

## **Terms and Conditions**

### **Agreement between User and rnr cigars.com**

Welcome to rnr cigars.com . The rnr cigars.com website (the "Site") is comprised of various web pages operated by Vision Cigar & Cigarette Wholesale, LLC ("Rock N' Roll Cigars"), rnr cigars.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of rnr cigars.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

rnr cigars.com is a Blog Site.

Displaying information about our tobacco products and where to buy them, as well as social media updates and information on upcoming events, Ages 21+ only

### **Electronic Communications**

Visiting rnr cigars.com or sending emails to Rock N' Roll Cigars constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Users Under 21**

Users under 21 years old are prohibited from association with Rock N' Roll Cigars and [rnr cigars.com](http://rnr cigars.com). By using our website you are confirming that you are over the age of 21, the legal age to use our products.

### **Links to Third Party Sites/Third Party Services**

rncigars.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Rock N' Roll Cigars and Rock N' Roll Cigars is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Rock N' Roll Cigars is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Rock N' Roll Cigars of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use mrcigars.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Rock N' Roll Cigars that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Rock N' Roll Cigars or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all

copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Rock N' Roll Cigars content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Rock N' Roll Cigars and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Rock N' Roll Cigars or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your Rock N' Roll Cigars account to third party accounts. By connecting your Rock N' Roll Cigars account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Rock N' Roll Cigars from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Rock N' Roll Cigars Content accessed through rncigars.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless Rock N' Roll Cigars, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Rock N' Roll Cigars. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Rock N' Roll Cigars in asserting any available defenses.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Rock N' Roll Cigars agree otherwise, 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.

## **Liability Disclaimer**

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### **Termination/Access Restriction**

Rock N' Roll Cigars reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rock N' Roll Cigars as a result of this agreement or use of the Site, Rock N' Roll Cigars 's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rock N' Roll Cigars's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information

provided to or gathered by Rock N' Roll Cigars with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rock N' Roll Cigars with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rock N' Roll Cigars with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

Rock N' Roll Cigars reserves the right, in its sole discretion, to change the Terms under which rncigars.com is offered. The most current version of the Terms will supersede all previous versions. Rock N' Roll Cigars encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

Rock N' Roll Cigars welcomes your questions or comments regarding the Terms:

Vision Cigar & Cigarette Wholesale, LLC

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Burlington, Massachusetts 01803

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[office@visioncigars.com](mailto:office@visioncigars.com)

Telephone number:  
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Effective as of November 18, 2019







