

Legal Shit

We are <https://www.mastersofthetreehouse.com> ("Website"), a Digital Service provided by The Tree House, a Michigan limited liability company (the "Company", "our", "we", or "us"). By visiting our Website you engage our "Services" and agree to be bound by the following Terms of Service ("Terms of Service" or TOS). These Terms of Service apply to all users of the Website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. "Users" are persons/a "user" is a person that use(s) the Services and "you" are a particular user of the Services.

Please read all this legal shit (these Terms of Services and our Privacy and Cookie Policy) carefully to understand our policies and practices regarding your use of the Services as they constitute a binding contract between you and us ("Agreement"). If you do not agree with our policies and practices, GO AWAY (your recourse is to not to use our Services). By accessing or using our Services, you agree to the terms of and to be bound by the Agreement. These Terms of Service may change from time to time. Your continued use of our Services after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy when you use the Services.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

READ THIS:

READ THIS SHIT (OUR TOS) CAREFULLY, it contains an Agreement to Arbitrate and Class Action Waiver and other info that applies to YOU (all users) regarding your legal rights, remedies, and obligations. The Agreement to Arbitrate requires that you submit claims you have against us to Binding and Final Arbitration (with limited exceptions.)

ALSO:

You may only pursue claims against us on an individual basis, and not as a Plaintiff or Class Member in any Class or Representative Action or Proceeding.

ALSO:

You may only seek relief (including Declaratory, Injunctive, and Monetary Relief on an individual basis.

AND:

You may not be able to have any claims you bring against us resolved by a jury or in a court of law.

BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

Eligibility

You must be 21 years of age or hold a Medical Marihuana Card.

Shit we legally have to state (General Conditions)

We reserve the right to refuse service to anyone for any reason at any time. You understand that your information (not including credit/debit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit/debit card information is always encrypted during transfer over networks or is otherwise processed by a third-party provider subject to their terms and conditions. Please see our Privacy and Cookies Policy for additional information about debit/credit card information.

Headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

We're humans, give us a minute (Accuracy, Completeness, and Timeliness of Information)

We are not responsible if information made available on this Website is not accurate, complete or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. You use the material on this Website at your own risk.

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time,

but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

We can't control supply or demand (Modifications to the Service and Prices)

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Services (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 Services.

Technology sucks sometimes- Products or Services (If Applicable and as Available)

We may limit sales of our products to any person, geographic region or jurisdiction. Currently we do not make any of our products available outside the State of Michigan and we do not ship any of our products. Any offer for any product or service made on this Website is void where prohibited.

You may order some of products online through the Website to be available for in-person pick-up at one of our retail locations and subject to in-store availability and fulfillment of all other relevant requirements for purchase, including proper registration documents and payment. We do not guarantee that the exact product ordered through the Website will be available when you appear in-person at one of our retail locations to pick it up and are not responsible for any expenses or losses incurred by you as a result. We will, however, provide you a similar product at the price for the originally-ordered product, or less if the replacement product is marked less expensive than the originally-ordered product or offer you rain check to be used within sixty (60) days.

Occasionally there may be information on our Website or in the Services 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 Services 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 Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services 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.

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 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 Services will be corrected.

Be honest with us (Accuracy of Billing and Account Information)

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

WE RESERVE THE RIGHT TO REFUSE ANY ORDER PLACED WITH US. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Take it up with them (Third-Party Links)

Some content, products, and services available via our Service may include materials from third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-

party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

DON'T DO ANY OF THIS SHIT (Prohibited Uses)

YOU ARE PROHIBITED FROM USING THE WEBSITE, ITS CONTENT OR OUR SERVICES:

1. for any unlawful purpose;
2. to solicit others to perform or participate in any unlawful acts;
3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
4. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. to submit false or misleading information;
7. 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 Services or of any related website, other websites, or the Internet;
8. to collect or track the personal information of others;
9. to spam, phish, pharm, pretext, spider, crawl, or scrape;
10. to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet;
11. to violate the Fight Online Sex Trafficking Act of 2018 or similar legislation or promote or facilitate prostitution and/or sex trafficking;
12. infringe on the intellectual property rights of another user or any other person or entity;
13. to violate the privacy or publicity rights of another user or any other person or entity or breach and duty of confidentiality that you owe to another user or any other person or entity;
14. to promote, encourage, or engage in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
15. any other illegal, nefarious, or inappropriate purpose as determined in our sole and exclusive discretion. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

Creators deserve respect (Intellectual Property Rights)

Except as otherwise expressly provided in these Terms of Service, we have and will retain sole control over the operation, provision, maintenance, and management of the Services;

ALSO:

the Services may contain content and features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part. In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by us from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of us, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. We reserve all rights not expressly granted herein.

Tell us if we posted something that belongs to you (Claims of Copyright Infringement)

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to our Designated Agent.

If you believe that material or content residing on or accessible through our Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

1. Identification of works or materials being infringed;
2. Identification of the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
3. Contact information about the notifier including address, telephone number and, if available, email address;
4. A statement that the notifier has a good faith belief that the material identified is not authorized by the copyright owner, its agent, or the law;
5. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner; and,
6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Please contact our Designated Agent to Receive Notification of Claimed Infringement at the following address: mastersofthetreehouse@gmail.com.

We aren't responsible for your actions, or: Disclaimer of Warranties; Limitation of Liability

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

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

You agree that from time to time we may remove the Website and/or the Services 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 Website and the Services is at your sole risk. The Website, Services, and all products and services delivered to you through the Website and Services are (except as expressly stated by us) provided "as is", "as available" for your use, and "as shippable" for purposes of applicable law, 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 the Company, 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 Services or any products procured using the Services, or for any other claim related in any way to your use of the Services 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 Services or any content (or product) posted, transmitted, or otherwise made available via the Services, 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.

Indemnification

You agree to release, indemnify and hold us and our affiliates and their officers, employees, directors and agent (collectively, "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, your connection to the Services, your violation of these Terms of Service and/or Privacy and Cookie Policy or your violation of any rights of another.

Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of

executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

What we DON'T do-

We do not provide health care services and we are not a health care provider. Our Services are not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek professional medical advice from your physician or other qualified health care provider with any questions you may have regarding a medical condition. The services we provide are not intended to diagnose, treat or cure any disease.

More Legal Shit You agree to- Dispute Resolution and Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This Section “Dispute Resolution By Binding Arbitration” is referred to in these Terms of Service as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and the Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND US AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

We are always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing us at info@joyology.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to us must be sent to 34 E Chicago St, Coldwater MI 49036 (“Notice Address”). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief sought. If we collectively do not resolve the claim within sixty (60) calendar days after the Notice is received, either one of us may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by either of us shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which either one of us is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (“AAA”) rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator

must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless either party to the arbitration agrees otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If we are unable to agree on a location, the determination shall be made by AAA. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing and administration fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees, which does not include the arbitrator fees that will be borne equally between the parties. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief”) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

Future Changes

Notwithstanding any provision in these Terms of Service to the contrary, the Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

We own this (Copyright and Trademark Notices)

All contents of the Website, including mobile applications or the Services, are Copyright 2020. All rights reserved. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

You agree to this in whole and in part (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.

Just walk away (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 Website.

If in our sole and exclusive discretion 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).

We can't predict the future (Force Majeure)

In no event will we be liable or responsible to you or be deemed to have defaulted in any of our obligations under these Terms of Service for any failure or delay in fulfilling or performing any term of these Terms of Service, when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms of Service, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

Be Nice (User Disputes)

You agree you are solely responsible for your interactions with any other Users in connection with the Services and we will have no liability or responsibility to you for any reason concerning, dealing with, or arising out of your interactions through the Services with any other Users. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other User of the Services.

We keep shit on the DL (Your Privacy)

Your privacy is important to us, and, for more information about your privacy rights, please review our Privacy and Cookie Policy, which is incorporated in to these Terms and Service and makes up your Agreement with us.

We do business in Michigan (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 the state of Michigan. You irrevocably and unconditionally waive any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms of Service, the Privacy Policy, this Agreement or the transactions contemplated hereby.

We change shit sometimes (Changes to Terms of Service)

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

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service 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.

Any questions? Contact us.

Questions about the Terms of Service should be sent to us at mastersofthetreehouse@gmail.com

Disclaimer

All content and media on the Website is created and published online for informational purposes only. It is not intended to be a substitute for professional medical advice and should not be relied on as health or personal advice.

Always seek the guidance of your doctor or other qualified health professional with any questions you may have regarding your health or a medical condition. Never disregard the advice of a medical professional, or delay in seeking it because of something you have read on this Website. If you choose to rely on any information provided by via the Website or our Services, you do so solely at your own risk.

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