

## Supplementary Terms and Conditions – *blu Nation* Subscription Plans

**1.1** These supplementary terms and conditions (“Supplementary Terms”) govern your agreement with Fontem US, Inc. (also known as “blu ecigs”) for a *blu Nation* Subscription Plan (or “plan”). By choosing to purchase a *blu Nation* Subscription Plan, you agree and accept these Supplementary Terms as well as the decisions of Fontem US, Inc. in interpreting same.

These Supplementary Terms apply in addition to the Terms and Conditions of Use of [www.blu.com](http://www.blu.com), the Privacy Policy of [www.blu.com](http://www.blu.com) and the bluNation® Terms and Conditions. Should there be any inconsistency between these Supplementary Terms and any of the other referenced terms/policies, these Supplementary Terms will prevail, govern and control only with respect to the *blu Nation* Subscription Plans; in all other cases, the applicable referenced term/policy will prevail, govern and control.

How much is it?

**1.2** The cost of a *blu Nation* Subscription Plan depends on the type and duration of the plan selected: the BLU PLUS™ Plan starts at \$39.92 per month; the BLU PRO™ Plan starts at \$102.75 per month; the BLU® DISPOSABLE Plan starts at \$108.66 per month. Plan duration is either (3) or (6) months. The specific requirements and/or features of each plan are made a part of these Supplementary Terms and incorporated herein by reference. Should there be any inconsistency between these Supplementary Terms and the specific requirements and/or features of a given plan, these Supplementary Terms will prevail, govern and control in all respects.

**1.3** The first Monthly Fee will be payable at the time you sign up for a *blu Nation* Subscription Plan. The Monthly Fee must be paid by Credit Card (MasterCard, VISA, Discover). You may pay the first Monthly Fee in part with blu Points (such blu Points will be deducted from your blu.com Account balance). The subsequent Monthly Fees will be charged to the provided Credit Card payable every month on the same day of the month (+/- 2 days) on which the first Monthly Fee was paid. (For the avoidance of doubt, blu Points CANNOT be used as partial payment for subsequent Monthly Fees.) NOTE: to be accepted as payment, Credit Card expiration date must be at least (3) months beyond the date of the applicable Monthly Fee payment.

**1.4** Provided that your first Monthly Fee payment is accepted (and your age has been verified for blu product purchase), the corresponding blu products will be shipped to you at the address in your blu.com Account at no additional cost as per the Terms and Conditions of Use of [www.blu.com](http://www.blu.com). Allow 4-7 business days from date of Monthly Fee payment for shipment provided that applicable blu products are in stock; if blu product(s) are out of stock, see 1.17. It is your sole responsibility to assure that your shipping address information as reflected in your blu.com Account is up-to-date, accurate and complete. Fontem US, Inc. disclaims any

and all liability for undeliverable or lost shipments resulting from out-of-date, inaccurate or incomplete shipping information.

1.5 If Monthly Fee payment is not made by you or not accepted by Fontem US, Inc., blu products ordered via a plan will be placed “on hold” until such time that the Monthly Fee is paid by you. Fontem US, Inc. may elect to impose a cancellation fee (as per 1.14) on non-payment which remains for over (10) days. Notwithstanding the foregoing, should a Monthly Fee remain unpaid for (21) days after it is due, Fontem US, Inc. reserves the right to terminate your participation in the plan without further notice or any liability to you as well as perhaps pursuing all available legal remedies to collect amounts owed (including the cancellation fee).

How do I sign up for a *blu Nation* Subscription Plan?

1.6 To purchase a *blu Nation* Subscription Plan, you must first register for an Account on blu.com. To create an Account, you must provide certain contact information, including your name, date of birth, zip code and a legitimate electronic mail address. After Account registration (or Account log-in, if previously created), click on the banner and follow the designated prompts to choose your preferred plan.

**1.7 *blu Nation* Subscription Plans are available ONLY to blu customers who must be 18 years of age or older, subject to age and/or other restrictions in your local area. NOT FOR SALE TO MINORS.**

1.8 A given person may sign up for one or more plans. If a person signs up for multiple plans, Fontem US, Inc. may ship blu products for each plan separately.

**1.9 BE CAREFUL IN SELECTING PLAN(S). ONCE SELECTED, YOU CANNOT MODIFY OR CHANGE A PLAN AND YOUR ONLY RECOURSE IS TO CANCEL THE PLAN THEREBY INCURRING A CANCELLATION FEE AS PER 1.14.**

1.10 Subscription plans are valid only in the United States and are void where prohibited.

**1.11 WHEN CHOOSING A *BLU NATION* SUBSCRIPTION PLAN, YOU MUST AGREE TO BE BOUND BY THESE SUPPLEMENTARY TERMS, WHICH ARE A LEGAL CONTRACT BY WHICH YOU AGREE TO PURCHASE PRODUCTS FROM FONTEM US, INC. FOR A CERTAIN PRICE EACH MONTH SUBJECT TO THESE SUPPLEMENTARY TERMS. DO NOT PROCEED UNTIL AFTER YOU CAREFULLY REVIEWED AND FULLY UNDERSTAND THESE SUPPLEMENTARY TERMS.**

When does the Plan Expire?

**1.12** Depending on the plan selected, the plan will expire at the end of either a (3) month or (6) month period, with no further action by you or Fontem US, Inc. The expiration of a plan will NOT affect any blu Points that you have received in conjunction with participation (that is, blu

Points received for purchases made via a plan.) You may choose to renew your plan for an additional (3) or (6) month period and, in such case, blu Points may be used as partial payment for the first Monthly Fee for renewal of the plan as per 1.3.

How do I Cancel a Plan?

1.13 If you wish to cancel your subscription before the end of the applicable period (that is, [3] or [6] months), contact Customer Service via toll-free telephone (1-888-207-4588), Monday – Friday 8:00 a.m. EST – 8:00 p.m. EST, Saturday 8:00 a.m. EST – 5:00 p.m. EST. Or, contact Customer Service via the e-mail link on the “Contact Us” page of [www.blu.com](http://www.blu.com).

**1.14 IMPORTANT: TO CANCEL, YOU WILL BE ASSESSED A ONE-TIME PROCESSING FEE OF 15% OF THE REMAINING AMOUNT FOR THE DURATION OF YOUR CHOSEN PLAN.**

1.15 Allow (5) business days for processing of cancellation request. Depending on when you submit notice of cancellation, your Credit Card may still be charged the corresponding Monthly Fee. Amounts previously paid by you under the plan will NOT be refunded.

1.16 Cancellation of plan will not affect any blu Points that you have received in conjunction with participation.

**What else should I know about Plans?**

1.17 blu products offered for purchase via plans are available on a while supplies last basis. Fontem US, Inc. makes no representation, warranty or guarantee that any specific blu product will be available throughout the designated period of any plan. If a given blu product is not available for any reason, you will be advised accordingly and the order will be placed on hold until the applicable product is back in stock; or, the applicable blu product is discontinued, you will be given the option of choosing another replacement blu product. If out of stock blu product(s) delay order more than (3) weeks, your plan will be suspended for one or more months (without imposition of Monthly Fee[s]) and the plan will resume once the applicable blu product(s) is in stock.

1.18 Plans are intended for consumer use only. Group, organization and corporate participation is prohibited. The re-publication of plan information without the prior written consent of Fontem US, Inc. is prohibited.

1.19 With the exception of a consumer’s accumulation of blu Points in conjunction with in conjunction with purchasing a plan and/or a consumer’s use of blu Points to pay for the initial Monthly Fee of a plan, no coupons, discounts, offers or promotions may be used for the purchase/use of plan(s).

1.20 A person’s rights in participating in plan(s) are good only for him/herself individually and are not transferable.

1.21 Any misrepresentation, tampering or other act of fraud in purchasing a plan constitutes a violation of the legal rights of Fontem US, Inc. In such event, in addition to termination of the applicable consumer’s plan and his/her Account, Fontem US, Inc. may pursue all available legal remedies from such consumer.

- 1.22 Fontem US, Inc. expressly disclaims any and all liability for electronic, programming, software, network or other error, failure or malfunction which in any way interrupts or affects the availability or operation of any of the plans, regardless of cause.
- 1.23 If any element of these Supplementary Terms is determined by a court of competent jurisdiction to be unlawful, illegal or unenforceable, such element will be eliminated and replaced with a substitute provision which is lawful, legal and enforceable and most closely approximates the original intent of Fontem US, Inc. The determination by a court of competent jurisdiction that any element of these Supplementary Terms is unlawful, illegal or unenforceable will NOT affect any other element of these Supplementary Terms.
- 1.24 These Supplementary Terms are current as of July 21, 2017; be sure to consult these Supplementary Terms periodically for any changes.