

Terms Of Service/ Legal Agreement

**Last updated: January 31, 2017**

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**GENERAL**

No joint venture, partnership, employment, or agency relationship exists between you, Wifey Treats or any third-party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Wifey Treats to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Wifey Treats in writing.

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**Limitations and Prohibited Act**

As a condition of your access to this Site or any other third-party site or application in connection with Wifey Treats, you agree to the following in connection with your use of this Site:

* Your use of any of the Content available on this Site is for informational and personal use only (such as for employment application purposes);
* You will not distribute, publish, transmit, modify, display or create derivative works from or exploit any of the Content available on this Site in any way;
* You will not post or submit anything to this Site that may violate any rights of any third party, including any copyright, trademark, privacy or other personal or proprietary right(s);
* You will follow all of these Terms of Use, as well as all applicable laws, rules and regulations, and will not engage in or encourage conduct that may give rise to civil liability or violate any law;
* You will provide us with whatever proof of identity we may reasonably request.
* You will only provide truthful, complete and accurate information;
* You will not impersonate another person;
* You will not harass, threaten, or abuse any other person when using this Site in any manner;
* You will not access data not intended for you or log into a server or account that you are not authorized to access;
* You will not attempt to probe, scan or test the vulnerability of Wifey Treats systems or network or breach the security or authentication measures without proper authorization;
* You will not access this Site with any data extraction, scraping, mining, or other data gathering tools, or otherwise scrape, collect, store, or use any Content from this Site;
* You will not interfere with or disrupt this Site, or servers or networks connected to this Site, or disobey any requirements, procedures, policies, or regulations of networks connected to this Site; and
* You will not e-mail, transmit, or otherwise transfer to or through this Site any material or information that is obscene, or may be hateful or offensive on minors, racial, ethnic, sexual, or any other grounds; is unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, distasteful, or otherwise objectionable; or is defamatory, libelous, invades another person’s privacy or proprietary rights or that advertises any illegal service or the sale of any items which are prohibited or restricted by the laws of your State.

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**ACKNOWLEDGMENT OF THE LAWS OF USERS STATE OF RESIDENCY**

Wifey Treats has its principal place of business in District of Columbia. However, Wifey Treats is accessible to users and dispensary entities outside of District of Columbia provided users are available to pick up within jurisdiction.User expressly acknowledges that Wifey Treats does gift marijuana, Infused marijuana treats and marijuana infused body products within the jurisdiction laws regulating medical or the recreational use of marijuana, marijuana infused treats and marijuana infused body products only and that medical cannabis collectives and patients are established pursuant to their respective State laws. Individuals in the District of Columbia are subject to arrest and/or prosecution for possession of more than what is allowed in the Initiative 71 guidelines or using on federal grounds, cultivation of more than what is allowed in the Initiative 71 guidelines or transportation of marijuana outside of District of Columbia. User also acknowledges that medical marijuana is not recognized as a valid defense under federal laws when traveling in possession outside of jurisdiction.  User Further acknowledges that the interstate transportation of marijuana is a federal offense. You must abide by and follow the laws of the state in which you are a resident Wifey Treats is not responsible for any transgression that may occur after marijuana, marijuana infused treats and marijuana infused body products is in your possession. User expressly acknowledges and assumes full responsibility for cooperating with the laws of the state of user’s residency please use caution and abide by the laws within your state.

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For any Dispute you have with Wifey Treats or these Terms of Use, you agree to first contact us at support@Wifeytreats.com or (240) 650-5124, and to attempt to resolve such Dispute with us informally. In the unlikely event that we are unable to resolve any Dispute you bring to our attention after sixty (60) days, and for any other Dispute we raise, you and Wifey Treats agree that**,** regardless of any statute or law to the contrary, any claim or cause of action must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Communications**

By becoming a User of Wifey Treats site, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Wifey Treats, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Wifey Treats, its affiliated companies and/or Drivers, including but not limited to: operational communications concerning your use of the Wifey Treats Platform or Services, updates concerning new and existing features on the Wifey treats website, communications concerning promotions run by us or our third party partners, and news concerning Wifey Treats and industry developments. IF YOU WISH TO OPT-OUT OF PROMOTIONAL EMAILS, TEXT MESSAGES, OR OTHER COMMUNICATIONS, YOU MAY OPT-OUT BY FOLLOWING THE UNSUBSCRIBE OPTIONS PROVIDED TO YOU. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Wifey Treats Platform or the Services.

**Refund Policy**

Any fees that Wifey Treats may charge you for our food and services, are due immediately and are non-refundable unless amicable decision has been made between both Wifey Treats and parties involved. Wifey Treats also reserves the right to determine final prevailing pricing – Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer. The Company may change the fees for our food and Services, as we deem necessary for our business.

**Internet Delays**

THE COMPANY’S WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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