

# Terms & Conditions

*The Terms & conditions were last updated on June 13, 2021*

## 1. Introduction

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These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## 2. Binding

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By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

## 3. Electronic communication

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By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

## 4. Intellectual property

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We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

### 4.1 Creative Commons

The content on this website is available under a Creative commons – Share a like Noncommercial License, unless specified otherwise.

## 5. Newsletter

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Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

## **6. Third-party property**

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Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## **7. Responsible use**

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By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## **8. Registration**

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You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

## **9. Shipping, Refund and Return policy**

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At NobleCanni we stand by our trusted partners and their quality products. If for any reason you are unsatisfied with product(s) you have purchased, you may submit an RMA request.

If you are not satisfied with your order, you have the option to submit a Return Request to the applicable vendor for any products within 30 days of shipment date. Please note that we are unable to accommodate returns once the 30-day period has passed.

Products must be unused, unopened, and in the same condition as received to be eligible for a return. For products that have been opened or used, please reach out to [support@noblecanni.com](mailto:support@noblecanni.com) with supporting pictures and any additional information regarding the reason for return.

## **Shipping & Delivery**

### **When will my order be shipped?**

Orders placed on the NobleCanni marketplace are shipped out by the product vendor. Orders are generally shipped within 24 hours of processing orders but can be expected to take up to 72 hours to be processed. Orders are processed Monday-Friday from 9:00am-4:00pm EST and will not be processed on Saturday, Sunday, or government holidays. Check the individual vendor page for any additional shipping information.

### **Delivery**

Once your order has been processed and prepared for delivery, you will receive email confirmation of shipment as well as tracking information for the order.

Shipping times are not guaranteed and could possibly change due to unforeseen circumstances.

### **Incorrect Shipment/Address**

Be careful to enter the correct billing and shipping address when submitting an order. An incorrect submission may affect delivery and could result in a returned package. In the event of a returned package, the customer may be responsible for a shipping and restocking fee before the order can be fulfilled. Check the individual vendor page for any additional information.

### **Missing/Damaged/Incorrect Items**

Missing, damaged, or incorrect items must be reported to our Customer Support Team within 48 hours at [support@noblecanni.com](mailto:support@noblecanni.com). Please provide pictures of the product(s), package, and packaging slip with your claim.

### **Returns**

Products must be unused, unopened, and in the same condition as received to be eligible for a return. To receive a return approval, please contact our Customer Support Team before returning any items. The customer agrees to cover shipping and handling expenses for all returns. Please review the Refund Policy for further information.

### **Return Instructions:**

To return a product, you must submit a return merchandise authorization (RMA) request. Go to your Account Dashboard, select the Orders tab, and select the Request Warranty next to the appropriate order. Select the product(s) that you would like to return, select the reason for return to submit the return request. It may take up to 3 business days to process the RMA request.

Please keep in mind that non-returnable items are not limited to but may include: Gift cards, Used/Opened products, Sale or Discontinued items.

### **Request Review Process:**

To view the status of the RMA request, go to the Account Dashboard and select the RMA Requests tab. You can view the status of pending requests and chat with the vendor support team. After the RMA request has been reviewed, a notification will be sent to you regarding the decision. If approved, your return will be processed, and a credit will be refunded to your original method of payment within 7 business days.

In the event of damaged product(s) due to shipping and handling, please contact [support@noblecanni.com](mailto:support@noblecanni.com) within 48 hours of receipt to provide detailed information and any pictures of the damaged product(s). By accepting the terms of purchase, you understand and are agreeing to the refund policy.

### **Late or Missing Refunds**

All approved requests will be processed in a timely manner, but it may take time for your refund to be posted to your credit card, bank, or financial institution. In the event you have not received your refund within 10 business days, please contact our Customer Support Team for assistance.

### **Exchanges**

Exchanges can only be given for damaged, opened, or otherwise non-conforming conditions. To arrange an exchange, contact our Customer Support Team within the 30-day period.

### **Shipping & Handling**

Shipping and handling fees for returns will be covered by the product vendor of the returned product. Further shipping instructions will be sent by each vendor.

For shipping items with a value greater than \$50, it is recommended to use a track-able shipping service as we cannot be held responsible, and the vendor cannot guarantee receipt of the returned item.

### **International Orders**

We do not ship internationally at this time, and cannot provide refunds, returns, or exchanges to customers outside of the United States.

## **10. Content posted by you**

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We may provide various open communication tools on our website, such as blog comments, blog posts, forums, message boards, ratings and reviews, and various social media services. It might not be feasible for us to screen or monitor all content that you or others may share or submit on or through our website. However, we reserve the right to review the content and to monitor all use of and activity on our website, and remove or reject any content in our sole discretion. By posting information or otherwise using any open communication tools as mentioned, you agree that your content will comply with these Terms and Conditions and must not be illegal or unlawful or infringe any person's legal rights.

## 11. Idea submission

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Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## 12. Termination of use

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We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 13. Warranties and liability

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Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## **14. Privacy**

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To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

## **15. Export restrictions / Legal compliance**

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Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United States.

## **16. Assignment**

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You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

## **17. Breaches of these Terms and conditions**

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Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **18. Force majeure**

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Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

## **19. Indemnification**

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You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **20. Waiver**

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Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **21. Language**

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These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

## **22. Entire agreement**

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These Terms and Conditions, together with our [privacy statement](#), constitute the entire agreement between you and NobleCanni LLC in relation to your use of this website.

## **23. Updating of these Terms and conditions**

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We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and conditions, please contact us.

## **24. Choice of Law and Jurisdiction**

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These Terms and Conditions shall be governed by the laws of United States. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of United States. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

## 25. Contact information

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This website is owned and operated by NobleCanni LLC.

You may contact us regarding these Terms and Conditions through our [contact](#) page.

Or by writing or emailing us at the following address: [support@noblecanni.com](mailto:support@noblecanni.com)  
4031 University Drive Suit #440, Fairfax VA, 22030