

Terms & Conditions

1. DISCLAIMER

By entering this Site, you represent that you are at least 18 years of age. If you are under the age of 18 please leave this Site immediately

Terms and Conditions Welcome to Vaporin.com. If you continue to browse and use this web site, you are agreeing to comply and accept these terms and conditions, which together with our Vaporin Privacy Policy. Please read them carefully. The use of this web site is subject to the following terms of use: **YOU MUST BE OF LEGAL SMOKING AGE TO BUY AND/OR USE ANY VAPORIN PRODUCTS.** This product is not intended for use by persons under legal smoking age, nonsmokers, women who are pregnant or breastfeeding, or persons with or at risk of heart disease, high blood pressure, diabetes, or taking medicine for depression or asthma. This product contains nicotine. If you are allergic to nicotine, propylene glycol, or any combination of inhalants, if you are pregnant or breast-feeding, or if you have a heart condition, diabetes, high blood pressure or asthma, consult your physician before using any Vaporin products. Discontinue use and consult a physician if you experience nicotine misuse symptoms such as nausea, vomiting, dizziness, diarrhea, weakness and rapid heartbeat. Our products do not treat, diagnose, or cure any disease, physical ailment, or condition. Keep out of the reach of children and pets as ingestion of certain pieces can present a choking hazard. Nicotine can be toxic if inhaled or ingested in large doses, and may cause irritation to eyes and skin if exposed. Wash immediately with soap and water upon contact. Nicotine is highly addictive and habit forming. Vaporin products are not marketed for use as a smoking cessation product. Just like traditional tobacco cigarettes, Vaporin Electronic Cigarettes are not approved by the American FDA. Vaporin.com makes every effort to keep the web site up and running smoothly. However, Vaporin.com takes no responsibility for the web site being temporarily unavailable due to technical issues beyond our control. Please Note: All VAPORIN Products are Covered by our 12-month warranty, which provides replacement of defective product, subject to the conditions of our warranty. VAPORIN reserves the right to change any and all content contained on this Site at any time without notice. Applicable Law: By visiting VAPORIN.com, you agree that the laws of the State of Florida, USA, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and VAPORIN.com or its affiliates. Disputes: Any dispute relating in any way to your visit to VAPORIN.com or to products you purchase through VAPORIN.com shall be submitted to confidential arbitration in Miami, Florida, except that, to the extent you have in any manner violated or threatened to violate VAPORIN's intellectual property rights, VAPORIN may seek injunctive or other appropriate relief in any state or federal court in the State of Florida, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

2. PURCHASING THE PRODUCT

Upon placing your first order for the **Product** you will be enrolled in the Vaporin member Refill Program. Vaporin will send you a Premium Starter Kit which includes two batteries, one wall charger, one USB charger, one cigarette charger case, 10 nicotine cartomizers, and an instruction manual. All you pay for is shipping and handling at a rate of \$4.95. As a member of the Vaporin member refill Program, you have 14 days to try the Product (the **Trial Period**). Please note that delivery time is subtracted from your Trial Period, and will reduce the number of days allocated to your Trial Period. If the Product is not right for you call 1-866-498-9348 during the Trial Period to cancel. Otherwise, at the end of your Trial Period your credit card will be charged \$109.95(USD) for the Product you already received. Then 30 days from your initial order of the Product (and every 30 days thereafter), you will be sent a new supply of the Refills containing

5 packs cartomizers, and the credit card on file will be charged \$79.99 + \$4.95 S/H (the **Monthly Fee**). You hereby authorize Vaporin to charge your credit card the Monthly Fee until you cancel your Membership. The sale of product is banned in the following: Linn County, Iowa; Town of North Allebororo, MA; South Hadley, MA; San Francisco, CA., Oregon.

3. CANCELLATION/ REFUND POLICY

If you decide our product is not for you simply give us a call at 1-866-498-9348 no later than 11:59 P.M. ET (Eastern Time) on or before the 14th day from your original purchase date. If you cancel your order, your postage and packing fee will not be refunded.

In order for refunds to be issued, product must be sent back to us at the provided address within 30 days of ordering. No item will be accepted for return if it is not accompanied by a valid proof of purchase. Your proof of purchase can be obtained by calling Customer Service at 1-866-498-9348 within the return period.

All Product returns must be sent to VAPORIN at 3570 NW 53RD COURT FORT

LAUDERDALE, FL 33309. Refunds will not be given on packages marked "Return To Sender" or returned without valid proof of purchase. Once the product is received and checked by our warehouse, we will issue you the appropriate refund. The items must be returned in the same condition as received. Any damaged product may void issuance of refund.

If you fail to cancel prior to the expiration of the Trial Period or you fail to return the starter kit within the 30 days of ordering, your credit card will be charged \$109.95 for the Product that was shipped to you.

PLEASE NOTE THAT THERE IS A 20% RESTOCKING FEE ON ALL RETURNED PRODUCTS.

4. Vaporin One Year Warranty

We stand behind the quality of our product and guarantee to the original purchaser that our product shall be free from defects in material or workmanship for a period of 12 months from the original purchase date.

This warranty applies to the product under normal use and is subject to all product usage documentation. In the event you need to exchange your Vaporin pack, battery, or charger, simply call customer service at 1-866-498-9348. Place the Proof of purchase number and the item(s) to be exchanged in a padded envelope, and mail it to us at **Vaporin at 3570 NW 53RD COURT FORT LAUDERDALE, FL 33309**

Returns, Please allow 1-2 weeks for processing.

NOTE: All exchange requests **MUST** be accompanied by a proof of purchase, received within one year from the date of the original order, and includes all items to be exchanged. We reserve the right to refuse any exchange request that does not meet these requirements. We recommend that you return your product via traceable mail as we do not take any responsibility for undelivered exchanges.

5. Copyright

All content included on this website, including but not limited to text, graphics, logos, button icons, images, and audio clips, digital downloads, and data compilations, is the property of Vaporin and is protected by United States and international copyright laws.

6. Indemnification

Upon request by Vaporin, you agree to defend, indemnify, and hold harmless Vaporin and its affiliates, their employees, contractors, agents, representatives, officers, directors, co-branders, content licensors and/or other partners from all liabilities, claims, and expenses, including without limitation attorneys fees that arise from: (a) your use of the website or the Products; and/or (b) your breach of these Terms and the terms of the Program. Vaporin reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Vaporin in asserting any available defenses.

7. Privacy Policy

Please review our online privacy policy for information about our collection and use practices with respect

to your personal information provided through use of this site.

8. Limitation on Liability and Disclaimer of Warranties

By using this web site, placing an order, or participating in the auto delivery program, you agree that we and our owner(s), parent, subsidiaries, affiliates, agents, representatives, and employees will have no liability whatsoever for any injuries, losses, claims, damages or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind. Whether based in contract, tort, strict liability or otherwise, resulting from any use of the web site, the auto delivery program, or any product or service offered on this web site, any failure or delay by us in connection with the web site, the auto delivery program, or any product or service offered on this web site, the performance or non-performance of the web site, the auto delivery program, or any product or service offered on this web site by us, even if we have been advised of the possibility of damages. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation, computer virus, communications line failure, theft or destruction, or unauthorized access to, alteration of, or use of your information. Vaporin MAKES NO WARRANTY THAT THE WEBSITE OR THE PRODUCT OFFERED ON THE WEBSITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WEBSITE, OR AGAINST INFRINGEMENT; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE WEBSITE AND THE PRODUCT OFFERED ON THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

Vaporin LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Choice of Law and Arbitration Provision

Any dispute arising out of or related to these Terms, which cannot be resolved by negotiation will be settled by binding arbitration in accordance with the J.A.M.S Arbitration Rules and Procedures. The arbitration will be held in the state of Florida. The costs of arbitration, including the fees and expenses of the arbitrator, will be borne by the party initiating the action unless the arbitration award provides otherwise. Each party will bear the cost of preparing and presenting its case. The parties agree that the arbitrator has no power or authority to make awards or issue orders of any kind except as expressly permitted by these Terms, and in no event does the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The award may be confirmed and enforced in any court of competent jurisdiction. These Terms shall be treated as though it were executed and performed in Miami Florida and shall be governed by and construed in accordance with the laws of the State of Florida (without regard to conflict of law principles).

10. Contact Information

If you have any questions about these Terms, please feel free to contact us at 1-866-498-9348 or **for faster service email us at help@vaporin.com**.

Hours of Operation: Mon.-Fri. 8:00am-8:00am EST, Sat-Sun.9:00am - 6:00pm

Main Office:

Vaporin Customer Service

4400 Biscayne Blvd. Suite #850

Miami, FL 33137

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products are not intended as a smoking cessation device. Vaporin offers smokers a tar freeway to enjoy smoking. **KEEP PRODUCT AND ITS COMPONENT PARTS OUT OF REACH OF CHILDREN. REFRAIN FROM USING THIS PRODUCT IF YOU ARE UNDER THE LEGAL SMOKING AGE IN YOUR STATE.** The aforementioned re all registered trademarks of their respective owners. Â® All trademarks on this web site whether registered or not, are the property of theirs a respective owners. The authors of this web site are not sponsored by or affiliated with any of the third party trade mark or third party registered trade mark owners, and make no representations about them, their owners, their products or services. We are not affiliated in any way with Fox, CBS, Menâ€™s Health or Discovery.