Drip Drop Distro | Terms of Sale Policy
Last Updated: March 11, 2026

I. Introduction

These Terms of Sale ("Agreement") govern all purchases of products from Drip Drop Distro LLC ("Drip Drop Distro," "DDD," "Company," "we," "us," or "our") through its website located at www.dripdropdistro.com (the "Site") or through any other ordering channel offered by the Company.

By accessing the Site, creating an account, or purchasing products from Drip Drop Distro, you ("Customer," "Retailer," or "Buyer"), whether acting individually or on behalf of a business entity, acknowledge that you have read, understood, and agree to be legally bound by:

- these Terms of Sale
- the Site Terms of Use
- the Privacy Policy

If you do not agree to these terms, you may not access the Site or purchase products from Drip Drop Distro.

Drip Drop Distro operates as a wholesale distributor, brand partner, and strategic marketing collaborator supporting the growth and distribution of various consumer product brands.

II. Age Verification

Drip Drop Distro sells products strictly on a business-to-business (B2B) wholesale basis to licensed retailers and distributors. By purchasing from Drip Drop Distro, the Customer represents and warrants that:

- they are at least 21 years of age
- they are authorized to purchase products on behalf of their business
- their business is legally permitted to purchase and resell the products ordered
- they will comply with all applicable federal, state, local, and tribal laws governing the purchase, sale, possession, distribution, marketing, and use of such products.

Drip Drop Distro reserves the right to verify eligibility and refuse service to any purchaser at its sole discretion.

III. Regulatory Compliance and Customer Responsibility
Certain products sold by Drip Drop Distro, including but not limited to products containing tobacco, nicotine, kratom, vapor devices, dietary ingredients, or herbal substances, may be subject to federal, state, local, or international laws, regulations, restrictions, or bans.

By placing an order, the Customer represents and warrants that the purchase, possession, resale, and distribution of the products are lawful within their jurisdiction.

The Customer agrees that:

● It is solely responsible for understanding and complying with all applicable laws and regulations prior to placing an order
● Drip Drop Distro does not guarantee the legality of any product in any jurisdiction
● Regulatory requirements may change at any time

Drip Drop Distro makes reasonable efforts to maintain compliance practices but assumes no responsibility for monitoring or enforcing compliance obligations applicable to its customers.

Orders placed in violation of applicable law are not eligible for return, refund, or credit.
If Drip Drop Distro determines that a product was shipped in error due to a mistake made solely by the Company, Drip Drop Distro may, at its sole discretion:

● Correct the invoice
● Issue a credit
● Arrange for return shipment of the product at its expense.

IV. Product Use and Safety Disclaimers

A. Age Restrictions. All products sold by Drip Drop Distro are intended for adult consumers only. Customers purchasing from Drip Drop Distro agree to:
● Verify the age of end consumers
● Comply with all applicable minimum-age sales laws
● Implement appropriate safeguards to prevent sales to minors

Drip Drop Disto customers assume full responsibility for compliance with all age-restriction laws governing their operations.

B. Health and Safety Disclaimer. Products sold on this Site are not intended for individuals under the age of 21 years. It is highly suggested to not use products sold on this Site if you are pregnant or nursing. Consult a physician or licensed qualifi ed health care professional before using any products or if you have, or have a family history of, but are not limited to, prostate cancer, prostate enlargement, heart disease, low “good” cholesterol (HDL), or if you are using any other dietary supplements, prescription drugs, or over-the-counter drugs.

The information provided on the Site or product packaging is for informational purposes only and does not constitute medical advice.

C. Proper and Lawful Use. The lawful and proper use of any product or accessory is a required condition of sale. By purchasing any product offered by Drip Drop Distro, You are representing that you are of legal age to purchase the product and that you agree to follow the instructions contained in these terms and in any accompanying product literature. It is the customer's sole responsibility to confi rm the legal conformity of acquired products within their residential area.

The improper use of a product will void any applicable warranty. Any illegal use or resale of any product could subject you to fines, penalties, and/or imprisonment under state and federal law. Study this information, the product instructions, and all of the accompanying literature before using a product offered by Drip Drop Distro.

The information contained in this disclaimer and any other cautionary instructions, and all of the documentation and literature included with any product sold on the Site was developed for informational purposes only. In no way is any of the information contained in this disclaimer or other documentation intended to be a medical or prescriptive guide. Neither the manufacturer nor the seller, or their respective subsidiaries, affi liates, directors, offi cers, or shareholders, of any products offered for sale on the Site is responsible for the incorrect use of such products. You and any other user of such products are solely responsible for the correct use of such products and the consequences of such use.

If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider.

D. Kratom Product Disclosures. Products available for purchase on this Site include Kratom. The Drug Enforcement Administration (DEA) of the United States classifi es Kratom as a "Drug and Chemical of Concern." In relation to Kratom, it is essential to acknowledge that the U.S. Food and Drug Administration (FDA) has not granted approval for its use as a dietary supplement or for any medical purposes. The FDA is actively assessing Kratom and currently recommends against its consumption due to concerns regarding addiction, abuse, and

dependence risks. Reports indicate that certain users have encountered severe opioid-like withdrawal symptoms upon discontinuation of Kratom use. Additional information can be found in the FDA import alert 54-15.

Kratom products have not been evaluated by the Food and Drug Administration. These statements have not been evaluated by the FDA. Kratom has not been deemed fi t for US consumption by the FDA. By using Kratom products, you accept full responsibility for the use of the product, including but not limited to any adverse events or health complications that may arise from use. Manufacturers assume no responsibility or liability for the use or misuse of Kratom products.

The mitragynine and other alkaloid content in this kratom extract is multiple times greater than that of kratom raw leaf, resulting in an increased potency with this extract product. Treat accordingly and proceed with extreme caution. As with all kratom products, do not use them without fi rst consulting your healthcare professional. Using Mitragyna Speciosa can be dangerous. There have been reports of adverse health effects associated with the use of kratom products. Some publications have suggested kratom may be associated with serious potential side effects including seizures, liver damage, withdrawal, addiction, abuse, and death.

Please review FDA's advisories and commentary for concerns about kratom products, available on the FDA's website. Do not take any other kratom product or any medications, vitamins, nicotine, herbal supplements, drugs, or any other substance within 24 hours before and after taking this product. Do not take Kratom Extract unless you have taken non-extract kratom multiple times in the past with no adverse effects. Do not use Kratom products for multiple days consecutively, that includes this product and in combination with other kratom products. Mixing Mitragyna Speciosa extract with medications, vitamins, nicotine, herbal supplements, drugs, or with any other kratom product; extract or non-extract, or with any other substance may result in a drug interaction and can be highly dangerous.

Public health authorities both domestically and internationally have indicated that short- or long-term usage of Kratom may lead to various adverse reactions, such as nervousness, agitation, confusion, aggression, hallucinations, delusions, tremors, sleeplessness, drowsiness, lethargy, sedation, skin hyperpigmentation, loss of libido, constipation, nausea, vomiting, abdominal pain, liver toxicity, tachycardia, hypertension, respiratory depression, respiratory arrest, cardiac arrest, renal failure, seizures, coma, and even death. Should you experience any adverse reactions to this product, it is of utmost importance to promptly contact your healthcare provider or seek emergency medical attention.
Do not use this product in combination with medications, vitamins, herbal supplements, drugs, alcohol, nicotine, or any other substances including other kratom products. Do not use it if you are pregnant, plan to become pregnant, or while breastfeeding. Do not take this product if you have any type of blood disorder, liver or kidney disorder, high blood pressure, heart disease, central nervous system disorder, or any other medical condition. Do not use this product while

operating motor vehicles or heavy machinery. Contact your healthcare provider immediately or seek emergent care if you experience any adverse effects.

It is vital to emphasize that the information provided herein has not been prepared by medical professionals and is not intended as medical advice. The content presented should not be considered a substitute for information obtained from healthcare providers. Before using this product, it is strongly advised to consult with your healthcare professional about potential interactions or other potential complications. Any inaccuracies or improper applications of the information provided herein are not the responsibility of Drip Drop Distro, and the company shall not be held liable.

Do not use this product before reading in full the Directions, Warnings, Labels, Terms, and Disclaimer. By using any Kratom product sold on this Site or by opening the seal of any Kratom product packaging sold on this Site, you agree to all Terms and Disclaimers for the Kratom-branded products Drip Drop Distro sells. These brand-specific terms and disclaimers can be found below.

- TruMoods - https://mytrumoods.com/policies/terms-of-service
- HUSH - https://hushkratom.com/hush-kratom-disclaimer/
- OPMS - https://opmkratom.com/disclaimer/
- Remarkable Herbs - https://remarkableherbs.com/rh-disclaimer/
- Whole Herbs - https://wholeherbskratom.com/terms-and-conditions
- Chief Kratom - https://chiefkratom.com/disclaimer/
- Kratom Kaps - https://opmkratom.com/disclaimer/
- King Kratom - https://kingkratom.com/disclaimer/
- XXX Kratom - https://www.buyopms.com/disclaimer-opms/

E. Kratom Sales Restrictions. As of the date included in Section XXVII, “Last Updated,” Drip Drop Distro LLC (“Drip Drop Distro”) does not sell or distribute products containing Mitragyna speciosa (commonly known as “Kratom”) to jurisdictions where such products are prohibited or restricted by applicable law. Based on information currently available, Drip Drop Distro does not sell or distribute kratom products to customers located in the following U.S. states: Alabama, Arkansas, Indiana, Rhode Island, Vermont, and Wisconsin. Drip Drop Distro also does not sell or distribute kratom products to customers located in certain local jurisdictions where bans or restrictions are known to exist, including but not limited to Sarasota County (Florida); the City of San Diego and the City of Oceanside (California); the cities of Alton, Edwardsville, and Jerseyville (Illinois); and Columbus and Union County (Mississippi).

Additionally, Drip Drop Distro does not sell or distribute kratom products to customers located in certain international jurisdictions where kratom is known to be restricted or prohibited, including but not limited to Australia, Burma (Myanmar), Denmark, Finland, Israel, Lithuania,

Malaysia, Poland, Romania, South Korea, Sweden, Thailand, the United Kingdom, Vietnam, and any jurisdiction within the European Union.

The above list is provided for informational purposes only and refl ects Drip Drop Distro's understanding of applicable restrictions as of the date indicated above. Laws and regulations governing kratom are subject to frequent change and may vary by state, county, municipality, tribal jurisdiction, or country. Accordingly, the list above may not be exhaustive and may not refl ect the most current legal developments.

Drip Drop Distro makes a good faith effort to monitor regulatory developments relating to kratom; however, Drip Drop Distro does not guarantee the accuracy, completeness, or current validity of any jurisdictional restriction listed above. By placing an order for any kratom-containing product, the Customer represents and warrants that the purchase, possession, resale, and distribution of such products is lawful in the Customer's jurisdiction and agrees that the sole responsibility for understanding and complying with all applicable federal, state, local, and international laws rests with the Customer.

Drip Drop Distro reserves the right to refuse, cancel, or limit any order for kratom-containing products at its sole discretion where the Company believes shipment may violate applicable law or create regulatory risk. Orders placed in violation of applicable law are not eligible for return, refund, or credit.

F. Food and Drug Administration (FDA) Disclaimers. Products sold by Drip Drop Distro or on this Site have not been evaluated by the FDA. Products sold by Drip Drop Distro or on this Site are not intended for the treatment, cure, or mitigation of any diseases, illnesses, ailments, or conditions. Drip Drop Distro does not assert any medical applications for the products offered by Drip Drop Distro or on this Site.

G. Caffeine Warning. Products sold by Drip Drop Distro or on this Site may contain caffeine. As such, these products are not intended for individuals under the age of 21 years or those who are pregnant or are nursing. Consult a physician or licensed qualified health care professional before using these products.

H. Proposition 65 (Prop. 65) Warning. Products sold by Drip Drop Distro or on this Site may contain California Proposition 65 (Prop 65) warning notifications. Prop 65 is a unique, California-only "right to know" law requiring products sold in California to include warning notices about potential exposure to any of more than 800 chemicals that the state of California believes can potentially cause reproductive harm or possibly lead to the development of cancer. This is true regardless of whether they are artifi cially added or naturally occurring in plants and herbs. This law is in place to protect individuals in California from any detectable amount of a

listed substance, even at levels that are far below those known to cause any actual harm, and far below any federal safety regulations. Drip Drop Distro strives to work with brand partners that manufacture their products with quality ingredients and who follow stringent manufacturing and quality assurance processes to ensure quality, safety, and compliance at all times. Drip Drop Distro is not responsible for brand partners who fail to comply with Prop 65 requirements.

V. Wholesale Account Requirements

All customers must create and maintain an approved wholesale account prior to purchasing products. Once the Registration Form is completed and approved by our team, an account can be created. Wholesale accounts are for retail outlets and must have a physical retail location to be approved. Stores with multiple locations do not qualify as a distributor. Drip Drop Distro will confi rm all information prior to approving any new customer accounts. Once an account has been created, buyers can access current product offerings and wholesale pricing.

If the customer is a distributor, please call Drip Drop Distro's Customer Success Team at 1-800-983-3326 to have an account created.

Drip Drop Distro may require documentation, including, but not limited to:

- Federal EIN(s)
- Business License(s)
- Tobacco License(s)
- State Tax ID(s)
- Resale Certifi cate(s)
- Other Regulatory Licenses(s)

Drip Drop Distro reserves the right to:

- Approve or deny account applications
- Request additional documentation
- Suspend or terminate accounts at any time

VI. Designated Territory Agreements

The retailer or distributor purchasing products from Drip Drop Distro agrees to only sell products within the territories agreed upon pursuant to their customer contract with Drip Drop Distro.

VII. Product Descriptions

Drip Drop Distro will endeavor to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate because of the browser, hardware, or other technology that You use. Drip Drop Distro reserves the right to correct errors (whether by

changing the information on the Site or by informing you of the error and giving you an opportunity to cancel your order) or to update product information at any time without notice.

VIII. Availability
Drip Drop Distro reserves the right to change the availability of products at any time. Quantities of some products may be limited, and stock cannot always be guaranteed. Products offered for sale on the Site are available for shipment only to the United States, and all prices are quoted in U.S. dollars.

IX. Pricing
Prices for Drip Drop Distro's products are subject to change without notice. Sale prices may expire and cannot be combined with any other discounts, coupons, or offers Drip Drop Distro is not responsible for typographical errors appearing in our catalog, on our website, or in any other publications.

X. MSRP Pricing
Drip Drop Distro customers who have established specific contractual agreements must adhere to the Manufacturer's Suggested Retail Price (MSRP) as outlined in any contractual agreement unless otherwise stated or approved.

XI. Payment Methods
All prices and payments are in US Dollars (USD). For all products, accepted payment methods include:
- Check, or;
- ACH or bank wire

Any additional fees associated with using the Credit Card form of payment will be passed over to the customer.

XII. Late Fees
Drip Drop Distro reserves the right to charge late fees if payment is not received in full by the invoice due date. If a customer does not pay an invoice on or before its due date, Drip Drop Distro will charge 1.5% interest on a per-month basis until the invoice is paid in full.

XIII. Payment Terms
All orders placed through the Site must be paid in full at the time of checkout unless otherwise expressly approved by Drip Drop Distro in writing. Drip Drop Distro may accept various payment methods, including but not limited to credit card, ACH transfer, or other payment arrangements approved for wholesale customers. By submitting payment information, you

represent and warrant that you are authorized to use the designated payment method and that all billing information provided is accurate and complete.
Drip Drop Distro reserves the right, in its sole discretion, to verify payment information, refuse or cancel any order, place an order on hold pending payment verifi cation, or decline any transaction that appears suspicious, fraudulent, or inconsistent with these Terms. If a payment method is declined, reversed, or otherwise invalid, Drip Drop Distro may cancel the associated order and suspend or terminate your account or access to the Site until the payment issue is resolved. Prices, payment methods, and payment procedures may be modified at any time without prior notice.

XIV. Chargebacks and Payment Disputes
You agree not to initiate a chargeback, payment reversal, or payment dispute with your financial institution or payment provider without first providing written notice to Drip Drop Distro and allowing a reasonable opportunity for Drip Drop Distro to investigate and resolve the matter in good faith.

Initiating a chargeback or payment dispute without first contacting Drip Drop Distro may constitute a violation of these Terms. In the event that a chargeback or payment dispute is initiated, Drip Drop Distro reserves the right, to the fullest extent permitted by law, to contest the dispute, suspend or terminate your account, cancel any pending orders, and pursue recovery of the disputed amount, including any associated fees, costs, or expenses incurred by Drip Drop Distro in responding to or resolving the dispute. Repeated or abusive chargeback activity may result in permanent termination of your ability to conduct transactions through the Site.

XV. Shipping Policy
Drip Drop Distro's goal is to provide effi cient and cost-effective shipping and packaging for all orders. Our shipping policy is as follows:

●Transaction Fee: Drip Drop Distro LLC charges a flat $30.00 transaction fee on every invoice. This fee helps cover order processing, packaging, handling, and administrative costs.

● All Shipments. There is no shipping charge on orders

● Shipping Vaping-Related Products. As of October 21, 2021, the United States Postal Service (USPS) implemented a new rule that ended the delivery of vape products via the U.S. Mail. However, USPS provides an exception to this rule, known as the Business/Regulatory Purposes Exception. As of July 26, 2023, Drip Drop Distro was granted access to use the Business/Regulatory Purposes Exception (USPS Eligibility No. 126674). Customers wishing to purchase Disposable Vapes or E-juice products must fi rst complete Drip Drop Distro's PACT Act Compliance Form. Customers who have completed the form and who have been approved through USPS will be charged for shipping via USPS using the rate indicated above. This section does not apply to palletized disposable vape or e-juice orders. Fully palletized disposable vape or

e-juice orders can be shipped without USPS approval because a different shipping vendor is used.

● PACT Act Compliance Form. To ensure Drip Drop Distro complies with all state and federal laws related to the sale of disposable vapes and e-juice, we require each customer wishing to purchase Disposable Vapes or E-juice products to complete our PACT Act Compliance Form. A form submission is required for every physical location where disposable vapes or e-juice will be shipped to.

● Required Adult Signature Requested. In accordance with Federal jurisdiction and laws, all Disposable Vapes or E-juice mail orders will require the use of Adult Signature Confi rmation (21+) upon delivery. To receive this package, the recipient is required to show a proper form of government photo identifi cation to the delivery employee for age confi rmation. If the package is returned because no one is available to sign for the package, we will process a refund minus a 10% restocking fee and shipping cost.

XVI. Drop-Shipped Orders

Any order that requires Drip Drop Distro to initiate a drop-shipment with a vendor CANNOT be canceled at any time after it has already been approved by You, the customer via the vendor portal. Before approving a drop-ship order, please ensure accuracy with the respective sales representative.

XVII. Return Policy

Drip Drop Distro prioritizes your satisfaction with our products. Our sales team will work closely with you to sell you the appropriate amount of each item, to maximize sales and profi t potential for your business. However, all sales of all products from Drip Drop Distro are final.

Items damaged during shipment should be dealt with through the shipper’s process. Please see the DAMAGES AND SHORTAGES section below.

For questions, contact our Customer Success Team by phone (1-800-983-3326) or email (customerservice@dripdropdistro.com).

XVIII. Refused Orders

Refused or unclaimed orders will be subject to a 10% restocking fee plus all applicable freight charges. If the customer requests that the order be reshipped, all additional shipping costs will be the responsibility of the customer.

If the refusal is due to an error on the part of Drip Drop Distro, the order will be fully credited or reshipped at our expense.

XIX. Lost and/or Late Orders
Orders will be considered lost after 12 days from the estimated delivery date for shipments inside the contiguous US and 24 days for shipments outside the contiguous US. If a replacement order has been arranged and the customer receives the original shipment, please leave the package sealed and contact Drip Drop Distro immediately.

Once a replacement order ships, Drip Drop Distro assumes all rights to the original shipment and will issue a call tag for the return if applicable. Tampering with the original shipment could invalidate eligibility for missing and broken items and generate a bill for any items not returned to Drip Drop Distro.

XX. Damages and Shortages
Any order discrepancies related to damages and shortages must be reported within 24 hours of delivery.

If a package appears to be opened, damaged, or tampered with in any way, the customer must collect documentation (take photos and note when you sign for the delivery that the box(es) arrived damaged, keep the original boxes, and fi le a claim with the respective carrier immediately.

If a package arrives in good condition but contains product damages, shortages, or overages, please take photos of all damages (required for a credit to be issued), and please contact our Customer Success Team by phone (1-800-983-3326) or email (customerservice@dripdropdistro.com).

XXI. Termination and/or Refusal Of Business
Drip Drop Distro reserves the right to close a customer's account at any time. Such termination will result in the deactivation and deletion of your account, and you will lose access to your account and the forfeiture of all content in your account.

Drip Drop Distro also reserves the right to refuse business or service to anyone for any reason at any time.

XXII. LIMITATION OF LIABILITIES
IN NO EVENT AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL DRIP DROP DISTRO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE INFORMATION

CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, THE ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION.

You specifically acknowledge and agree that neither Drip Drop Distro nor its suppliers shall be liable for any defamatory, offensive, or illegal conduct of any user of the site. Your sole and exclusive remedy for any of the above claims or any dispute with Drip Drop Distro is to discontinue your use of the Site. You and Drip Drop Distro agree that any cause of action arising out of or related to the site must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, all or a portion of the above limitation may not apply to You.

To the maximum extent permitted by law, Drip Drop Distro's total cumulative liability arising out of or relating to the Site or any products purchased shall not exceed the total amount paid by You to Drip Drop Distro for the specific product giving rise to the claim.

XXIII. Indemnification

Except to the extent prohibited under applicable law, You will indemnify and hold Drip Drop Distro, our subsidiaries, parents, affiliates, officers, directors, shareholders, legal representatives, agents, and other partners and employees, harmless from loss, liability, costs, damages or expenses from any and all claims, actions, and suits, whether groundless or otherwise, and from and against any and all claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character by reason of (i) Your use of the Site; (ii) Your breach or alleged breach of this Agreement and/or any breach or alleged breach of Your representations and warranties set forth in this Agreement; (iii) Your participation in any offline Drip Drop Distro event; and (iv) any acts or omissions by You or on Your behalf with respect to any Content posted on or aggregated to the Site by You and/or any third party.

XXIV. Governing Law

Drip Drop Distro maintains and operates this Site from its offi ces in Idaho, United States of America. These Terms of Sale are governed and interpreted under the laws of the State of Idaho, United States of America. By using this Site, you consent to the jurisdiction of the courts located in Idaho for any action arising from these Terms of Sale.

If any portion of these Terms of Sale is deemed unlawful, void, or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforceability of any remaining provisions. Drip Drop Distro's failure to act with respect to a breach of these Terms of Sale by You or others does not constitute a waiver and shall not limit Drip Drop Distro's rights with respect to such breach or any subsequent breaches.

Drip Drop Distro makes no representation that the materials are appropriate or available for use outside the United States. This Site is for residents of the United States only. This Site is not intended for use by, or to provide any information to, users outside of the United States. Drip Drop Distro reserves the right to require proof of residence from any user accessing the Site and requesting information. You agree to comply with all laws and regulations applicable to Your use of this Site.

XXV. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and otherwise set forth herein, you hereby agree that either you or we may require any dispute, claim, or cause of action ("Claim") between You and us or any third parties arising out of the use of the Site, the Service, our products, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION (INCLUDING IF THIS ARBITRATION PROVISION IS DEEMED INVALID OR UNENFORCEABLE), YOU AND DRIP DROP DISTRO EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING. FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION (INCLUDING IF THIS ARBITRATION PROVISION IS DEEMED INVALID OR UNENFORCEABLE), YOU WAIVE ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN

A CLASS ACTION, PROCEED IN A REPRESENTATIVE CAPACITY, OR PROCEED ON A CONSOLIDATED BASIS IN ANY SUCH COURT PROCEEDING.

You and Drip Drop Distro agree that the Service involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (a) the substantive law of the state of Idaho; (b) the applicable statutes of limitations; and (c) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings. For the avoidance of doubt, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the arbitrability of any Claims, the scope, applicability, interpretation, and enforcement of this arbitration agreement, and the interpretation, applicability, enforcement, and formation of these Terms.

You and Drip Drop Distro agree that arbitration shall be conducted solely on an individual basis. Class arbitration, representative arbitration, and consolidated arbitration are specifi cally prohibited. If any arbitrator or court determines that class, representative, or consolidated arbitration is permitted under this agreement or applicable law, either party may immediately petition a court of competent jurisdiction for review of such determination. All arbitration proceedings shall be stayed pending judicial resolution. If a fi nal judicial determination is made that class, representative, or consolidated arbitration proceedings is permitted in arbitration, then this entire arbitration provision, except for the waiver of class action rights and waiver of jury trial provisions, shall be null and void, and the dispute shall proceed in a court of competent jurisdiction. Notwithstanding anything to contrary contained herein, in such an instance, you and Drip Drop Distro agree that the provisions of these Terms regarding the waiver of class action rights and the waiver of jury trial shall remain in full force and effect and apply to any such court proceeding.
If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (1) making written demand for arbitration upon the other party; (2) initiating arbitration against the other party; or (3) fi ling a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. For all other transactions, the applicable rules will be the AAA’s Commercial Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at https://www.adr.org/ or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we

will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to fi le the arbitration, and this is a consumer-purpose transaction, you will pay the fi ling fee to the extent required by AAA's Consumer Arbitration Rules. All other arbitration fees and expenses (not including your attorney's fees) shall be allocated according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was fi led in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us.

The prohibition on any form of class, representative, or consolidated arbitration or court proceeding is an essential part of this agreement. This arbitration provision will survive the termination of your use of the Service and any other actions with us.

XXVI. Changes to Our Terms of Sale Policy

Drip Drop Distro may revise this Agreement at any time and You agree to be bound by the revised Agreement. Any such modifi cations will become effective upon the date they are fi rst posted to this Site. It is Your responsibility to return to this Agreement from time to time to review the most current Terms of Sale. Drip Drop Distro does not, and will not, assume any obligation to notify You of changes to this Agreement.

You agree to be bound by any affi rmation, assent, or agreement You transmit through this Site, including but not limited to any consent You give to receive communications from Drip Drop Distro solely through electronic transmission. You agree that when in the future, You click on an "I agree", "I consent" or other similarly worded button or entry fi eld on this Site, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.

XXVII. Contact Us
If you have questions or comments, contact us:
By email: info@dripdropdistro.com
By mail: 1445 W Commerce Ave, Suite 120, Boise, ID 83705
By phone: 1 (800) 983-3326

XXVIII. Last Updated
This policy was last updated on March 11, 2026.