

Terms and Conditions

Terms of Use

By accessing and using this site, you agree that you have a duty to read these Terms and Conditions, that you have done so, and that you accept these Terms and Conditions in full, including, without limitation, Warranty Disclaimer and Limitation of Liability set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading as a defense against all remedies contained herein. If you disagree with any part of these Terms and Conditions, please do not use this website.

Changes

These Terms and Conditions are subject to change by Foothills Ventures, LLC D/B/A High Altitude Wellness (“High Altitude Wellness”) at any time in its discretion. Your use of this site, including any product order, after any such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please regularly review these Terms and Conditions.

Access to this Site

You must be eighteen (18) years or older to use this website, including to register for an account and purchase goods or services on our website. **If you are under eighteen (18) years of age, you are not permitted to access this website for any reason.** By using this website (and agreeing to the Terms and Conditions) you warrant and represent that you are at least eighteen (18) years of age. Due to the age restrictions for use of this website, no information obtained by this site falls within the Child Online Privacy Act (COPA) and is not monitored as doing so.

To access this site or some of the products and resources it has to offer, you may be asked to provide certain personal information or other details for registration or order purposes. It is a condition of your use of this site that all the information you provide to High Altitude Wellness be true, accurate, current and complete. If you provide any untrue or inaccurate information, or if we have reasonable grounds to suspect that such information is untrue or inaccurate, we may suspend or terminate your account and refuse all current and future use by you of our website. Account information and certain other information about you are subject to the terms of our Privacy Policy.

You will receive a password and account designation after you have completed an account registration form and provided the required account information. You agree to maintain the security of your account on our website, including the confidentiality of your password and other account information, and you are fully responsible for all activities that occur under your password or account, including all charges resulting from

unauthorized use of your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security.

Use of this Site

You agree to use our website only for lawful purposes. Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including of a High Altitude Wellness or other licensed employee, host, or representative, as well as of other members or visitors to this site, is prohibited. You may not upload to, post, distribute, or otherwise publish or transmit through this site any content or material of any kind which is unlawful, fraudulent, libelous, defamatory, obscene, profane, threatening, derogatory, invasive of privacy or publicity rights, abusive, illegal, or which we otherwise deem objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any applicable local, state, national, or international law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

You may access and use this website for purposes expressly permitted by High Altitude Wellness. You may not use it for any other purposes, including commercial purposes such as co-branding, framing, or hyperlinks, without the express prior written permission of an authorized representative of High Altitude Wellness. For purposes of these Terms and Conditions, “co-branding” means displaying a name, logo, trademark, tradename or other means of attribution or identification of any party in such a manner as to reasonably give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible through this site.

Website and Medical Information Disclaimer

This website contains general information and content about diet, health, and nutrition. This information and content is not advice, and should not be treated as such. **The contents of this website are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition.**

The general information and content on this website are provided “**AS IS**” without any representations or warranties of any kind, express or implied. High Altitude Wellness makes no representations or warranties whatsoever in relation to any health information on this website.

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition, you should seek medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical

treatment because of information in Company materials or provided by any Company representative, none of which information is intended to be a substitute for medical diagnosis, advice or treatment. If you are considering making any changes to your lifestyle, diet or nutrition, including taking any nutritional, herbal or homeopathic supplement, you should consult with your doctor or other healthcare provider before doing so. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

Neither the Company nor its representatives are providing any medical advice, and none should be inferred, from any ideas, suggestions, testimonials or other information set forth on this website or in other Company materials or provided over the phone or in email correspondence. All of the information on this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and High Altitude Wellness does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not or no longer accurate or complete.

Hyperlinks

This website may contain links to third-party websites. The Company provides these hyperlinks as a convenience only and does not sponsor or endorse any of these sites or their contents. The Company is not responsible for the content of and does not make any representations or warranties regarding the content or materials on, such linked third-party websites. If you decide to access or rely on information at a linked third-party website, you do so at your own risk.

High Altitude Wellness has no control over these linked sites, all of which have separate privacy and data collection practices, independent of High Altitude Wellness. Nonetheless, High Altitude Wellness seeks to protect the integrity of its website and therefore requests any feedback on sites to which it links, including if a specific link does not work.

Copyright; Trademarks

The material and content of this site, including but not limited to text, logos, photos, graphics and code (collectively "Content") are protected by copyright, trademark or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the United States, United Kingdom, and other copyright laws and is the property of or licensed by Foothills Ventures, LLC and High Altitude Wellness, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Content.

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If you violate any of these terms, your permission to use the Content automatically will terminate and you must immediately destroy any copies you have of any portion of the Content.

Submissions; Participation Disclaimer

High Altitude Wellness does not and cannot review all communications and materials posted to or created by users accessing the site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on this site, High Altitude Wellness is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any content or activities on the site. However, High Altitude Wellness reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property rights of another, or (d) offensive or otherwise unacceptable to High Altitude Wellness in its sole discretion.

Indemnity

You agree to indemnify, defend and hold harmless High Altitude Wellness, its subsidiaries, affiliates, officers, directors, employees, agents, suppliers, contractors, licensors, and service and content providers (hereinafter known as the “**Indemnified Parties**”) from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from any violation of these Terms and Conditions or any activity related to your account (including negligent or wrongful conduct) by you or any person accessing the site using your account. You also agree to 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.

Limitation on Liability

In no event shall any indemnified parties be liable for any actual, consequential, incidental, direct, indirect, punitive, exemplary, special, or other damages, including without limitation loss of revenue or income, profits, value or use, pain and suffering, or similar damages, even if the company has been advised of the possibility of such damages. No person is authorized on behalf of High Altitude Wellness to give any other representations, or to modify or extend the limited warranties provided on this website, or to assume any other liability in connection with this website or the products offered for sales by High Altitude Wellness. In no event shall the collective or total liability of the indemnified parties to any party for any claim (regardless of the form of action, whether in contract, warranty, tort or otherwise, excluding willful misconduct or gross negligence) exceed the price paid for the product or service which gives rise to such claim.

High Altitude Wellness shall not, under any circumstances, be liable for any use of, or the inability to use, the materials on this site.

Applicable law may restrict the use or extent of limitations or exclusions to liability for incidental or consequential damages, so the foregoing limitations and exclusions may not apply in full to you. Nonetheless, in no event will High Altitude Wellness's liability for products purchased from this site exceed the price paid for such products, including any shipping and handling charges.

Tetrahydrocannabinol Disclaimer

High Altitude Wellness's industrial-hemp derived supplements, and the majority of industrial-hemp products on the market, contain a naturally occurring trace amount of tetrahydrocannabinol (THC). The amount of THC in our products never exceeds 0.3% concentration by weight, per state and federal regulations and definitions of industrial hemp, and while it is highly unlikely that one would fail a traditional drug test from using our products, that possibility cannot be ruled out. Taking excessive amounts of industrial hemp products, the type or method of drug test utilized, and an employer's or organization's requirements and policies, among other things, are factors that may influence drug test results. By agreeing to these Terms and Conditions and placing an order with us, you are indicating that you understand that failing a drug test is a possibility when using industrial hemp products, and that you waive the right to make a claim against High Altitude Wellness for any matters related to any drug test you take or the results of any such drug test, including the loss of employment or any employment opportunity or the imposition of a civil or criminal penalty.

Local Jurisdictions/Buyer's Compliance with Applicable Laws

High Altitude Wellness makes no representations that the products available through this website will be available or appropriate in every jurisdiction in which this website may be accessed. To the best of High Altitude Wellness's knowledge, it operates legally under both state and federal law in the United States, United Kingdom law, and the

other countries it distributes to, and; however, it is impossible for the Company to be aware of the laws and regulations of all local jurisdictions (e.g. municipalities and counties) relating to industrial hemp-derived products. High Altitude Wellness isn't responsible for any potential legal matters that may arise due to such local regulations.

You are solely responsible for compliance with any laws governing the purchase and use of the products available through High Altitude Wellness's website or a website linked to High Altitude Wellness's website. IT IS YOUR RESPONSIBILITY AS THE PURCHASER AND/OR USER, NOT HIGH ALTITUDE WELLNESS', TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS REGARDING THE POSSESSION AND USE OF ANY ITEM OR PRODUCT OFFERED BY HIGH ALTITUDE WELLNESS OR BY A WEBSITE LINKED TO HIGH ALTITUDE WELLNESS'S WEBSITE. IF YOU ARE UNSURE, PLEASE CONTACT YOUR LOCAL OR STATE AUTHORITIES BEFORE PLACING AN ORDER. BY PLACING AN ORDER, YOU INDICATE THAT YOU UNDERSTAND AND AGREE it is your sole responsibility as buyer to determine if industrial hemp derived products are legal according to the laws that apply to you and represent and warrant that you have read this disclaimer and that all products purchased will be used in a lawful manner and that you are of legal age to purchase and use such products.

You understand and agree that the limitations on liability set forth above apply to the foregoing.

Warranty Disclaimer

This site and, except as provided in the following sentence, the materials, and products offered on this site are provided "as is" and without warranties of any kind, whether express or implied. High Altitude Wellness warrants that all High Altitude Wellness products purchased on this site, at the time of shipment, will not be adulterated, and will contain the ingredients specified for the products as labeled.

High Altitude Wellness makes no warranty with respect to products, services or this website that is not set forth in writing in these terms and conditions, and specifically disclaims and excludes, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, any and all other representations and warranties of any kind, express or implied, arising by operation of law or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The remedies provided in these terms and conditions are exclusive, and High Altitude Wellness expressly and specifically disclaims, and customer irrevocably waives the right to seek, all other remedies.

High Altitude Wellness does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. High Altitude Wellness does not make any warranties or representations regarding the

use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

Some states restrict the use or extent of limitations or exclusions regarding warranties, so the foregoing limitations may not apply in full to you.

Notice

High Altitude Wellness may deliver notice to you by means of a general notice posted on the site, or an e-mail to any address you have provided to High Altitude Wellness, or by any other method reasonably believed by High Altitude Wellness to be reliable.

Governing Law; Jurisdiction

Any disputes arising from services provided via the website shall be subject to the laws of the United States, without regard to choice of law provisions, and not by the 1980 United Nations Convention on contracts for the international sale of goods. You agree that personal jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to this site or these Terms and Conditions (including but not limited to the purchase of High Altitude Wellness products) shall be in the United States courts, and you waive any right to object to the laying of venue in such courts and the right to claim inconvenient forum. Any cause of action or claim you may have with respect to this site (including but not limited to the purchase of High Altitude Wellness products) must be commenced within one (1) year after the claim or cause of action accrues. High Altitude Wellness's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions.

If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Prices and Taxes

Prices listed on this website for products or services, unless otherwise noted, are exclusive of shipping charges, and of any applicable value-added, sales, use, excise, transfer, transport, or other tax, tariff or duty of any sort imposed by any government authority ("**Taxes**"). Customers are solely responsible for all Taxes payable in connection with the purchase of products or services.

Product Availability; Orders

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction. We

reserve the right, in our sole discretion, to refuse orders. If we believe that an order is false or fraudulent, we may cancel the order and reserve the right to inform the relevant authorities.

Payment methods

For online orders, we accept payment by Square Up. If a payment is not successfully settled, due to invalid payment method, declined credit, expiration, insufficient funds or otherwise, we reserve the right to cancel your order. Orders are shipped only after receipt of full payment. For certain payment methods, you may be charged a processing fee, foreign exchange/translation fee (international orders) or other fees; you are solely responsible for the payment of all such fees. Check with your payment method service provider for details. High Altitude Wellness's Terms and Conditions, including, without limitation, the provisions regarding limitation of liability and indemnification, apply with respect to payment methods and payment processing, and High Altitude Wellness is not responsible for any charges, errors or losses that may result from any payment method used by you for the purchase of our products.

Typographical and Inadvertent Errors

In the event that a High Altitude Wellness product is mistakenly listed at an incorrect price, High Altitude Wellness reserves the right to refuse or cancel any orders placed for that at the incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card has been charged for the purchase and your order is canceled, High Altitude Wellness shall issue a credit to your credit card account in the amount of the incorrect price charged to you.

Promotion and Coupon Codes

Multiple coupon codes cannot be used simultaneously. When buying bulk volume through the website for special tiered discounts, **no** promotion or coupon code can be used.

Shipping & Delivery

We generally ship items within one or two business days of our receipt and acceptance of an order. If there is a delay affecting our ability to ship generally, we will attempt to conspicuously post that fact on this site.

We fill United States orders primarily using USPS, UPS and FedEx. These UPS options do not have guaranteed delivery times and make their final delivery via USPS. If you require a guaranteed shipping option, please consider using the UPS Ground or UPS 2 Day. We also offer standard USPS options upon request. Requests for use of a courier service or for overnight shipping cannot be processed on this website; however, we generally can accommodate these requests if you place your order by phone at the telephone number first appearing above. If you desire a signature confirmation, please

note your order will ship via USPS Priority. High Altitude Wellness cannot be held liable for replacing packages \$300 or over that do not have a signature requirement at time of delivery.

Unless otherwise expressly agreed in writing, TIME IS NOT OF THE ESSENCE, and any delivery date requested or provided is an estimate only. High Altitude Wellness is not responsible for delays or for non-performance resulting from causes beyond its reasonable control, including without limitation laws, rules, regulations or acts of any government, embargoes, blockades, armed conflict, terrorism, labor disputes, delays of carriers or suppliers, shortages of material, accidents, fires, floods, weather conditions and any other acts of God.

Unless otherwise noted on this website, delivery of products is FCA (Incoterms (2010), the international rules for the interpretation of trade terms of the International Chamber of Commerce) High Altitude Wellness's facility where the products you order are located at the time of shipment. This means that you will be charged for the cost of shipping, and title and risk of loss will pass to you upon High Altitude Wellness's delivery of the products you order to the U.S. postal service or courier service.

Returns/Refunds Policy

We understand that you may need to return a product. Should you feel the need to do so, you have 30 days from the date of purchase to initiate the process. Please contact us at 970-344-5620 or email highaltitudewellness@yahoo.com or info@highaltitudewellness.com and one of our Customer Care Representatives will assist you.

Limited to one return or exchange per customer. We do not take returns based on smell or taste. We typically process approved return/refund requests within 1-2 business days.

If your product was purchased through a High Altitude Wellness distributor or retailer, you will need to go back to your original purchase location for any return or exchange.

Lost Packages

If a package is lost after we ship it, which does occasionally occur, High Altitude Wellness will not be responsible if the tracking information lists the order as "delivered," which means USPS, UPS, FedEx or the courier service delivered the product to the address specified. If the package is sent to an address other than the one you specified, upon return of the original package to High Altitude Wellness, High Altitude Wellness will reship the order. Please note that High Altitude Wellness is not responsible for errors of USPS or courier services, or if you provide or confirm an incorrect address. It, therefore, is very important that you ensure that the address you give to us is exactly correct, as any mistake could delay delivery and will entail extra expense to you. If you

place an order by phone, we will read the delivery address (and other information you provide) aloud and repeat it to you, to help you be sure it is correct.

Product Defects & Damaged Packages

We allow three days from the date of delivery to notify us if there is any type of defect with a product or if the package it was in was damaged in transit. If we aren't notified of defects or damages within the three-day window, it is understood that the package and products were in good condition upon delivery.

WEBSITE DISCLAIMER:

This website contains general information about diet, health, and nutrition. None of the information should be considered advice be considered or treated as a substitute for advice from a healthcare professional. The contents of this website are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition.

The general information and content on this website are provided “**AS IS**” without any representations or warranties of any kind, express or implied. High Altitude Wellness (the “Company”) makes no representations or warranties whatsoever in relation to the health information on this website.

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition you should seek medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information in Company materials or provided by any Company representative, none of which information is intended to be a substitute for medical diagnosis, advice or treatment. If you are considering making any changes to your lifestyle, diet or nutrition, you should consult with your doctor or other healthcare provider before doing so. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease.

Neither the Company nor its representatives are providing any medical advice, and none should be inferred, from any ideas, suggestions, testimonials or other information set forth on this website or in other Company materials or provided over the phone or in email correspondence. All of the information on this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and High Altitude Wellness does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not or no longer accurate or complete.

PRODUCT AVAILABILITY; PRICES; ORDERS: All purchases through our website are subject to product availability. We may limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, or jurisdiction. Prices for our products are subject to change, at High Altitude Wellness’s discretion. Unless otherwise indicated, prices displayed on our website are quoted in U.S. dollars and are exclusive of shipping charges. We do not charge, and you are solely responsible, for taxes and duties of any sort. We reserve the right, in our sole discretion, to refuse orders. In addition, if we believe an order is false or fraudulent, we reserve the right to inform the relevant authorities.

PAYMENT METHODS. For online orders, we accept payment via Square Up. If a payment is not successfully settled, due to invalid payment method, declined credit, expiration, insufficient funds or otherwise, we reserve the right to cancel your order. Orders are shipped only after receipt of full payment. For certain payment methods, you may be charged a processing fee, foreign exchange/translation fee (international orders) or other fees; you are solely responsible for the payment of any such fees. High Altitude Wellness is not responsible for any charges, errors or losses that may result from any payment method used by you for the purchase of our products.

Promotion Codes and Coupons: Promotion codes and Coupon codes, including the first order code, 'newcustomer,' *cannot* be combined with any other coupon code, or any other promotional or wholesale discount.

SHIPPING: We generally ship all items within 1 or 2 business days of our receipt and acceptance of an order. If there is a delay affecting our ability to ship generally, we will attempt to conspicuously post that fact on this site. We ship via U.S. Postal Service, UPS and Fedex and packages can be tracked through their website.

We fill domestic orders via U.S. Postal Service First Class mail, which generally results in delivery within 4 to 5 business days. Requests for use of a courier service or overnight shipping cannot be processed on this website; however, we generally can accommodate these requests if you place your order by phone at the telephone number first appearing above.

Unless otherwise expressly agreed in writing, TIME IS NOT OF THE ESSENCE, and any delivery date requested or provided is an estimate only. High Altitude Wellness is not responsible for delays or for non-performance resulting from causes beyond its reasonable control, including acts of any government or acts of God.

We currently ship only within the United States.

similar charges will apply. High Altitude Wellness is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.

LOST PACKAGES: If a package gets lost in transit (very rare, though it does happen), High Altitude Wellness will not be responsible if the tracking information says the package was "delivered," which means U.S. Postal Service, UPS or Fedex or the courier service successfully delivered the package to the specified address.

PACKAGE SENT TO WRONG ADDRESS: If a package is sent to the wrong address, and the incorrect address was provided online by a customer, then the customer is responsible for the cost of re-shipping the item. We will re-ship the order once the original package has been returned to us. When ordering, make sure your shipping address is accurate, as making any mistake could significantly delay the delivery.

If placing an order over the phone, we will read the delivery address (and other information you provide) aloud to help you be sure it is correct.

PRODUCT DEFECTS & DAMAGED PACKAGES: We allow three days from the date of delivery to notify us if there is any type of defect with a product or if the package it was in was damaged in transit. If we aren't notified of defects or damages within the three-day window, it is understood that the package and products were in good condition upon delivery.

RETURNS/REFUNDS:

We understand that you may need to return a product. Should you feel the need to do so, you have 30 days from the date of purchase to initiate the process. Please contact us at 970-344-5620 or email highaltitudewellness@yahoo.com or info@highaltitudewellness.com and one of our Customer Care Representatives will assist you.

Limited to one return or exchange per customer. We do not take returns based on smell or taste. We typically process approved return/refund requests within 1-2 business days.

If your product was purchased through a High Altitude Wellness distributor or retailer, you will need to go back to your original purchase location for any return or exchange.

Retail and Wholesale Payment:

- **Primary method for payments on wholesale orders are check, e-check, money order or wire transfer**
- **If Credit Card is the only means by which a customer can pay for a wholesale order, please contact us to arrange for payment, a 5% processing fee may apply.**
- **Retail sales orders can be paid with a credit card via Square Up.**

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