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form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org). The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees. PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO Terms and Conditions These terms and conditions are intended to govern your use of the website <https://austincbdretailers.com> & <https://www.herbalxchange.com/> (hereinafter referred to as the "website" or the "site"), which is owned and operated by HerbalXchange, LLC, a Texas Limited

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