

TERMS OF USE — KUSHIONS LLC

Effective Date: August 6, 2026

Company: Cushions LLC

Location: Michigan, USA

Mailing Address: 5495 Terrace Blvd., South Boardman, MI 49680, USA

Contact: info@cushionsapparel.com

Please do not send unsolicited merchandise, returns, or other packages to the mailing address above. Returns must be approved in advance and sent according to the instructions provided by Cushions LLC.

These Terms of Use include provisions concerning preorders, returns, limitations of liability, binding individual arbitration, and a class-action waiver. Please read them carefully.

*Please note 5.3 Special Product Info.

1. ACCEPTANCE OF THESE TERMS

These Terms of Use (“Terms”) govern your access to and use of the Cushions website, online store, customer accounts, rewards program, authenticity features, forms, communications, and related services, collectively referred to as the “Site.”

“Cushions,” “we,” “us,” and “our” mean Cushions LLC.

“You” and “your” mean each person who visits, accesses,

creates an account on, submits information through, or purchases from the Site.

By accessing the Site, clicking an acceptance button, creating an account, submitting information, placing an order, or otherwise using the Site, you acknowledge that you have read, understood, and agreed to these Terms, our Store Policies, and our Privacy Policy.

If you do not agree, do not use the Site or place an order.

2. ELIGIBILITY AND ADULT AUDIENCE

The Site is intended for adults who are at least 18 years old.

By using the Site, you represent that you are at least 18 years old and legally capable of entering into a binding agreement.

Kushions sells apparel, accessories, stickers, and related merchandise. We do not sell cannabis, marijuana, THC, controlled substances, or consumable cannabis products.

Certain designs may reference cannabis culture, satire, fictional situations, mature subjects, or counterculture themes. Those references do not constitute an offer to sell cannabis or encouragement to violate applicable law.

Cannabis-related rules and standards vary by location, workplace, school, venue, and institution. You are responsible for determining whether your purchase, possession, display, or use of a product is appropriate and lawful in your circumstances.

3. INCORPORATED POLICIES

Our Store Policies and Privacy Policy are incorporated into these Terms by reference.

Product pages, checkout disclosures, promotional rules, rewards-program disclosures, and other notices presented at the time of purchase may contain additional terms that apply to a particular product, order, promotion, or service.

Where a product-specific disclosure conflicts with a general policy, the more specific disclosure presented at the time of purchase controls for that product, unless prohibited by law.

4. CHANGES TO THESE TERMS

We may update these Terms to reflect changes to our products, programs, operations, technology, or legal obligations.

The Effective Date identifies the most recent version.

Updated Terms apply prospectively from the date they are posted unless otherwise stated. A later policy update will not ordinarily change the material terms that applied to a completed purchase when the order was placed.

Continued use of the Site after revised Terms become effective constitutes acceptance of the revised Terms.

5. PRODUCT INFORMATION

5.1 Product Descriptions

We make reasonable efforts to provide accurate product descriptions, photographs, measurements, materials, colors, features, prices, and availability information.

However:

- a. colors may appear differently because of lighting, photography, editing, screen calibration, and device settings;
- b. fabric, dye lots, stitching, washes, printing, embroidery, hardware, packaging, and finishes may vary slightly between production runs;
- c. measurements are approximate and may vary within reasonable manufacturing tolerances;
- d. digital mockups and prototypes may differ slightly from final production merchandise; and
- e. packaging may be modified without materially changing the purchased product.

Minor variations that do not materially affect a product's identity, appearance, durability, or ordinary use are not necessarily manufacturing defects.

5.2 Size Information

Size charts and garment measurements are provided as general purchasing guidance.

Fit may vary by product, material, cut, construction, wash, and production run. Your usual size in another brand does not guarantee the same fit in a Kushions product.

You are responsible for reviewing the size chart and product-specific measurements before ordering.

Nothing in this provision limits your rights if an item is materially mislabeled, incorrectly fulfilled, or substantially outside its stated measurements.

5.3 Special Product Info

Fictional Universe & Creative Content (on-site, or designs on garments)

Fictional Organizations, Characters, and Storylines

Kushions LLC creates original fictional artwork, characters, organizations, locations, names, events, storylines, and other creative works as part of its brand identity and apparel collections.

References appearing in Kushions products, artwork, marketing materials, websites, social media, promotional content, packaging, or other media—including, but not limited to, the fictional **Department of Illegal Agriculture (“DIA”)**—exist solely as fictional elements within the original Kushions universe and are intended for artistic expression, entertainment, satire, and storytelling.

The **Department of Illegal Agriculture (“DIA”)** is an entirely fictional organization created by Kushions LLC. Within the Kushions universe, the DIA is portrayed as a corrupt fictional agency that extorts fictional growers, fictional businesses, and other fictional characters as part of an original narrative. These depictions are purely works of fiction and are not intended to represent or make

factual statements about any real government agency, military organization, intelligence agency, law enforcement agency, regulatory body, business, organization, or individual.

The fictional **Department of Illegal Agriculture (“DIA”)** is not affiliated with, endorsed by, authorized by, sponsored by, connected to, or intended to represent the United States Defense Intelligence Agency or any other real governmental agency, department, organization, or entity, whether public or private.

Any names, acronyms, logos, symbols, uniforms, locations, characters, organizations, events, or other similarities to real persons or entities are coincidental, incidental, or are used solely as elements of fictional storytelling and expressive artistic content. No reasonable interpretation should construe Kushions content as asserting factual claims regarding any real person, organization, or governmental body.

All narratives, dialogue, imagery, symbols, characters, scenarios, and events appearing in Kushions content are fictional unless expressly identified otherwise. Nothing contained within Kushions content is intended to accuse, defame, disparage, misrepresent, or imply unlawful, unethical, or improper conduct by any actual person, organization, or governmental entity.

All Kushions fictional works, including the Department of Illegal Agriculture (“DIA”), are original intellectual property of Kushions LLC and are protected by applicable intellectual property laws.

5.4 Product Care

Customers are responsible for following the care instructions provided on the garment label, packaging, or product page.

Damage caused by improper washing, drying, ironing, bleaching, alteration, storage, or use is not considered a manufacturing defect.

6. PRODUCT AVAILABILITY TYPES

Products may be listed under one or more of the following availability types.

6.1 In Stock

“In Stock” means that the item is expected to be physically available for normal order processing when the order is placed.

Inventory counts may occasionally be inaccurate because of simultaneous orders, reconciliation errors, damage, theft, fulfillment mistakes, or other circumstances.

Placing an item in a shopping cart does not reserve it. An order confirmation acknowledges receipt of an order but

does not guarantee inventory until the order is accepted and processed.

If an in-stock product cannot be fulfilled, we may cancel and refund the affected item.

6.2 Preorder

“Preorder” means that the customer purchases or reserves an item before it is ready for immediate shipment.

A preorder product may:

- a. be awaiting its planned production period;
- b. already be in production;
- c. be awaiting printing, embroidery, finishing, inspection, packaging, importation, or delivery to Cushions;
- d. depend on supplier capacity, minimum quantities, or material availability; or
- e. have another future fulfillment period disclosed on the product page.

Payment for a preorder may be collected when the order is placed.

6.3 Made-to-Order

“Made-to-Order” means that an item is manufactured, decorated, assembled, or otherwise prepared in response to customer orders or after an ordering period.

Made-to-order items may become final sale after the stated cancellation period or after production has been committed.

6.4 Limited Edition and Limited Drop

Products identified as limited edition, serialized, or part of a limited drop may be available only in restricted quantities or for a limited period.

We may establish quantity limits per customer, household, payment method, shipping address, or account.

Attempts to evade a purchase limit may result in cancellation.

6.5 Final Sale

A product marked “Final Sale” is not eligible for a preference-based return, cancellation, or exchange unless otherwise stated.

Final-sale status does not eliminate non-waivable rights concerning defective, damaged, materially misdescribed, or incorrectly fulfilled merchandise.

7. PREORDER AND PRODUCTION ESTIMATES

7.1 Product-Page Estimate

Each preorder or made-to-order product should display its applicable estimated production, shipment, or delivery period on its product page.

Unless otherwise stated, the estimate displayed on the product page at the time of purchase applies to that item.

7.2 Current General Estimate

Unless a product page states a different timeframe, preorder and made-to-order products are generally estimated to require approximately two to three months from the actual production start date through customer delivery.

This is a production-to-delivery estimate. It does not necessarily begin on the date the customer places the order.

For example, if a product is advertised as beginning production between the end of August and the end of September, the estimated two-to-three-month period begins when production for that product or batch actually starts.

7.3 Good-Faith Estimate

All production, shipment, and delivery dates are good-faith estimates based on information reasonably available when the estimate is provided.

They are not guaranteed arrival dates.

Potential causes of delay include:

- a. order volume;
- b. manufacturer capacity;
- c. material, fabric, dye, trim, label, hardware, zipper, or packaging availability;
- d. minimum production requirements;

- e. quality-control failures or corrections;
- f. rejected or defective production units;
- g. factory closures or staffing shortages;
- h. carrier interruptions;
- i. customs, port, border, or import delays;
- j. severe weather or natural disasters;
- k. labor disputes;
- l. government action;
- m. transportation interruptions;
- n. delayed or inaccurate supplier information; and
- o. other circumstances outside our reasonable control.

7.4 Delay Notices

If we determine that an order cannot be shipped within the applicable advertised or legally required timeframe, we may send a delay notice using the email address or other contact information associated with the order.

The notice may provide:

- a. a revised shipment or delivery estimate;
- b. available information concerning the delay;

c. instructions for consenting to the delay where consent is required; and

d. an opportunity to cancel the affected unshipped merchandise and receive a refund where required by law.

Nothing in these Terms allows Kushions to hold payment indefinitely for merchandise that has not shipped without following applicable delay-notice, consent, cancellation, and refund requirements.

7.5 Material Production Changes

We may make reasonable non-material production changes involving internal construction, packaging, minor finishing details, or equivalent components when necessary to complete production.

We will not intentionally make a material substitution that substantially changes the product's essential advertised identity without disclosure and customer consent where required.

8. MIXED ORDERS

A "Mixed Order" contains one or more in-stock items and one or more preorder, made-to-order, or delayed items.

Unless the product page or checkout states otherwise, a Mixed Order may be held until every item is available and then shipped together.

At our discretion, we may split a Mixed Order and ship available items sooner.

If Kushions independently chooses to split an order, the customer will not ordinarily be charged additional shipping.

If a customer asks us to split an order after purchase, the customer may be required to pay the additional shipping cost.

Customers who need an in-stock item promptly should place it in a separate order from preorder or made-to-order products.

9. PRICES, TAXES, AND PAYMENT

9.1 Prices

Unless otherwise stated, all prices are displayed in United States dollars.

We may change prices, discounts, free-shipping thresholds, or promotions before an order is submitted.

A later price reduction does not entitle a customer to a retroactive price adjustment unless a specific promotion states otherwise.

9.2 Pricing and Description Errors

We reserve the right to correct typographical, technical, pricing, inventory, or product-description errors.

If a material error affects an order, we may cancel the affected item and provide a refund.

We may offer the customer the opportunity to purchase at the corrected price, but the customer is not required to accept.

9.3 Taxes

Customers are responsible for applicable sales, use, customs, value-added, import, and similar taxes or charges.

Kushions collects sales tax where registered or legally required. Shipping and handling may be taxable depending on the jurisdiction.

9.4 Payment Authorization

By submitting payment information, you represent that:

- a. you are authorized to use the payment method;
- b. the billing information is accurate; and
- c. you authorize Kushions and its payment processors to authorize and charge the amount shown at checkout.

Payment for preorder and made-to-order items may be collected when the order is placed.

9.5 Failed or Reversed Payments

We may suspend or cancel an order if payment is declined, reversed, disputed as unauthorized, or otherwise unsuccessful.

Nothing in these Terms restricts a customer's lawful rights through a payment provider or financial institution.

10. ORDER ACCEPTANCE AND CANCELLATION

Submitting an order constitutes an offer to purchase.

An automated confirmation acknowledges receipt but does not necessarily constitute final acceptance.

We may refuse, limit, or cancel an order because of:

- a. product unavailability;
- b. suspected fraud or unauthorized payment;
- c. pricing or description errors;
- d. violation of quantity limits;
- e. suspected unauthorized commercial resale;
- f. an incomplete or invalid shipping address;
- g. inability to verify information;
- h. legal or regulatory restrictions;
- i. threatening or abusive conduct; or
- j. a material violation of these Terms.

If an order is canceled after payment has been collected, we will refund the canceled amount.

11. ORDER CHANGES

Customers are responsible for reviewing the product, size, color, quantity, payment information, and shipping address before completing checkout.

We may attempt to accommodate a requested change, but changes are not guaranteed.

A request is not effective unless Kushions confirms that it was completed.

Once an order has entered fulfillment, been submitted for production, been customized, had a shipping label created, or been transferred to a carrier, it may no longer be changeable.

Customers may be responsible for costs caused by an incorrect address, requested carrier intercept, reshipment, or post-purchase shipment change.

12.SHIPPING AND PROCESSING

12.1 In-Stock Processing Time

Unless otherwise disclosed, in-stock orders are generally processed within one to five business days.

Business days exclude Saturdays, Sundays, federal holidays, carrier holidays, and days on which Kushions is closed.

Processing time includes order review, picking, inspection, packing, and carrier handoff.

Processing time is separate from carrier transit time.

High order volume, product launches, promotions, severe weather, staffing limitations, payment review, or address verification may extend processing.

12.2 Preorder Processing

Preorder and made-to-order items are processed after production is completed and the merchandise becomes available for fulfillment.

The product-specific preorder estimate controls over the general in-stock processing timeframe.

12.3 Carrier Transit

Carrier transit begins after the package has been accepted by the carrier.

Delivery estimates displayed at checkout or provided by a carrier are estimates and are not guaranteed by Cushions unless a guaranteed shipping service is expressly identified.

12.4 Tracking

When tracking is available, it is generally sent to the email address associated with the order.

Tracking may not update immediately after a label is created. A “label created” status does not necessarily mean the package has been physically scanned by the carrier.

12.5 Shipping Destinations

Available destinations and shipping methods are displayed at checkout.

We may restrict shipments to certain countries, territories, freight forwarders, mail-forwarding services, hotels, temporary addresses, P.O. boxes, or other destinations.

13.DELIVERY, LOSS, AND ADDRESS ISSUES

13.1 Customer Address Responsibility

Customers must provide a complete, accurate, and secure shipping address.

If an order is delayed, returned, misdelivered, or lost because the customer supplied an incorrect or incomplete address, the customer may be responsible for reshipment costs.

13.2 Returned-to-Sender Packages

If a package is returned as undeliverable, refused, unclaimed, or incorrectly addressed, we may:

- a. offer reshipment after applicable postage is paid;
- b. issue an eligible refund minus non-refundable shipping or carrier costs; or
- c. offer another appropriate resolution.

Preorder, customized, made-to-order, and final-sale products remain subject to their applicable return restrictions.

13.3 Packages Marked Delivered

If tracking shows delivery but the customer cannot locate the package, the customer should:

- a. verify the submitted address;
- b. check with household members, neighbors, mailrooms, reception desks, leasing offices, and secure delivery locations;

c. allow a reasonable period for premature carrier scans where appropriate; and

d. contact the carrier and Cushions promptly.

We may request documentation and participate in a carrier investigation.

A “Delivered” tracking status does not automatically guarantee a replacement or refund. Claims are evaluated using available evidence, carrier findings, order history, delivery location, and applicable law.

13.4 Packages Lost in Transit

A package may be considered lost when the carrier confirms loss or when the tracking history and elapsed time reasonably indicate that it will not be delivered.

Depending on the circumstances, we may provide a replacement, refund, store credit, carrier claim, or another appropriate remedy.

Any discretionary one-time replacement does not create an obligation to provide repeated replacements for future claims.

13.5 Theft Following Delivery

Kushions is not ordinarily responsible for theft after a package has been properly delivered to the address provided.

We may assist with carrier documentation or provide a discretionary accommodation. The customer may be asked to

file a carrier report, police report, property-management report, or package-protection claim.

14. PREORDER CANCELLATIONS

14.1 Cancellation Period

Unless a product page offers a more favorable policy, a customer may request cancellation of an unshipped preorder or made-to-order item within 14 calendar days after purchase, provided that production, decoration, customization, or a non-cancelable manufacturing commitment has not already begun for that order or batch.

14.2 Production Commitment

After the 14-day period or after production has begun or been contractually committed, whichever occurs first, preorder and made-to-order purchases are generally final sale for change of mind, fit preference, sizing preference, or dissatisfaction with the disclosed wait.

This restriction does not apply when:

- a. Kushions approves a discretionary cancellation;
- b. the product cannot be fulfilled;
- c. a delay notice provides a cancellation right;
- d. the item is materially defective, materially misdescribed, or incorrectly fulfilled; or
- e. applicable law requires a refund.

14.3 Cancellation Requests

Cancellation requests must be sent to info@kushionsapparel.com and should include:

- a. the customer's full name;
- b. order number;
- c. email used for the order; and
- d. item requested for cancellation.

A cancellation is not approved until confirmed by Cushions.

15.RETURNS, REFUNDS, AND EXCHANGES

The detailed Store Policies are incorporated into this section.

15.1 In-Stock Apparel and Accessories

Unless marked Final Sale, eligible in-stock apparel and accessories may be returned within 14 calendar days after confirmed delivery.

Returned merchandise must be:

- a. unworn except for a reasonable indoor try-on;
- b. unwashed;
- c. unused;
- d. unaltered;
- e. free from smoke, fragrance, pet hair, stains, cosmetics, deodorant, damage, or other contamination;

f. accompanied by original tags; and

g. returned with the original packaging where reasonably possible.

The customer is generally responsible for preference-based return shipping.

Original shipping charges are generally non-refundable.

15.2 Exchanges

Exchange requests must be made within the same 14-day period and are subject to available inventory.

We cannot guarantee that a requested size, color, or product will remain available.

If a direct exchange is unavailable, we may process an eligible return and the customer may place a new order.

The customer is generally responsible for exchange shipping unless the exchange is required because of a qualifying defect or Kushions error.

15.3 Preorder and Made-to-Order Returns

After the applicable cancellation period or production commitment, preorder and made-to-order merchandise is generally final sale for fit, sizing, preference, or change-of-mind reasons.

Qualifying claims remain available for manufacturing defects, shipping damage, material discrepancies, and fulfillment errors.

15.4 Stickers and Sticker Packs

Stickers and sticker packs are final sale and are not returnable for preference-based reasons.

If stickers arrive materially damaged, are incorrect, or do not arrive, contact Cushions within:

- a. 28 days after purchase; or
 - b. seven calendar days after confirmed delivery for visible damage or an incorrect item,
- whichever reasonably applies.

We may offer a replacement, refund, or store credit. A physical return may not be required.

15.5 Other Final-Sale Items

The following are generally final sale unless defective, damaged, materially misdescribed, incorrectly fulfilled, or otherwise returnable by law:

- a. products marked Final Sale;
- b. preorder and made-to-order merchandise after the cancellation period or production commitment;
- c. stickers and sticker packs;

- d. personalized or customized merchandise;
- e. gift cards;
- f. worn, washed, altered, damaged, or unsanitary products; and
- g. any product clearly identified as non-returnable before checkout.

15.6 Defects and Fulfillment Errors

A qualifying issue may include:

- a. a materially defective seam, zipper, fastener, print, embroidery, or component;
- b. receipt of the wrong product, size, or color;
- c. missing merchandise;
- d. material shipping damage; or
- e. a substantial departure from the product description.

Normal wear, accidental damage, improper care, misuse, alteration, fit preference, minor production variation, and damage occurring after delivery are not ordinarily manufacturing defects.

15.7 Claim Period

Visible defects, shipping damage, incorrect items, or missing items should be reported within seven calendar days after confirmed delivery.

A latent manufacturing defect that could not reasonably have been discovered during initial inspection should be reported promptly after discovery.

Failure to report promptly may limit our ability to verify or resolve a claim but does not eliminate non-waivable legal rights.

15.8 Proof and Inspection

We may request:

- a. order information;
- b. photographs or video of the product, packaging, shipping label, tag, serial number, or alleged issue;
- c. return of the merchandise;
- d. carrier documentation; or
- e. other reasonably relevant evidence.

Returns may be inspected before a refund or replacement is completed.

Claims involving materially false, altered, inconsistent, or fraudulent information may be denied.

15.9 Return Authorization

Products must not be sent back without authorization.

Customers must follow the return instructions provided by Cushions.

Unauthorized returns, cash-on-delivery shipments, or returns sent to an incorrect address may be refused.

15.10 Return Shipping

For an approved manufacturing defect, shipping-damage claim, or Kushions fulfillment error, we will ordinarily provide a prepaid return label or another reasonable resolution.

For a preference-based return or exchange, the customer is generally responsible for return shipping.

15.11 Failed Inspection

If a returned item does not meet the applicable return conditions, we may:

- a. deny the return;
- b. reduce the refund for lost value where lawful;
- c. offer to send the item back after the customer pays postage; or
- d. provide another lawful resolution.

15.12 Refund Method

Approved refunds are generally issued to the original payment method.

A bank or payment processor may require additional time to post the refund.

Shipping fees, package-protection fees, expedited-service charges, and other completed-service fees are generally non-refundable unless the return results from a Kushions error or applicable law requires otherwise.

16.FRAUD AND POLICY ABUSE

We may investigate reasonably suspected:

- a. payment fraud;
- b. return or replacement abuse;
- c. chargeback abuse;
- d. false delivery or defect claims;
- e. altered evidence;
- f. authenticity-program manipulation;
- g. multiple related accounts used to evade restrictions; or
- h. other dishonest conduct.

We may limit future purchases, returns, replacements, rewards participation, authenticity claims, promotional eligibility, or account access where objective circumstances reasonably indicate misuse.

A claim will not be denied solely because a customer has previously submitted an arbitrary number of legitimate claims.

Relevant factors may include claim frequency, timing, evidence, contradictions, carrier findings, account relationships, prior confirmed abuse, and other reasonably relevant circumstances.

We may report suspected unlawful activity to payment processors, carriers, platform providers, or law enforcement as permitted by law.

17.PROMOTIONS AND DISCOUNTS

Promotions may be subject to separate eligibility rules, dates, exclusions, quantity restrictions, and purchase requirements.

Unless stated otherwise:

- a. promotions cannot be combined;
- b. discounts are not retroactive;
- c. discounts have no cash value;
- d. promotions may end when inventory is depleted;
- e. shipping, taxes, gift cards, and selected products may be excluded; and
- f. automated participation, duplication, resale, or circumvention may result in cancellation.

We may prospectively modify or discontinue promotions.

18.KUSH COINS REWARDS PROGRAM

18.1 Enrollment

Customers must join the Kushions rewards program and use the associated account as required by the Site.

Guest orders may not earn Kush Coins unless retroactive credit is expressly offered.

Kushions may offer a one-time grace period of up to seven days to request credit for a recent eligible order.

18.2 Earning Rate

Unless a current rewards page states otherwise:

- a. each \$1 of eligible merchandise spending earns one Kush Coin;
- b. taxes, shipping, gift cards, discounts, canceled amounts, and refunded amounts may be excluded; and
- c. fractional amounts may be rounded according to Site settings.

18.3 Redemption Value

Unless changed prospectively and disclosed:

- a. one Kush Coin equals \$0.05 in reward value when redeemed;
- b. coins have no cash value;
- c. coins cannot be exchanged for cash;
- d. coins are non-transferable; and

e. redemption may be subject to minimums, maximums, exclusions, or technical checkout limits.

18.4 Refund Adjustments

Coins associated with refunded, canceled, reversed, fraudulent, or unpaid transactions may be removed.

If coins earned from a refunded purchase have already been redeemed, the redeemed value may be deducted from the refund or the account may carry a negative balance where technically supported.

18.5 Expiration

Kush Coins currently do not expire.

Any future expiration policy will apply prospectively and will be disclosed with reasonable notice where required.

18.6 Tiers and Benefits

Current tier names, thresholds, rewards, bonus awards, and early-access benefits are displayed on the rewards page.

Unless expressly guaranteed:

- a. early access does not guarantee product availability;
- b. tier status may be adjusted following a refund or canceled purchase;
- c. benefits may be limited by inventory, product eligibility, or technology; and

d. expired promotional benefits do not continue merely because they appeared in an older policy.

18.7 Program Changes

To the extent permitted by law, we may prospectively modify, suspend, or terminate the rewards program.

If the program ends, we may provide a reasonable redemption period for valid existing balances when practical and legally appropriate.

Fraudulently obtained balances may be restricted or removed immediately.

19. STRAINZ AUTHENTICITY PROGRAM

19.1 Purpose

Selected Strainz products may include serialization, QR codes, claim codes, registry records, or other authenticity features.

These features help identify participating merchandise. They do not constitute government certification, legal title, an investment, a security, or a guarantee of resale value.

19.2 Edition Quantities

Products may be numbered in formats such as #X/25, #X/100, or another disclosed edition quantity.

Edition sizes may vary by product, garment type, release, sample status, replacement unit, or production run.

19.3 Claim Submissions

A customer may be required to provide:

- a. the serial number;
- b. a unique claim code;
- c. an email address;
- d. an optional public display name or social-media handle;
- e. photographs of the merchandise, tag, packaging, or serial information; and
- f. other reasonably necessary verification information.

19.4 Review

We may approve, deny, pause, correct, or request additional information concerning a claim.

A claim may be denied when:

- a. the serial number or code is invalid;
- b. the item is already claimed;
- c. evidence is insufficient or inconsistent;
- d. information appears fraudulent or altered;
- e. ownership cannot reasonably be verified; or
- f. the submission violates these Terms.

19.5 Transfers

Transfers may be handled manually and are not guaranteed.

A transfer may require:

- a. cooperation from the current and proposed owner;
- b. proof of purchase or possession;
- c. serial and claim information;
- d. a private transfer phrase; and
- e. additional verification.

Kushions does not guarantee private resale transactions and is not responsible for payment or ownership disputes between private parties.

19.6 Security

Do not publicly share claim codes, account credentials, or private transfer phrases.

False claims or fraudulent transfer attempts may result in denial, removal of registry status, or restriction from future participation.

19.7 Defective Item Replacement

If serialized merchandise is replaced, we may:

- a. issue a different serial number;
- b. retire or annotate the original serial record;

- c. require return or documented destruction of the defective item; or
- d. use another reasonable process to protect registry integrity.

20. CUSTOMER ACCOUNTS

You are responsible for:

- a. providing accurate account information;
- b. protecting your password and login information;
- c. restricting access to your device; and
- d. notifying us promptly of suspected unauthorized account use.

We may require identity verification, a password reset, or temporary account restriction when reasonably necessary to protect an account or investigate unauthorized activity.

21. USER CONTENT

“User Content” includes reviews, photographs, videos, comments, testimonials, social-media tags, authenticity submissions, and other content supplied to Kushions.

By submitting User Content for publication, promotion, review, or operation of the Site, you grant Kushions a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, format, adapt, publish, display, distribute, and use the content for Site operation, customer service, fraud prevention, product improvement, and

marketing, subject to applicable law and any consent choices presented.

You retain ownership rights you otherwise possess.

You represent that:

- a. you own or control the necessary rights;
- b. the content does not infringe another person's rights;
- c. required permission has been obtained from anyone depicted;
- d. the content is accurate to the best of your knowledge; and
- e. the content does not violate law or these Terms.

Private return evidence, identity-verification information, and authenticity evidence will not be treated as public promotional content unless separate consent is obtained or public use is reasonably apparent from the submission process.

22. PROHIBITED USES

You may not:

- a. violate applicable law;
- b. commit fraud, impersonation, harassment, or threats;
- c. interfere with Site security or operation;
- d. introduce malware or harmful code;

- e. scrape, spider, crawl, or data-mine the Site without authorization;
- f. bypass access restrictions or purchase limits;
- g. test Site vulnerabilities without written authorization;
- h. infringe intellectual-property, privacy, publicity, or other rights;
- i. submit false reviews, claims, or evidence;
- j. purchase for unauthorized commercial resale where expressly prohibited;
- k. reproduce or commercially exploit Kushions designs without permission;
- l. use another person's account or payment method without authorization; or
- m. assist another person in prohibited activity.

23. INTELLECTUAL PROPERTY

The Site and its content—including artwork, designs, logos, trademarks, trade dress, photographs, graphics, text, videos, software, and layout—are owned by or licensed to Kushions and protected by applicable intellectual-property laws.

The Kushions name, logos, and related branding may be registered or unregistered trademarks of Kushions LLC.

Purchasing a product does not transfer copyright, trademark, design, reproduction, manufacturing, or commercial-use rights.

You may not copy, manufacture, print, embroider, distribute, sell, or commercially exploit Kushions intellectual property without written permission.

24. THIRD-PARTY SERVICES

The Site may use third-party providers for:

- a. website hosting and ecommerce;
- b. payment processing;
- c. shipping;
- d. package protection;
- e. analytics;
- f. advertising;
- g. email and SMS;
- h. financing; and
- i. social-media functionality.

Third-party services may be governed by separate terms and privacy policies.

Kushions is not responsible for an independent third party's content, outages, lending decisions, carrier operations, or

data practices, except where responsibility cannot legally be disclaimed.

25.SMS TERMS, IF ENABLED

If you affirmatively opt into SMS:

- a. you consent to receive recurring automated promotional or transactional texts from Cushions;
- b. consent is not a condition of purchase;
- c. message frequency varies;
- d. message and data rates may apply;
- e. reply STOP to opt out; and
- f. reply HELP or contact info@cushionsapparel.com for assistance.

Instructions displayed during enrollment or in a received message control if they differ from this general provision.

26.DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE, SITE CONTENT, PROGRAMS, AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

KUSHIONS DISCLAIMS EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT,

EXCEPT WHERE A WARRANTY CANNOT LEGALLY BE DISCLAIMED.

WE DO NOT WARRANT THAT:

- a. the Site will always be uninterrupted or error-free;
- b. every product will remain available;
- c. every estimated production or delivery date will be met;
- d. digital images will perfectly reproduce physical colors or textures;
- e. account, rewards, or authenticity systems will always be available; or
- f. Site content will always be free of typographical or technical errors.

This section does not eliminate express commitments in an accepted order or non-waivable consumer rights.

27. LIMITATION OF LIABILITY
TO THE MAXIMUM EXTENT PERMITTED BY LAW, KUSHIONS LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, USE, OR GOODWILL ARISING FROM THE SITE, A PRODUCT, AN ORDER, OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KUSHIONS' TOTAL AGGREGATE LIABILITY ARISING FROM A PARTICULAR ORDER OR EVENT WILL NOT EXCEED THE AMOUNT PAID TO KUSHIONS FOR THE PRODUCT OR ORDER GIVING RISE TO THE CLAIM.

These limitations do not apply to liability that cannot lawfully be limited.

28. INDEMNIFICATION

To the extent permitted by law, you agree to defend, indemnify, and hold harmless Kushions LLC and its members, managers, officers, employees, contractors, and agents from third-party claims, damages, liabilities, judgments, costs, and reasonable legal fees arising from:

- a. your unlawful use of the Site;
- b. your material violation of these Terms;
- c. your User Content;
- d. your infringement of another person's rights; or
- e. your fraud, willful misconduct, or unauthorized commercial use of Kushions intellectual property.

This provision does not require a consumer to indemnify Kushions for Kushions' own unlawful conduct or breach.

29. INFORMAL DISPUTE RESOLUTION

Before filing arbitration or a lawsuit, the complaining party must send a written notice describing the dispute and requested resolution.

Notices to Kushions must be emailed to info@kushionsapparel.com with the subject “Notice of Dispute.”

The notice should include:

- a. full name;
- b. contact information;
- c. applicable order number;
- d. a description of the dispute;
- e. available supporting documents; and
- f. the requested resolution.

The parties will attempt in good faith to resolve the dispute for at least 30 days after receipt of a complete notice.

This requirement does not prevent a party from taking action necessary to preserve a filing deadline or seek emergency relief.

**30. BINDING INDIVIDUAL ARBITRATION AND
CLASS-ACTION WAIVER**
**PLEASE READ THIS SECTION CAREFULLY. IT
AFFECTS YOUR RIGHT TO GO TO COURT, HAVE A**

JURY DECIDE A DISPUTE, OR PARTICIPATE IN A CLASS ACTION.

30.1 Agreement to Arbitrate

Except for excluded claims, you and Kushions agree that any dispute arising out of or relating to the Site, an order, product, communication, program, these Terms, or the parties' relationship will be resolved through binding individual arbitration.

30.2 Administrator and Rules

Arbitration will be administered by the American Arbitration Association under its applicable Consumer Arbitration Rules in effect when the claim is filed.

If AAA declines or is unable to administer the arbitration, the parties will attempt to agree on another administrator. If they cannot agree, a court with jurisdiction may appoint an arbitrator or administrator.

If an administrator declines a matter because Kushions failed to satisfy an applicable fee, registration, or consumer-arbitration requirement, the customer may pursue the claim in court to the extent permitted by the administrator's rules or applicable law.

30.3 Individual Actions Only

Claims must be brought solely in an individual capacity.

To the maximum extent permitted by law, neither party may bring or participate in a class, collective, coordinated, consolidated, mass, private-attorney-general, or representative proceeding.

The arbitrator may award relief only to the individual party requesting relief and only as necessary to resolve that party's individual claim.

30.4 Jury-Trial Waiver

For disputes subject to arbitration, both parties waive the right to a jury trial.

30.5 Location and Format

Arbitration may occur through written submissions, telephone, video conference, or an in-person hearing as permitted by the applicable rules.

An in-person consumer hearing will occur at a location reasonably convenient to the customer or as otherwise required by the applicable rules.

30.6 Fees

Filing, administrative, and arbitrator fees will be allocated according to the applicable consumer rules and law.

Kushions will not require a consumer to pay fees that the applicable rules or law require Kushions to pay.

30.7 Exceptions

Either party may bring an eligible individual claim in small-claims court.

Either party may seek temporary or preliminary court relief where necessary to prevent immediate fraud, unauthorized system access, intellectual-property misuse, or other irreparable harm.

30.8 Opt-Out

You may opt out of this arbitration provision by emailing info@kushionsapparel.com within 30 days after your first acceptance of this version of the Terms.

Use the subject “Arbitration Opt-Out” and include:

- a. full name;
- b. email associated with your account or order;
- c. mailing address; and
- d. a clear statement that you are opting out of arbitration.

Opting out does not affect the remainder of these Terms or your ability to purchase from Kushions.

30.9 Severability

If the prohibition against class or representative arbitration is found unenforceable for a particular claim, that claim will proceed in court rather than class arbitration unless applicable law requires otherwise.

The remaining enforceable portions of this section will continue to apply.

31. GOVERNING LAW AND COURT VENUE

These Terms are governed by Michigan law and applicable federal law, without regard to conflict-of-law principles, except where another jurisdiction's non-waivable consumer law applies.

For a claim properly proceeding in court rather than arbitration, the parties consent to an appropriate state or federal court in Michigan, subject to any non-waivable right to proceed elsewhere.

32. SUSPENSION AND TERMINATION

We may suspend or terminate Site access, an account, a program benefit, or future purchasing privileges when reasonably necessary to:

- a. address a Terms violation;
- b. prevent fraud or security risk;
- c. comply with law;
- d. protect Kushions or another person;
- e. investigate unauthorized activity; or
- f. discontinue a feature or program.

Rights and obligations that accrued before termination remain in effect.

33.FORCE MAJEURE

Kushions is not responsible for delay or failure caused by events beyond its reasonable control, including severe weather, natural disaster, fire, epidemic, pandemic, war, terrorism, civil unrest, labor disruption, government action, utility failure, cyberattack, carrier interruption, port congestion, customs delay, material shortage, factory closure, or transportation disruption.

This provision does not eliminate obligations to provide legally required delay notices, cancellation options, or refunds.

34.SEVERABILITY

If any provision is found invalid or unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions will continue in effect.

35.WAIVER

Failure to enforce a provision does not waive the right to enforce it later.

A waiver must be in writing and applies only to the specific circumstance identified.

36.ASSIGNMENT

You may not transfer your rights or obligations under these Terms without written permission from Kushions.

Kushions may transfer these Terms as part of a merger, acquisition, reorganization, financing, asset sale, or transfer of the business, subject to applicable law.

37. ENTIRE AGREEMENT

These Terms, the Store Policies, Privacy Policy, applicable product-page disclosures, checkout terms, and incorporated program rules constitute the entire agreement between you and Cushions concerning the Site and purchases.

38. CONTACT

Cushions LLC
5495 Terrace Blvd.
South Boardman, MI 49680
United States

Email: info@cushionsapparel.com

These Terms are provided for general business-policy purposes and are not a substitute for advice from a licensed attorney.