

Terms and Conditions for Green Nicotine and www.greennicotine.com (referred to hereafter as "the Website")

Definition:

The term user or customer is in reference to the same individual throughout these Terms and Conditions.

User Agreement:

The customer must read and agree to these Terms and Conditions before ordering or purchasing any Green Nicotine products from either the Website or physical sales locations. By using Green Nicotine products, the customer agrees to be bound by the following Terms and Conditions:

Product Disclaimer and Legal Statement:

Green Nicotine has not been evaluated by the U.S. Food and Drug Administration as it is not subject to its jurisdiction. Statements made about Green Nicotine products are not intended to diagnose, treat, cure, or prevent any disease. Green Nicotine products are simply an alternative to traditional tobacco smoking. It is not designed, or intended, as a smoking cessation device. If the customer is under the age of 18, the customer does not have permission to access this site or any of Green Nicotine's products. When placing an order online, a person who is over the age of 21 must be available to receive and sign for the product or it will not be delivered.

The customer hereby acknowledges and represents that the customer knows and understands that the products offered by Green Nicotine may include products which contain nicotine. By agreeing to these Terms and Conditions, the customer is warranting to the company that the customer is intentionally and knowingly seeking access to products that are designed solely for personal use and not for any specific health benefit.

The customer understands the information contained in marketing materials, on the Website, in emails or in other forms of distribution is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care. The customer understands that this information should not be used to diagnose or treat any health problems or illnesses without consulting a medical doctor.

Green Nicotine shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the user or any third party (including the user's company), as a result of or which may be attributable, directly or indirectly, to the user's access and use of the Website any information contained on the Website, the user or the user's company's personal information or material and information transmitted to Green Nicotine.

Warning:

Products purchased from Green Nicotine are not intended for use by persons under 18 years of age. Customers should consult a physician before using products from Green Nicotine if any of the following medical conditions exist, including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, respiratory problems, other psychiatric conditions, a family history of these or other medical conditions, or if

taking any prescription, OTC and/or other medications. The customer also understands that Green Nicotine products are not to be used by nonsmokers or children, women who are pregnant or breastfeeding, or persons with or at risk of heart disease, high blood pressure, diabetes, or taking medicine for depression or asthma.

Credit Card Policy

By providing credit card information, the customer is authorizing Green Nicotine to charge the customer for all charges owed by the customer under this agreement. In the event that the credit card provided by the customer has insufficient funds to cover the charges that are owed by the customer to Green Nicotine, Green Nicotine will continue to attempt to recover the charges that are due by the customer to Green Nicotine until the balance is fully paid.

Risk of Loss

By purchasing any product from Green Nicotine, the customer agrees that any item purchased or supplied by Green Nicotine is made pursuant to a shipment contract. As such, the risk of loss and title for items purchased and/or sent to the customer passes to the customer upon delivery to the carrier. The customer trusts that Green Nicotine will provide a secure method of shipment. Based on the product purchased, the customer may be required to provide proof of age (over the age of 21) and signature verification upon delivery or purchase. All products purchased by customers that contain nicotine solution are shipped with Adult Signature required. Tracking numbers for shipments that are ordered online will be provided to the customer via the email address provided at the time of order. If no email is provided, tracking information will be provided upon customer request.

Refund Policy:

The customer understands and agrees that if the customer is not fully satisfied with the product or products that the customer may cancel the order at any time by calling customer service and returning any sealed unused products to Green Nicotine. Green Nicotine is unable to process refunds on any opened or damaged (by action of the customer) product. All returns must be within 30 days of original purchase. Shipping and processing charges are non-refundable.

Information contained on the website and other printed material:

While every effort is made to update the information contained on this website and other printed materials by Green Nicotine, neither Green Nicotine nor any third party or data content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the website and in other printed material and shall not be bound in any manner by any information contained on the Website or other printed materials. Green Nicotine reserves the right at any time to change or discontinue without notice, any aspect or feature of the Website or any Green Nicotine products. Information is offered for informational purposes only and is not intended for advice or trading purposes. Green Nicotine does not make any warranty or representation that information on the Website is appropriate for international use. By accessing the Website, the user warrants and represents to Green Nicotine that the user is legally entitled to do so. Users rely on the information contained on the Website and other printed material at their own risk.

Electronic Communication

Whenever the customer visits the Website, corresponds via email to any Green Nicotine representative or accesses the secured locations within the Website, the customer is involved in electronic communication. By choosing to communicate in this manner, the customer gives consent to Green Nicotine to reciprocate this communication. This type of communication includes, but is not limited to, email communication and notifications on the Website. The customer further agrees that all notices, agreements, disclosures, or contracts that are provided in an electronic format satisfy all legal requirements that communications must be in writing. Comments, ideas, questions or other information may be sent by the customer to Green Nicotine with the exception of information that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually oriented, racially offensive, profane, pornographic or that violates any applicable law. The customer hereby indemnifies Green Nicotine against any loss, liability, damage or expense of whatever nature which Green Nicotine or any third party may suffer which is caused by or attributable to, whether directly or indirectly, the user use of the Website to send or post any such message or material. The customer agrees to not send software viruses, spam email, chain email or any other form of electronic communications that is not related to Green Nicotine or associated products. Green Nicotine is not responsible for any material submitted to public areas by the user (which includes, but is not limited to, bulletin boards, hosted pages, chat rooms, or any other public area found on the Website). Customer generated material (whether submitted by the current user or any other user) is not endorsed, reviewed or approved by Green Nicotine. Green Nicotine reserves the right to remove any material submitted or posted by the user in the public areas, without notice to the user, if Green Nicotine determines, in its sole and absolute discretion that the user has violated the above conditions.

External Links:

External links may be provided for the user's convenience, but they are beyond the control of Green Nicotine and no representation is made as to the content of those sites. Use or reliance on any external links and the content thereon provided is at the user's own risk and the user must abide by that external websites terms and conditions of use and no inference or assumption should be made and no representation should be implied that Green Nicotine is connected with, operates or controls those web sites. No hypertext links shall be created from any website controlled by the user or otherwise to the Website without the express prior written permission of Green Nicotine. Green Nicotine is not responsible for the content or practices of third party web sites that may be linked to the Website, which may also be linked to other web sites.

Trade Marks:

The trade marks, names, logos and service marks displayed on the Website and other printed materials are registered and unregistered trademarks of Green Nicotine. Nothing contained on the Website and other materials should be construed as granting any license or right to use any trade mark without the prior written permission of Green Nicotine.

Warranties:

Green Nicotine makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website and other printed material, the information

contained on the Website and other printed material, the user or the users company's personal information or material and information transmitted over the Green Nicotine system.

Intellectual Property Rights

Unless otherwise expressly stated, Green Nicotine owns the intellectual property rights in and on the Website and any other distributed products including but not limited to printed material and electronic distribution. The customer is advised to read both the Terms and Conditions and the Privacy Policy in their entirety before using or ordering any Green Nicotine products. By purchasing any Green Nicotine product or service, the customer is giving consent to be bound by both the Terms and Conditions and the Privacy Policy.

Indemnification

The customer agrees to defend, indemnify, and hold harmless Green Nicotine, its advertisers, licensors, subsidiaries and/or affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims and expenses, including attorney's fees, that arise from the customers use of the Website, or any services, information or products obtained through the use of the Website or other Green Nicotine distribution methods including but not limited to mall kiosks, or any violation of these Terms and Conditions. Green Nicotine reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the customer, in which event the customer shall cooperate with Green Nicotine in asserting any available defense.

Modification of Terms and Conditions

Green Nicotine reserves the right to revise products and services offered by Green Nicotine including but not limited to the product, membership options, Terms and Conditions and Privacy Policy. All offers and products are subject to availability and may change without notice. The most up to date version of the Terms and Conditions are located at www.greennicotine.com.