

## **TERMS OF USE – Kushions LLC**

**Effective Date: December 14, 2025**

**Company: Kushions LLC**

**Location: Michigan, USA**

**Current Mailing Address (Do not send unsolicited mail):**

**5495 Terrace Blvd., South Boardman, MI - 49680**

**Contact: info@kushionsapparel.com**

### **1) Acceptance of These Terms**

**These Terms of Use (“Terms”) govern your access to and use of Kushions’ website, store, and related services (the “Site”). By clicking Agree & Enter, visiting the Site, creating an account, or purchasing from us, you accept these Terms.**

### **2) Audience & Local Law**

**The Site is intended for adults 18+. Cannabis-related laws vary by location; you are responsible for your local compliance. We sell apparel and accessories only; we do not sell cannabis, THC, or other controlled products.**

### **3) Changes to These Terms**

**We may update these Terms from time to time. The Effective Date shows the latest version. Continued use after changes means you accept the updated Terms.**

#### **4) Products, Pre-Sale & Availability**

- Apparel only. Designs may reference cannabis culture; products themselves are apparel/ accessories.**
- Descriptions & variations. Colors, materials, and finishes may vary due to screens and production tolerances.**
- Made-to-Order Pre-Sale (Early Investor). From December 31, 2025 (11:59 PM EST) to February 25, 2026 (11:59 PM EST) (the “Pre-Sale Window”), designated items are made-to-order.**
  - Refunds during the Pre-Sale Window (before shipment): You may request a refund within 14 days of your purchase date and only if at least 14 days remain before the Pre-Sale end date. No refund requests are accepted during the final 14 days of the Pre-Sale Window.**
  - Production & delivery timelines (good-faith estimates):**

**Standard capacity: production ~4–8 weeks post-close; outbound shipping ~1–3 weeks.**

**High-volume scenario: production ~8–16 weeks; outbound shipping ~2–6 weeks.**

**We will update order emails/site if the high-volume timeline applies.**

- **Post-delivery (made-to-order):** Because items are produced to order, post-delivery refunds are limited to manufacturing defects or our fulfillment errors. No exchanges. Please verify your size before ordering; if you're not comfortable with presale timelines or final-sale rules, we recommend waiting for our official launch.
- **Minimums & limited drops.** Some items require MOQs or are limited (e.g., Strainz). If a pre-order cannot be fulfilled, we'll notify you and refund if necessary.

## **5) Pricing, Taxes & Payments**

**Prices are in USD and may change without notice. You agree to pay applicable sales taxes and shipping at checkout. We (or our processors) may pre-authorize or charge when you place an order (including pre-orders). If**

**payment is declined, we may cancel the order. We collect sales tax where required by law based on our registrations/nexus; shipping/handling may be taxable depending on jurisdiction.**

## **6) Order Acceptance; Errors**

**We may refuse or cancel any order (e.g., suspected fraud, inventory limits, pricing/description errors). If canceled after billing, we will refund the charged amount.**

## **7) Shipping, Risk of Loss & Delivery**

**We ship to the address you provide. Risk of loss passes to you when the carrier accepts the shipment. Delivery dates are estimates, not guarantees; verify your address at checkout. If a parcel is returned as undeliverable, we may offer reship (postage may apply) or refund minus outbound shipping for non-defective items.**

## **8) Refunds, Returns & Exchanges (Pre-Sale)**

- Pre-Sale refunds before shipment: Request within 14 days of purchase and only if ≥ 14 days remain before the Pre-Sale end date.**

- **No Pre-Sale refunds during the final 14 days of the Pre-Sale Window.**
  - **Post-delivery (made-to-order):** Refunds are limited to: (i) manufacturing defects or (ii) our fulfillment errors. No exchanges are offered during the Early Investor Pre-Sale.
  - **Process:** For eligible defect/error cases, Kushions provides a prepaid label; refunds are issued to the original payment method after inspection confirms eligibility. If an item fails inspection, we'll notify you; you may (a) pay return postage to have it returned, or (b) forfeit both the item and refund.
  - **These terms do not limit any non-waivable consumer rights under applicable law.**

## **9) Promotions, Referrals & “Kush Coins” (overview)**

**During the Pre-Sale, loyalty participants may earn Kush Coins. Coins are non-transferable, have no cash value, and are governed by §24 and Store Policies §D. We may modify or discontinue promotions at any time.**

## **10) Accounts & Security**

**You are responsible for maintaining the confidentiality of your login and for all activity under your account. Notify us promptly of unauthorized use.**

## **11) User Content**

**By submitting reviews, images, or other content, you grant Kushions a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display that content to operate and market the Site, subject to applicable law. You represent you have the necessary rights and that your content complies with law and third-party rights.**

## **12) Prohibited Uses**

**You agree not to: (a) violate laws; (b) interfere with Site security or operations; (c) scrape, spider, or data-mine; (d) infringe our IP; (e) purchase for unauthorized resale.**

## **13) Intellectual Property**

**All Site content, designs, logos, and trademarks are owned by Kushions LLC or its licensors and protected by IP laws. Do not use our IP without written permission.**

**The Kushions name/logo are a registered trademark; commercial use without permission is prohibited.**

## **14) Third-Party Services**

**We integrate third-party services (payments, shipping, analytics, email tools). We are not responsible for third-party content or policies.**

## **15) Disclaimers**

**THE SITE AND PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

## **16) Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, KUSHIONS LLC AND ITS OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR USE.**

## **17) Indemnification**

**You agree to defend, indemnify, and hold harmless Kushions LLC from claims, damages, liabilities, and expenses arising out of your use of the Site or violation of these Terms.**

## **18) Dispute Resolution — Binding Arbitration; Class-Action Waiver**

- **Agreement to Arbitrate.** You and Kushions LLC agree to resolve any dispute arising out of or relating to the Site, orders, or these Terms by binding arbitration administered by the AAA under its Consumer Arbitration Rules.
- **Venue & Procedure.** Arbitration in Michigan (remote participation allowed). The arbitrator's decision is final and binding.
- **Individual Actions Only.** You and Kushions LLC waive any right to a jury trial and to participate in a class or representative action.
- **Small-Claims Carve-Out.** Either party may bring an individual claim in Michigan small-claims court if eligible.

- **Opt-Out.** Email [info@kushionsapparel.com](mailto:info@kushionsapparel.com) within 30 days of first use with subject “Arbitration Opt-Out,” and your name and address.

## **19) Governing Law; Venue for Non-Arbitrable Claims**

**Michigan law governs. For claims not subject to arbitration, the state or federal courts in Michigan have exclusive jurisdiction.**

## **20) Suspension/Termination**

**We may suspend or terminate access for violations of these Terms or unlawful activity.**

## **21) Severability; Entire Agreement**

**If any provision is unenforceable, the rest remains in effect. These Terms are the entire agreement between you and Kushions regarding the Site.**

## **22) If Enabled: SMS Terms**

**If you opt into SMS: you consent to receive automated texts from Kushions LLC. Msg & Data rates may apply.**

**Frequency varies. Text STOP to [[N/A]] to opt out. Text HELP to [[N/A]]. Consent is not a condition of purchase.**

## **23) Contact**

**Kushions LLC • 5495 Terrace Blvd., South Boardman,  
Kalkaska County, Michigan, USA •**

**info@kushionsapparel.com**

**Notice: General information only; not legal advice.**

## **24) Rewards Program – “Kush Coins” (Program Terms)**

- Enrollment. Earn only when enrolled and logged in (7-day grace to credit coins from a recent order once).**
- Earning & value. \$1 eligible spend = 1 Kush Coin; 1 coin = \$0.05 off at redemption. Coins are non-transferable, have no cash value, and may be redeemed on eligible items (including Strainz).**
- Adjustments. Coins from refunded/canceled items are revoked pro-rata; if already redeemed, refunds may be reduced accordingly.**
- No expiry. Coins do not expire.**
- Pre-Sale tiers (reset each Pre-Sale; one-time coin drop on first reach):**  
**Elite (75–299 pts): +100 coins; +1 Golden Ticket entry**

**Iconic (300–699 pts): +250 coins; +1 entry**

**Apex (700–1349 pts): +400 coins; +1 entry; 24-hour early access**

**Legacy (1350+ pts): +600 coins; +1 entry; 24-hour early access; Founders page eligibility**

## **25) Golden Ticket – Short-Form Official Rules**

- **No purchase necessary. A purchase does not increase chances of winning.**
- **Entries. First Pre-Sale order = 1 entry; +1 per tier reached (Elite/Iconic/Apex/Legacy); max 5 entries/person.**
- **AMOE. Mail a 3"×5" card with full name, email, phone, and “Kushions Golden Ticket” to Kushions LLC, 5495 Terrace Blvd., South Boardman, MI 49680, postmarked 12/31/2025–02/25/2026; limit 1 AMOE entry/person.**
- **Winner count. 1 winner to start; +1 winner for each additional 100 paid orders.**
- **Prize. Strainz hoodie + Strainz tee + 48-hour early access to next sale + 4,000 coins. If winner already bought this drop's Strainz hoodie/tee, they may choose an Originals Pack (Original hoodie + tee + beanie) or defer to the next Strainz hoodie + tee; early access + coins remain included.**

- **Notice/claim.** Winners are emailed and announced on social media; 7-day claim window; if no response, redraw.
  - **Odds/void.** Odds depend on total entries. Void where prohibited. Full rules available on request.

## **26) Strainz Authenticity – Claims & Transfers**

- **Serialization & QR.** Strainz items are serialized #X/100. Each item includes a unique claim code. A QR (per type: tee/hoodie) links to a claim page.
- **Claims.** To mark a serial Claimed, submit serial + claim code, email, optional handle, and photo proof (garment + tag). We review to prevent duplicates/fraud and may approve/deny.
- **Transfers.** Until automated tools are available, transfers are manual and not guaranteed; may require submissions from both parties, proof of purchase, and—if set by the prior owner—a transfer phrase.
- **Security.** Do not share claim codes/transfer phrases. False submissions may void authenticity status and future eligibility.

## **27) Founders Page (Legacy Tier)**

- **Eligibility. Customers who achieve Legacy during the Pre-Sale may submit the Founders Intake (display name, consent, optional handle/avatar).**
  - **Moderation. We verify eligibility and may edit/decline for clarity/appropriateness.**
  - **Display & removal. Approved entries appear on our Founders page. To request edits/removal, email [info@kushionsapparel.com](mailto:info@kushionsapparel.com); we will remove future uses and, where feasible, past posts.**