

Fireweed + Cedar Wellness Collective, LLC.
Terms & Conditions

This document describes the terms and conditions of accessing Fireweed & Cedar Wellness Collective's website and engaging with our business via SMS messaging. Please review it carefully.

Website Terms & Conditions

Welcome to the website of Fireweed + Cedar Wellness Collective, LLC. (collectively, the "Organization", "we", "us", "our"). Please read this Terms of Use agreement ("Agreement") carefully before using the Services (as defined below) of fireweedcedarwellness.com (the "Site"). THIS TERMS OF USE AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF AND ACCESS TO THE SITE AND THE RELATED SERVICES OR CONTENT OFFERED VIA THE SITE AND OUR SOCIAL MEDIA CHANNELS (collectively, the "Services").

The Services are offered and made available to users who are eighteen (18) years of age or older. BY ACCESSING OR USING THE SERVICES, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. THIS AGREEMENT CONTAINS AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

1. Acceptance of Terms:

By accessing or using this website, you ("User") agree to be bound by these Terms and Conditions. If you do not agree with these terms, please do not use this website.

2. Website Content:

The content on this website, including but not limited to text, images, and links, is for informational purposes only and does not constitute medical advice, diagnosis, or treatment.

3. Confidentiality:

We are committed to protecting the privacy of our clients and users. We will handle any personal information you provide in accordance with our Privacy Policy, accessible on our website, using the Services you agree to the terms of the Privacy Notice.

4. Disclaimer of Liability:

We are not responsible for any damages or losses arising from the use of this website or its content.

5. No Medical Advice:

Important note regarding health-related information: Your use of the services and any information provided on or in connection with the services is at your own risk. The services may include certain information regarding health-related issues. Such information (a) is not intended as a substitute for professional medical advice, diagnosis, or treatment, (b) should not be construed as the provision of advice or recommendations, and (c) should not be relied upon as the basis for any decision or action, including, without limitation, the diagnosis or treatment of any health problem. The organization is not responsible for the accuracy or reliability of any such information. Such information is not exhaustive and should not be considered complete or up-to-date. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information available through the services. The relationship between you and the organization is not a physician-patient or similar relationship; always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay in seeking it because of something you have read or heard on the services.

If you think you may have a medical emergency, call your doctor or 911 immediately. The organization does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the services. Reliance on any information provided by the organization, the organization's employees, individuals providing information in connection with the services at the invitation of the organization, other visitors or users of the services, and/or any other third party is solely at your own risk.

6. Links to Third-Party Websites:

The Services may contain links to third party websites or online resources that are not owned, operated or controlled by us. All such links are provided solely as a convenience to you. We do not control, recommend or endorse and are not responsible for these websites or their content, products, services or privacy policies or practices. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third party websites or the information or material accessed through these third party websites. If you decide to access any other website linked to or from the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such third party websites.

7. Intellectual Property:

All content on this website is the property of Fireweed + Cedar Wellness Collective, LLC. and is protected by copyright laws. You may not reproduce, distribute, or modify any content without our prior written consent.

8. User Obligations:

While using the Services you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Services to respect the rights and dignity of others. Your use of the Services is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the Services.

Additionally, you acknowledge and agree that you (and not the Organization) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Services, and paying all charges related thereto.

You agree that you will not:

- Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Post, transmit, or otherwise make available, through or in connection with the Services:
 - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities.
 - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
 - Any material, non-public information about a company without the proper authorization to do so.
- Use the Services for any fraudulent or unlawful purpose.
- Use the Services to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Services.
- Impersonate any person or entity, including without limitation any representative of the Organization; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services; or express or imply that we endorse any statement or posting you make.

- Interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Services (including without limitation by hacking or defacing any portion of the Services).
- Use the Services to advertise or offer to sell or buy any goods or services without the Organization's express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Services.
- Remove any copyright, trademark or other proprietary rights notice from the Services or materials originating from the Services.
- Create a database by systematically downloading and storing any or all content of the Services.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Services content or reproduce or circumvent the navigational structure or presentation of the Services without the Organization's express prior written consent.

9. Governing Law:

The Services are controlled, operated, and hosted from the United States, and are not intended to subject the Organization to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant the Services, the content on the Services, or any part thereof is appropriate or available for use in other locations or in any particular jurisdiction other than the United States. Persons who choose to access the Services from other locations or jurisdictions do so on their own initiative and at their own risk, and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws are applicable. We may limit the availability of the Site or Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

You agree that the laws of the State of Alaska, excluding its conflict of laws rules, and this Agreement, our Privacy Notice and any other policies posted on the Services applicable to your use of the Services shall govern your use of the Services.

This Agreement is the entire agreement between you and the Organization with respect to the Site and Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Organization with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect. If any of the provisions, or portions thereof, of this Agreement is found to be invalid

under any applicable statute or rule of law, the remainder of this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

10. Contact Information:

If you have any questions about these Terms and Conditions, please contact us at hello@fireweedcedarwellness.com or (907) 370-7878.

11. Amendments:

We reserve the right to modify, alter or update this Agreement at any time in our sole discretion by posting any such modified, altered or updated version of this Agreement on the Services. All such modifications, alterations and updates will become effective immediately upon posting. We encourage you to check this page each time you visit the Services. Except as otherwise expressly stated by us, any use of the Services is subject to the version of this Agreement in effect at the time of use. Your continued use of the Services after any modifications, alterations or updates are made constitutes your acknowledgement of such changes. When using the Services, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to the Services, which are hereby incorporated by reference into this Agreement.

We reserve the right to modify, suspend, or discontinue the Services, at any time and from time to time, temporarily or permanently, in whole or in part, with or without notice. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the Services, in whole or in part, or of any content, feature or product offered through the Services. Your continued use of the Services after such changes will indicate your acceptance of such changes.

12. Emergency Situations:

If you are experiencing a mental health crisis or medical emergency, please contact emergency services by dialing 9-1-1 or 9-8-8.

SMS Messaging Terms & Conditions

1. Introduction

By opting into the SMS messaging service provided by Fireweed & Cedar Wellness Collective, LLC., you agree to the terms outlined in this agreement. Our messaging service provides informational messages, including updates about our services, event notifications, and important alerts.

2. Message Frequency

- You will receive messages weekly.

- Message frequency may vary based on your preferences and interactions with our service.

3. Message and Data Rates

- Message and data rates may apply based on your mobile carrier plan.
- You are responsible for any SMS-related charges from your wireless provider.

4. Opt-Out and Unsubscribe

- You can unsubscribe from SMS messages at any time by replying “STOP” to any message.
- After opting out, you will no longer receive SMS messages from us unless you re-subscribe.

5. Help and Support

- If you need assistance, text “HELP” for guidance and support.
- You can also contact our customer support at [Your Contact Email/Phone].

6. Data Privacy and Security

- Your phone number and personal information will be handled according to our Privacy Policy.
- We do not sell or share your information with third parties for marketing purposes.
- View our full Privacy Policy here: [INSERT LINK]

7. Eligibility

- Our SMS services are available to users who:
 - Are 18 years or older or have parental/guardian consent.
 - Reside in the United States (or specify applicable regions).

8. Changes to Terms and Conditions

- We may update these terms at any time.
- Continued use of our SMS services after changes are posted constitutes acceptance of the new terms.