



ChaChaCo Terms of Service (“Agreement”)

This Agreement was last modified on May 8, 2023.

Please read these terms of Service using www.chachacoap.com, which is owned by Deal-Breaker Enterprises, LLC. These terms and conditions are subject to change at any time. The site is updated regularly, and certain policies can be updated without any advanced notice.

Terms and Conditions of Use

Definitions

1. “Goods” and “Services”—Item(s) offered for sale or purchase, i.e., the product. Service also refers to the Website.
2. “Company” (“Us”, “We”)—ChaChaCo, ChaChaCo Apothecary or www.chachacoap.com.
3. “Client” (“You”)—The individual who will or who is interested or purchases any of the Goods and Services offered by ChaChaCo or www.chachacoap.com.
4. Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
5. Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Acknowledgement

In viewing or using this site in any way, you agree to be bound by these Terms of Service and Terms and Conditions of the site. If you do not wish to bound by these Terms of Service and Terms of Conditions, please exit the site immediately. If you do not agree with the Terms of this



site, you should discontinue your viewing and use of this site. The continuous viewing and use of this site declares your compliance and agreement with the Terms of Service and the Terms and Conditions. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Intellectual Property Rights

You are specifically restricted from all of the following:

- selling, sublicensing and/or otherwise commercializing any Website material;
- use, copy, or provide content from this website without crediting the Website as source for said material; using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by You and ChaChaCo may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user



ID and password you may have for this Website are confidential and you must maintain confidentiality as well

Third Party Sites

In these Terms and Conditions, “Your Content” shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant ChaChaCo, a non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Your Content must be your own and must not be invading any third-party’s rights. ChaChaCo reserves the right to remove any of Your Content from this Website at any time without notice.

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all the



foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any



performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Refund(s) Policy/Return Policy

Approval refund(s) and/or return(s) are at the Company's discretion.

Damaged or missing items must be reported within 14 days of receiving order. To report damaged or missing items, please contact us via email or at www.chachacoap.com/contact.

To be eligible for returns, each items must be (1) unopened, (2) unused, (3) in original packaging. Due to the sensitive and perishable nature of our products, open and used items will not be accepted for return or refund. Some exclusions apply to our return policy. For more information regarding a return, please contact us via email or at www.chachacoap.com/contact.



Refunds for approved returns will be issued via the original method of payment, or via store credit.

Governing Law

This Agreement is governed in accordance with the laws of Texas, United States.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation & Interpretation



These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Miscellaneous

Termination

ChaChaCo reserves the right to refuse service or terminate any individual's access to the Site, without any advance notice or explanation. We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Disputes

Any issues or complaints may be reported to support at www.chachacoap.com/contact or dealbreakerenterprises@gmail.com. If You have a dispute or concern about the Service, You



agree to first try to resolve the dispute by contacting the Company. There is no guarantee of resolution. Each case will be looked at individually and ChaChaCo will be in contact.

Contact Us

If you have any questions regarding this agreement, You can contact us:

- By email: dealbreakerenterprises@gmail.com
- By visiting this page on our website: www.chachacoap.com/contact
- By mail: 3839 McKinney Avenue Suite 155 c/o PMB 2566 Dallas, Texas 75204