different CBD DIRECT OILS branded products displayed on the Website.

4. **EXCLUSION OF LIABILITY FOR EXTERNAL LINKS**

The Website may provide links to external Internet sites. CBD DIRECT OILS hereby declares explicitly that it has no influence on the layout or content of the linked pages and dissociates itself expressly from all contents of all linked pages of third parties. CBD DIRECT OILS shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our**privacy**and **cookie notice** do not apply to any collection and processing of your personal data on or through such external sites.

*5.* **INFORMATION ON THE WEBSITE**

The information on the Website is for general information purposes only and does not constitute advice. Even though CBD DIRECT OILS has composed its Website with care, the information, texts, documents, graphics, and/or other services/information on it may contain errors or be otherwise incorrect or incomplete. CBD DIRECT OILS does not guarantee that the Website and/or the information is free of errors, defects, malware and viruses or that the Website and/or information is correct, up to date and accurate.

To the maximum extent permitted under applicable law, CBD DIRECT OILS shall not be liable for any damages resulting from the use or inability to use of the Website, including damages caused by malware, viruses or any incorrectness or incompleteness of such information or the Website, unless such damage is the result of any willful misconduct or from gross negligence on the part of CBD DIRECT OILS.

**CBD DIRECT OILS** shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with this Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

*6.* **INTELLECTUAL PROPERTY**

All brand names, logo, product names and titles used on the Website are trademarks or trade names of CBD DIRECT OILS or third-party trademark or trade name holders. You are not allowed to use or reproduce any such trademarks, logo or trade names as this may constitute an infringement of the holder’s rights.

The rights in the Website design, texts, documents, movies, music and/or other services and the selection and arrangement thereof, and all software compilations, underlying source codes, software and all other material on this Website are owned by or licensed to CBD DIRECT OILS and/or its suppliers and subcontractors.

You are only allowed to electronically copy and to print in hard copy portions of the Website to the extent this is necessary for the purpose of placing an order with us, or for using the Website as a shopping resource. You are not allowed to make any other use of the information and materials on this Website, including reproduction for purposes other than the one mentioned above, modification, distribution or republication. Should you wish to use materials or information from this Website, you need our prior written approval to do so.

7. **PRODUCTS, PURCHASES AND PRICING**

**(a) Products**; Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy, please do well to acquaint yourself with our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

**(b) Purchases**; If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

**(C) Pricing**; Prices of our products are indicated below the products on our website. It is important to note that the prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service

8. **ACCOUNTS**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

9. **CONTENT**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

**CBD DIRECT OILS** has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of **CBD DIRECT OILS** or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

10. **SHIPPING TERMS**:

All orders are processed within 1-2 business days. Orders are not shipped or delivered on Sundays or Holidays. 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 charges for your order will be calculated and displayed at checkout. Shipping to you make take longer periods because of the inconveniences of COVID – 19. We will not be held liable if your product isn’t shipped to you on the estimated delivery date.

**11. LINKS TO OTHER WEB SITES**

Our Service may contain links to third party websites or services that are not owned or controlled by CBD DIRECT OILS, LLC

CBD DIRECT OILS, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Choice CBD DIRECT OILS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

12. **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

13. **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

14. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

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

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall CBD DIRECT OILS, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

15.  **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless CBD DIRECT OILS and its, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

16.  **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

17. **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

18.  **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

19. **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of North Carolina, USA.

20. **CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms and conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.