

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.

When enrolling as an Associate or purchasing HALE products through this or replicated websites, you agree to the following two (2) statements:

- 1) "I agree that I have read, understand, and agree to all terms of the HALE Electronic Signature Disclosure and Consent found [here](#)."
- 2) "By enrolling as a HALE Associate, I agree that I have read, understand and agree to the HALE Policies and Procedures found [here](#)."

Changes

These Terms and Conditions are subject to change by HALE at any time in its discretion without notification. 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 HALE 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.

Use of this Site

You agree to use our website only for lawful purposes. You may access and use this website for purposes expressly permitted by HALE. You may not use it for any other purposes, including commercial purposes such as co-branding, framing, or hyper-links, without the express prior written permission of an authorized representative of HALE.

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 is provided “**AS IS**” without any representations or warranties of any kind, express or implied. HALE 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 health care provider before doing so. **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 is 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

HALE 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.

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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 on information at a linked third-party website, you do so at your own risk. Do not use the information on the Hale website or any third-party website to substitute medical advice or delay medical treatment.

HALE has no control over these linked sites, all of which have separate privacy and data collection practices, independent of HALE. Nonetheless, HALE 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.

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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.

Indemnity

You agree to indemnify, defend and hold harmless HALE, 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 HALE 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 HALE. 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.

HALE 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 HALE’s liability for products purchased from this site exceed the price paid for such products, including any shipping and handling charges.

Tetrahydrocannabinol Disclaimer

HALE’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 HALE 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

HALE 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 HALE's knowledge, it operates legally under both state and federal law in the United States; 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. HALE 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 HALE's website or a website linked to HALE's website. IT IS YOUR RESPONSIBILITY AS THE PURCHASER AND/OR USER, NOT HALE'S, TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS REGARDING THE POSSESSION AND USE OF ANY ITEM OR PRODUCT OFFERED BY HALE OR BY A WEBSITE LINKED TO HALE'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 applies 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. HALE warrants that all HALE 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.

HALE 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 HALE expressly and specifically disclaims, and customer irrevocably waives the right to seek, all other remedies.

HALE 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. HALE 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

HALE 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 HALE, or by any other method reasonably believed by HALE to be reliable.

Governing Law; Jurisdiction

These Terms and Conditions and your use of this site shall be governed in all respects by the laws of the state of New Mexico, United States of America, without regard to choice of law provisions. 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 HALE products) shall be exclusively in the state and federal courts located in New Mexico, 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 HALE products) must be commenced within one (1) year after the claim or cause of action accrues. HALE'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 web site 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.

Return Policy* and Process

Hale offers a 100% money back guarantee for all resalable products returned within the first 30 days of the purchase.

Product may be returned within 60 days after the first 30 days from the date of purchase for a 90% refund of the product price, excluding shipping.

* Product must be in resalable condition (i.e., unused, unopened, not expired). A 10% restocking fee is applied on product returns. Shipping costs associated with returning product are the responsibility of the Customer/Associate returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the Upline/Sponsor. Associate must be in good standing.

A. All returns, whether by a Customer or Associate, must be made as follows:

- I. Obtain Return Merchandise Authorization ("RMA") from Company from Hale Customer Support;
- II. Ship items to the address provided by Hale Customer Support when you are given your RMA.

- III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.

- IV. Ship back product in manufacturer's box exactly as it was delivered.

- B. All returns must be shipped to Hale pre-paid, as Hale does not accept shipping collect packages. Any loss or damage in shipping of the returned product shall be borne solely by the Customer or Associate returning the product. If returned product is not received at Hale's Distribution Center, it is the responsibility of the Customer or Associate returning the product to trace the shipment and no credit will be applied.

- C. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by an Associate, may constitute grounds for involuntary termination.

Payment methods

For online orders, we accept payment by Visa, Mastercard, and eCheck. If a payment is not successfully settled, due to invalid payment method, declined credit, expiration, or 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. HALE'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 HALE 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 HALE product is mistakenly listed at an incorrect price, HALE 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 cancelled, HALE shall issue a credit to your credit card account in the amount of the incorrect price charged to you.

Promotion and Coupon Codes

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

Shipping & Delivery

We generally ship all items the same business day 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 our website. We rely on a computer algorithm to select the most expedient and cost effective priority shipper based on weight and distance, and packages can be tracked via tracking number.

We fill most domestic orders via U.S. Postal Service priority mail, which generally results in delivery within 2 to 3 days. HALE requires a signature at delivery for all orders with a value of \$250 or more. Requests for use of a courier service or overnight shipping cannot be processed on this web site. Unless otherwise expressly agreed in writing, TIME IS NOT OF THE ESSENCE, and any delivery date requested or provided is an estimate only. HALE 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 web site, delivery of products is FCA (Incoterms (2010), the international rules for the interpretation of trade terms of the International Chamber of Commerce) HALE'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 HALE's delivery of the products you order to the U.S. postal service or courier service.

Lost Packages

If a package is lost after we ship it, which does occasionally occur, HALE will not be responsible if the tracking information lists the order as "delivered," which means UPS 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 HALE, HALE will reship the order. Please note that HALE 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.