### Introduction

The Buyer states that he or she is at least 18 years of age or 21 years of age where applicable. Any minor attempting to make a purchase will be prosecuted to the fullest extent of the law.

Buyer acknowledges the chemical, physical, and toxicological properties of these products from *Crystal River Herbs* and *Quantum Botanicals* are not guaranteed. Buyer acknowledges that the FDA has not approved kratom as a dietary supplement and all products sold on this website are sold with no instructions for use. Buyer agrees to *Crystal River Herbs, LLC* and/or *Quantum Botanicals* (*dba Quantum Kratom*) reserved right to limit and/or deny sales of products to any individual at our discretion. Buyer will never be charged for any product that is not provided.

By clicking the Terms and Agreement checkbox at time of checkout the Buyer swears they are 18 (21 where applicable) years of age or older, that all personal information the Buyer gives is true and accurate pertaining to the identity and physical address of the Buyer.

### **Intent To Use**

#### Please Note:

The FDA has not approved kratom as a dietary supplement. Our products are NOT intended to prevent, treat or cure any disease. We do not make any medical claims or offer any advice. Our products are only for sale to legal adults, 18 and over. 21 and over where applicable. Pregnant/nursing women are advised against use. Purchaser takes full responsibility for any use or misuse of our products.

Buyer recognizes the products sold by *Crystal River Herbs* and/or *Quantum Botanicals* are not intended to diagnose or treat any medical condition or disease. Our products are sold as a bulk botanical with no instructions for use. *Crystal River Herbs* and *Quantum Botanicals/Quantum Kratom* do not take any responsibility, implied or otherwise, for any use or misuse the buyer makes of the products sold on this page. According to studies, by the *American Kratom Association*, kratom use may be about as habit-forming as coffee. This is, in no way, intended to suggest that our products are sold for consumption, but should be considered.

# **Shipping**

At this time, we are **unable** to ship Kratom products to:

- Rhode Island
- Indiana
- Wisconsin
- Vermont
- Arkansas
- Alabama
- Washington D.C.
- Sarasota County (FL)
- San Diego County (CA).
- Union County, MS

### **Restrictions**

You are specifically restricted from all of the following

- Using Quantum Botanicals or Crystal River Herbs websites in any way that is or may be damaging
- Using our websites in any way that impacts user access to this Website
- Using <u>www.crystalriverherbs.net</u> or <u>www.quantumkratom.net</u> (or websites that point to them) contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person, or business entity
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to <a href="https://www.guantumkratom.net">www.guantumkratom.net</a> and <a href="https://www.crystalriverherbs.net">www.crystalriverherbs.net</a>
- Using <u>www.quantumkratom.net</u> and/or <u>www.crystalriverherbs.net</u> to engage in any advertising or marketing.
- Using the copyrighted content created at <a href="www.quantumkratom.net">www.quantumkratom.net</a> and/or <a href="www.crystalriverherbs.net">www.crystalriverherbs.net</a> on any other website without prior approval from our webmaster. If you would like to publish certain content on your website, please contact us and we will gladly work with you: info@quantumkratom.net

Certain areas of this Website are restricted from being accessed by you and *Quantum Kratom and/or Crystal River Herb*s may further restrict access by you to any areas of this

Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

#### No warranties

This Website is provided "as is," and *Crystal River Herbs* and *Quantum Botanicals (dba Quantum Kratom)* express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

# **Limitation of Liability**

In no event shall *Quantum Botanicals/Quantum Kratom, Crystal River Herbs*, nor any of its officers, directors and employees, be held liable for anything arising out of, or in any way connected with your use of this Website whether such liability is under contract. *Quantum Botanicals/Quantum Kratom* and *Crystal River Herbs*, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website or products purchased from <a href="https://www.crystalriverherbs.net">www.crystalriverherbs.net</a> or <a href="https://www.quantumkratom.net">www.quantumkratom.net</a> (or any web addresses which point to the aforementioned websites, including but not limited to: <a href="https://www.quantumleaf.net">www.quantumleaf.net</a>, <a href="https://www.quantumleaf.net">www.quantumleaf.net</a>)

### Indemnification

You hereby indemnify to the fullest extent *Quantum Botanicals/Quantum Kratom* and *Crystal River Herbs* from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

# **Sever-ability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

### Variation of Terms

Crystal River Herbs and/or Quantum Botanicals are permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

# **Assignment**

Quantum Botanicals and Crystal River Herbs are allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

# **Entire Agreement**

These Terms constitute the entire agreement between *Quantum Botanicals, Crystal River Herbs* and you in relation to your use of this Website, and supersede all prior agreements and understandings.

# Governing Law and Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Texas (*Quantum Botanicals*) or Colorado (*Crystal River Herbs*,) and you submit to the non-exclusive jurisdiction of the state and federal courts located in these places for resolution of any disputes.

#### Thank You