#### 1. Introduction

Welcome to The Cigar Lounge. These Terms and Conditions govern your use of our website and services. By accessing or using our website, placing orders, or registering for an account, you agree to be bound by these Terms.

# 2. Age Verification

Due to the nature of our products, all users must be of legal age to purchase tobacco products (21 years or older in the United States) to use our website. By accessing our website, you confirm that you are of legal age. We reserve the right to request proof of age at any time, and to refuse service if sufficient proof is not provided.

# 3. Account Registration

When you create an account with us, you must provide accurate, complete, and current information. You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account.

# 4. Products and Ordering

We strive to display our products accurately, but we do not guarantee that the colors, dimensions, or other details on our website are accurate. All products are subject to availability, and we reserve the right to discontinue any product at any time.

### 5. Pricing and Payment

All prices are in US dollars and are subject to change without notice. We reserve the right to refuse or cancel any order for any reason, including pricing errors. Payment must be made at the time of order through our secure payment system. We accept major credit cards and other payment methods as indicated on our website.

#### 6. Shipping and Delivery

We ship to addresses within the United States only. Delivery times are estimates and are not guaranteed. We are not responsible for delays caused by customs, postal services, or other factors outside our control. Risk of loss and title for items purchased pass to you upon delivery of the items to the carrier.

#### 7. Returns and Refunds

Due to the nature of our products, all sales are final unless the product arrives damaged or defective. In such cases, please contact us within 48 hours of receipt to arrange for a return or replacement.

### 8. SMS and Email Marketing Consent

By providing your phone number or email address and opting in to our marketing communications:

- You consent to receive promotional text messages and emails from The Cigar Lounge about our products, services, and events.
- You understand this consent is not a condition of purchase.
- Message frequency may vary (typically 2-4 messages per month).
- For SMS, standard message and data rates may apply as determined by your wireless carrier.
- You can opt out of SMS messages at any time by replying STOP to any of our text messages.
- You can opt out of email marketing by clicking the unsubscribe link found at the bottom of any marketing email we send.
- For help or information, you may reply HELP to any text message or contact us at orders@thecigarlounge.net.

#### 9. Intellectual Property

The content on our website, including text, graphics, logos, images, and software, is the property of The Cigar Lounge and is protected by copyright and other intellectual property laws. You may not use, reproduce, distribute, or create derivative works based on our content without our express written consent.

#### 10. User Conduct

You agree not to use our website for any unlawful purpose or in any way that could damage, disable, overburden, or impair our service. You also agree not to attempt to gain unauthorized access to any part of our website, other accounts, or computer systems.

11. Disclaimer of Warranties

Our website and products are provided "as is" without any warranties, expressed or implied. We

do not warrant that our website will be uninterrupted or error-free, or that defects will be

corrected.

12. Limitation of Liability

The Cigar Lounge shall not be liable for any indirect, incidental, special, consequential, or

punitive damages resulting from your use of or inability to use our website or products.

13. Health Warning

Cigar smoking can be harmful to your health and is addictive. Tobacco products contain nicotine, a chemical known to the State of California to cause birth defects or other reproductive harm. Smoking cigars is not recommended for non-users of tobacco products, women who are

pregnant, and young adults.

14. Changes to Terms

We reserve the right to modify these Terms at any time. Your continued use of our website after

any changes constitutes your acceptance of the new Terms.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of

Texas, without regard to its conflict of law provisions.

16. Contact Information

For questions about these Terms, please contact us at:

Email: orders@thecigarlounge.net

Phone: +1 (972)-540-5807

Address: 6840 Virginia Pkwy STE 110, McKinney, TX 75071, United States

Last Updated: April 22nd, 2025