

## JUUL Labs UK Ltd. Terms of Service

Effective Date: July 17, 2018

### 1. General Statement / website Term of Use

We are Juul Labs, a company registered in England and Wales as Juul Labs UK Ltd.

These are the terms and conditions on which we supply products to you (referred to throughout these terms as “Terms of Service” or “Terms”). Please read these Terms carefully before you create an account with us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

When referring to our own products that we sell on our website, we use the term “Products”.

We limit the purchase of Products through our website to individuals that are 18 years of age, by creating an account with us you agree that you are at least 18 years of age. Additionally, it is your responsibility to check and understand the local laws in your own country regarding the legal purchasing age in order to purchase from or access our website (if you are purchasing from outside of the UK). JUUL Labs does not guarantee that compliance with these Terms of Service will be sufficient to comply with your obligations under applicable laws where you reside or where you use the website.

JUUL Labs may, and reserves the right to, from time to time modify, limit, change, discontinue, or replace the Website and these Terms of Service at any time. While we will endeavor to let you know when we update these Terms, we would recommend that you review these Terms on a regular basis to keep yourself informed of any modifications, limitations, changes or replacements. Your ongoing use of the Website indicates acceptance of such modification, limit, change, discontinuance or replacement.

Please read these Terms of Service carefully to ensure that you understand each provision.

### 2. Eligibility, Safety Acknowledgment, and Registration for a Juul.co.uk Account

These terms apply to the use of our website, creation of accounts with us and the orders that you place with us. You must read and agree to these Terms before using the website. Any use of an account on the website by anyone under 18 years of age is strictly prohibited and in violation of these Terms.

We have these strict rules relating to use of our website because our website contains age-regulated products, most of which include minimum purchasing and usage age requirements. We take the prevention of underage use very seriously; JUUL Products and all other nicotine products should never be used by anyone under the legal age.

An age-verification check will occur (in accordance with our Privacy Policy) during the registration process in order to confirm that you are of legal purchasing age. Only persons 18 years of age and that have been age-verified can purchase Products and participate in any promotions or offers from the website. Due to age-restriction laws and regulations, we may use your provided information to conduct age-verification for your purchases and may deny or cancel your purchases due to such regulations, as with all personal information that we receive, this will also be handled and processed in accordance with our Privacy Policy.

Additionally, no tobacco-based or nicotine product should be considered safe. If you have any health concerns about use of JUUL or any other tobacco product, we recommend that you consult with your GP. Inhalation of e-vapour from JUUL may aggravate existing respiratory conditions and ingestion of nicotine may cause other conditions (such as an increase your heart rate and blood pressure and cause dizziness, nausea, and stomach pain). If you do not currently use nicotine containing products, we recommend that you do not start.

In order to purchase from the website you must complete the registration process to obtain a user account. You will be required to provide your name, address, e-mail address, phone number and date of birth. You must provide complete and accurate information about yourself during the registration process, you also have an ongoing obligation to update this information if and when it changes so please review this regularly.

When you create an account, you will be required to create a user ID and password. In doing so, you agree the following:

- You will not share your user ID and password with anyone else.
- Only you will use your account.
- You will contact JUUL Labs using the contact details at the bottom of these Terms immediately in the event you become aware of unauthorised access to your account.
- You are responsible for all activity that takes place in connection with your account.
- You will not create more than one account.

If you do not understand the consequences of agreeing to any of the above, or do not agree to any of the above, please contact us before proceeding to create an account with us.

By registering and obtaining an account you affirm that you will comply with these Terms and your registration constitutes your consent to enter into agreements with us electronically.

### **3. Termination of Account**

We reserve the right to restrict access to, suspend, disable, terminate, and/or delete your account for any reason that we deem necessary. In the event your account is suspended, disabled, terminated, or deleted, your only option is to request reinstatement of your account by contacting JUUL Labs using the contact details at the bottom of these Terms. You may not open alternate accounts. Nothing in these Terms of Service will or are intended to affect your statutory rights, for example your right to replacement Products if the Products you have purchased have a fault.

### **4. Electronic Communication – [www.juul.co.uk](http://www.juul.co.uk) Account Specific**

With the creation of an account you agree that we may send to you electronic notices or other communication regarding this website. These types of electronic communications will be sent to the email address that was provided during registration and/or the email address associated with your account.

We will only use your personal information as set out in our Privacy Policy. The contents of any communication are effective when sent, regardless of when you receive or whether you read the communication. You can stop receiving these notices and communications at any time with the deactivation of your account.

### **5. Electronic Communication – Marketing Communication**

By providing your email address and/or subscribing to JUUL Labs' Newsletter, you are representing that you are of legal age to receive such communications (at least 18) and will receive electronic communications and exclusive offers. These exclusive offers may be unavailable depending on your location. JUUL Labs' Product materials are not intended to imply that the Products have been evaluated by any relevant regulatory authority unless this is explicitly stated. This Product is not intended to diagnose, treat, cure, or prevent any disease.

The email address provided will be used solely by JUUL Labs and will not be sold to, shared with, or otherwise disclosed to other parties, except as permitted under our Privacy Policy. You can choose to stop receiving these offers at any time by filling out an unsubscribe request, using the unsubscribe option on communications or contacting us using the contact information on the website.

### **6. Communications with JUUL Labs**

Customers and visitors are encouraged to forward comments or other communications to JUUL Labs via [www.juul.co.uk](http://www.juul.co.uk) or via e-mail. We request, as a condition of you having an account with us, that you will not transmit content to JUUL Labs that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and/or does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam".

We request, as a condition of you having an account with us, that you will not use a false e-mail address, impersonate a third party person or entity, or otherwise mislead JUUL Labs as to the origin of a communication. Communications violating the restrictions of this paragraph shall constitute a violation of these Terms of Service, and may result in the termination of your account at the sole discretion of JUUL Labs.

## **7. Payment**

You agree to pay for all purchase orders you place through the website.

Except where noted otherwise, the prices displayed for JUUL Labs' Products represent the full retail price (including VAT) listed on the Product itself. All prices are quoted and payable in GBP (British pounds), regardless of where an order is placed or shipped. Foreign exchange rates apply and may depend on the date your order was placed.

In the event that you dispute the amount or validity of any payments made to JUUL Labs through this website, you must notify JUUL Labs in writing, within ten (10) days of payment, of any such dispute by mail or by email at the address or email address listed below.

You agree that you will pay all reasonable costs and expenses of collection, including reasonable legal fees, incurred by Juul Labs in the event of failure to make payment.

## **8. Cancellation Policy**

Orders submitted cannot be cancelled once they have been dispatched for delivery. Generally, this is within twenty-four (24) hours from the time that the order was submitted. To cancel an order placed before dispatch, please contact JUUL Labs Support at [support.uk@juul.com](mailto:support.uk@juul.com) as soon as possible. This does not affect your general right to change your mind and return a Product as described in paragraph 9 below.

## **9. Return Policy**

These terms only apply to purchases made from our website, and do not cover purchases made from an authorised JUUL Labs retailer. If you have any issues with such purchases (from an authorised JUUL Labs retailer) you should speak with the relevant retailer where you purchased the Products in the first instance.

You have the right to withdraw from the purchase agreement with JUUL Labs and to return any new unused item purchased through the website for a refund without giving any reason up to fourteen (14) days following the receipt of the item purchased. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the purchase agreement by contacting JUUL Labs Support at [support.uk@juul.com](mailto:support.uk@juul.com).

If you withdraw, JUUL Labs will reimburse to you all payments received from you, including the costs of shipment. We will not however reimburse you for any supplemental costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us at the time of purchase (e.g. if you paid extra for next day delivery we will only reimburse you for our standard delivery option).

If you elect to withdraw, you must return the new, unused item purchased to JUUL Labs within fourteen (14) days of notifying us of your election. We may withhold reimbursement until we have received the purchased item or you have provided us with evidence that you have sent back the item, whichever is earliest. No refunds will be issued for items not returned within fourteen (14) days of notifying JUUL Labs that you would like to return the items for a refund.

Because of the nature of the Products sold through the website, for sanitary reasons, JUUL Labs accepts returns of and will issue refunds only for new and unused devices. If the tamper proof seal is broken we will be unable to accept the returned Product and we will not issue a refund.

## **10. Damaged/Incomplete/Incorrect Orders**

When purchasing items through the website, you have a legal right to receive goods which are as described, fit for purpose and of satisfactory quality.

You agree to inspect any goods purchased upon receipt of your purchase order as soon as possible. Please report damaged, incorrect, or incomplete orders to us as soon as possible.

If you received an order shipped from JUUL Labs that is damaged, incorrect, or incomplete, please contact JUUL Labs Support at support.uk@juul.com immediately to explain the problem with your order and to request a refund or replacement goods. JUUL Labs may require you to return damaged items, in which case JUUL Labs will pay for the cost of return shipment.

JUUL Labs do not offer a general repair service for damaged devices nor does JUUL Labs provide spare parts for repair. This does not affect your right to replacement Products where such rights exist.

#### **11. Product Resale or Other Exploitation Prohibited**

You agree not to sell, resell, distribute or make available to others, or otherwise use or exploit for any commercial purposes (including, without limitation, in contests, sweepstakes and/or giveaways) any portion of any Products or services purchased from this Website or otherwise obtained from JUUL Labs or a JUUL Labs representative without prior written permission of an authorized representative of JUUL Labs. Any person or entity that sells, resells, distributes or makes available to others, or otherwise uses or exploits any Products or services for commercial purposes without such prior written permission will void the product warranty and may be subject to civil action and/or criminal penalty, as prescribed by law.

#### **12. Counterfeiting**

The fight against unauthorised sales and counterfeiting is a long-term commitment to quality and service that is taken seriously by JUUL Labs. We advise consumers to be cautious when purchasing Products from unauthorised resellers as the quality, reliability and safety of these Products is uncertain and in some cases, may expose the user to serious dangers not encountered with genuine JUUL Labs Products.

Please refer to our “Authorised Retail Location” webpage or contact JUUL Labs Support to learn more about authorised dealers. Any Product purchased outside of our exclusive sales network runs the risk of being counterfeit and is not guaranteed under our extended warranty.

JUUL Labs will not assist with resolving issues pertaining to the purchase of counterfeit products nor will JUUL Labs provide refunds for such purchases.

#### **13. Third Party Links**

This website may contain links to third-party websites. JUUL Labs does not intend these links to be viewed as an endorsement of those websites or their content. If you decide to access third-party websites, you do so at your own risk. Different terms of use will likely apply to any third-party website.

#### **14. Privacy Statement**

For more information about how we use and protect your personal information you may provide through our website, please review the website’s Privacy Policy.

#### **15. Governing Law**

These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

#### **16. Trademarks and Copyright**

This website features various forms of “intellectual property” such as trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data that are the property of JUUL Labs and its affiliates.

This website also may include intellectual property rights belonging to other third parties. All of these intellectual property rights are the property of their respective owners, and you agree not to use them in any manner without the prior permission of the applicable owner. This website and all of its content are protected under copyright, trademark and other relevant intellectual property laws of the United Kingdom and other countries.

## 17. Use of Material from this website

All content of this website, including but not limited to, any text, software, files, graphics, photos, images, designs, music, musical compositions, video, audio visual works, and data found on this website (which we collectively refer to as the “**Materials**”), are the property of and owned by JUUL Labs or JUUL Labs Group companies or its licensors, and are protected by copyright, trademark, and/or other laws.

Although we make all reasonable efforts to ensure that the content of the website is updated and corrected, we do not guarantee the accuracy of any content; the material contained on this website may contain inaccuracies and typographical errors. The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images. The packing of Products may also vary from that shown in images on our website.

We reserve the right to remove content for any reason, but we are not responsible for any failure or delay in removing such material. Changes are periodically made to the website and may be made at any time period. If you download any materials from this website, you do so at your own discretion and risk.

## 18. Disclaimers of Warranty and Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at paragraph 10.

We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 19. Miscellaneous

**Severability:** A finding that any term or provision of these Terms of Service is invalid or unenforceable will be removed from these Terms of Service and will not affect the validity or enforceability of the remaining Terms of Service.

**Assignment:** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our permission, but may be assigned by JUUL Labs without restriction.

No waiver by JUUL Labs of any breach of these Terms of Service is effective unless in writing.

All notice required or permitted under these Terms of Service can be made in writing by mail or by email to:

Email: [support.uk@juul.com](mailto:support.uk@juul.com)

Address: 9th Flr., 107 Cheapside London, UK EC2V 6DN