



Herbal Wellness Center Loyalty Program Terms and Conditions

Welcome to the Herbal Wellness Center Loyalty Program. You (“Member”) agree to be bound by these Terms and Conditions as a condition of enrollment and ongoing participation in the Program. Please read them carefully.

1. Enrollment

- Members are auto enrolled into the Program to participate. Enrollment can be completed in-store or through our official website herbalwellnesscenter.com
- Members are required to provide accurate and current contact information, including name, phone number, and email address. It is the Member's responsibility to keep their account information up to date by providing updated information to a staff member in store or by emailing info@herbalwellnesscenter.com

2. Earning Points

- Members earn points based on their loyalty tier:
 - Member: 1 point per \$1 spent
 - Select (≥ \$1,000 annual spend): 1.5 points per \$1 spent
 - Premier (≥ \$5,000 annual spend): 2 points per \$1 spent
- Points are earned on eligible purchases before taxes and are credited at the time of purchase.
- Points have no cash value, may not be transferred, and cannot be exchanged for cash or credit.

3. Redeeming Points

- Points can be redeemed for rewards and discounts on eligible products and services offered in-store at Herbal Wellness Center Arizona locations.
- Redemption tiers include:
 - 200 pts = \$5 off
 - 500 pts = \$15 off
 - 1,000 pts = \$35 off
 - 1,500 pts = \$60 off
 - 2,500 pts = \$120 off
 - A \$15 Birthday Reward will be provided to all Members each year.
 - A \$10 First-Time Customer Reward will be provided to Members who are not yet in our system.
- All rewards and discounts are subject to availability and may change at any time at the sole discretion of Herbal Wellness Center, Inc. (“HWC”).

4. Expiration of Points

- Loyalty points expire 365 days from the date of the Member's most recent purchase.
- Expired points cannot be reinstated or redeemed.

5. Point Rollover and Tier Reset

- Any active points from the previous loyalty system (Alpine IQ) will be credited to the Member’s account on the new Dutchie-based system at launch.

- Loyalty tiers reset annually on January 1 based on spend or points accumulated during the previous calendar year.

6. Privacy

- Herbal Wellness Center respects your privacy. Your contact information and purchase history will not be shared with any third parties.
- Members may receive communication related to the Program, including but not limited to, account status, point balance, and promotional offers. You expressly consent to receiving Program communications via text, email, or voice call so long as your account remains active, and assume all responsibility for any fees or charges associated with such communications.

7. Opting Out

- Members can opt out of the Program at any time by emailing info@herbalwellnesscenter.com. Upon opting out, any unredeemed points will be forfeited and cannot be recovered. Additionally, once members go 365 days without shopping at HWC, all points will be forfeited and you'll be removed from the program. Member opt-out shall be effective three (3) business days following HWC's receipt of a valid and complete request."

8. Changes to the Program

- HWC reserves the right to modify, suspend or terminate the Program, including these Terms and Conditions, at any time and without prior notice.
- Members will be notified of significant changes to the Program or these Terms and Conditions through the contact information provided in their account.

9. Liability

- As consideration for your participation in the Program, you agree that HWC will not be liable for any loss or damage resulting your membership in the Program, including but not limited to, any errors in the allocation of points, the handling of member accounts, or the use of any information provided in connection with your account, and you hereby release, hold harmless, and indemnify HWC, its officers, directors, employees, and agents from and against any claims, expenses, costs, fees, penalties, or causes of action arising from or related to your participation in the Program.

10. Governing Law

- These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles.
- Except for claims that qualify for small claims court or as otherwise provided in this Agreement, any dispute, claim, or controversy arising out of or relating to this Program or this Agreement—including the validity, enforceability, or scope of this arbitration provision—shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration shall be conducted in Maricopa County, Arizona, unless the parties agree otherwise.
- To the fullest extent permitted by law, all disputes shall be resolved on an individual basis. You and HWC agree that any claims may only be brought in your or its individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more

than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

- If for any reason a dispute arising out of or relating to this Program, or Member's participation therein, proceeds in court rather than arbitration, the parties agree that such action shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona. Each party irrevocably submits to the jurisdiction and venue of such courts and waives any objection based on forum non conveniens.

Contact Us If you have any questions about the Program or these Terms and Conditions, please contact us at info@herbalwellnesscenter.com.

By participating in Herbal Wellness Center Loyalty Program, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.