

MERCHANDISE TERMS AND REFUND POLICY

LAST UPDATED: Mar 28, 2023

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

FINAL SALE: ALL SALES ARE FINAL AND WILL NOT BE ELIGIBLE FOR RETURN OR REFUND. You must contact us about any damaged items within 15 days of the delivery date to qualify for a resolution of the issue.

CUSTOMS/DUTY FEES: Orders being shipped internationally may incur customs/duty fees. This is 100% outside of our control. **WE DO NOT COVER CUSTOMS/DUTY FEES ON ANY ORDER.** For more information about customs fees and taxes, you can contact your local customs office.

LIMITED AMOUNTS OF PRODUCTS PER PERSON: You may only purchase a limited number of products from the website, as set forth by us from time to time. In the event you attempt to circumvent this limitation, we, in our sole discretion, may cancel or refuse any portion of your order. In the event your order is cancelled in accordance with this provision, we will issue you a refund for any funds you have paid prior to cancellation or refusal.

These terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

By placing an order for products or services from this website, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms and conditions. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these terms and conditions.

You may not order or obtain products or services from this website if you (a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with lil' heroes, or (c) are prohibited from accessing or using this website or any of this website's contents, goods or services by applicable law.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through <https://store.lilheroes.io> (the "Site"). These Terms are subject to change by Lil Heroes World, LLC (referred to as "Lil' Heroes", "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Lil' Heroes Terms of Service that apply generally to the use of our Site. The defined terms used herein which are defined in the Lil' Heroes Terms of Service, shall have the respective meanings assigned to them in the Lil' Heroes Terms of Service except as otherwise provided herein or unless the context otherwise requires. In the event of a conflict between these Terms and any other terms or policies applicable to this Site, these Terms shall prevail.

Our store is hosted on Shopify, Inc. They provide us with the online e-commerce platform that allows us to sell our products and Services to you.

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

2. Prices

(a) Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

(b) We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and payment must be received by us before we accept an order.

3. Training Camp Points

(a) You may redeem Training Camp Points ("Points") (see Training Camp Terms and Conditions) to obtain certain products on this Site, (each a "Eligible Merchandise").

(b) Eligible Merchandise will display both USD purchase amounts as well a Point redemption amounts. You may use USD, Points, or a combination of both, to obtain such Eligible Merchandise.

4. Accuracy of Billing and Account Information

(a) We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping

address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

(b) You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

5. Shipments; Delivery; Title and Risk of Loss.

(a) We utilize a third-party to facilitate shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process, as well as any customs/duty fees.

(b) Title and risk of loss pass to you upon delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

6. No Returns or Refunds, Damaged Items. All sales are final and will not be eligible for return or refund. You must contact us about any damaged items within 15 days of the delivery date to qualify for a resolution of the issue.

7. Manufacturer's Warranty and Disclaimers. We do not manufacture any of the products offered on our Site. The availability of products or services through our Site does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Site. However, the products and services offered on our Site may be covered by a manufacturer's warranty as detailed in the product's description on our Site and included with the product. To obtain warranty service for defective products, please follow the instructions included in such manufacturer's warranty.

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

8. Limitation of Liability. **IN NO EVENT SHALL LIL' HEROES OR THE LIL' HEROES INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

THE SOLE AND ENTIRE MAXIMUM LIABILITY FOR LIL' HEROES OR THE LIL' HEROES INDEMNIFIED PARTIES, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall only apply to the extent permitted by law.

9. Privacy. Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, please see <https://lilheroes.io/privacy>

10. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, inclement weather, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law, Jurisdiction, and Arbitration. Any dispute under this Agreement will be subject to the Governing Law and Arbitration provisions of the Lil' Heroes Terms of Service <https://lilheroes.io/tos>.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Lil' Heroes.

