

## **CannaLnx.com Terms of Use and Related Services and Full Disclaimer**

Please also review CannaLnx.com [Privacy Policy](#).

These Terms of Use (“**Terms of Use**” or “**Agreement**”) apply to all visitors, users, patients, physicians, clinics, dispensaries, and others (*referred to as “you” below*) using EM2P2 Inc.’s CannaLnx™ website platform accessible at [www.CannaLnx.com](http://www.CannaLnx.com), and any other website operated or owned by EM2P2 Inc. (“**EM2P2**”) (*all of the foregoing, collectively, the “CannaLnx Platform” or “Platform” or “Site”*) or its subsidiary or affiliate (*an “Affiliate”*) operating any CannaLnx Platform element/version in any jurisdiction (*collectively, “we” or “CannaLnx”*), unless contrary or additional terms/conditions govern such other websites, webpages or features. These Terms of Use also apply to CannaLnx services or features (“**Services**”) whether accessible through the CannaLnx Platform or otherwise, unless CannaLnx states otherwise. If you are a doctor, medical provider, clinic, dispensary, test lab, or grower/processor, these Terms of Use supplement (but do not supersede and are subordinate to) the written agreement you may have directly with CannaLnx, if any.

Certain features of the CannaLnx Platform or Services may be subject to additional guidelines, terms, or rules, which are posted on the Platform or Services pages in connection with those features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. References to “you” and “your” refer to you, a user of our Platform and/or Services.

You agree to these Terms of Use by:

- Displaying, using or accessing the CannaLnx Platform or any service or feature provided by CannaLnx or EM2P2, Inc.
- Registering a user account on the CannaLnx Platform.
- Placing a listing for services on the CannaLnx Platform.
- Providing personal or user information to the CannaLnx Platform.
- Submitting or posting any information or other material to the CannaLnx Platform.
- Allowing or authorizing any person to do any of the same on your behalf or for your benefit.

These terms of use set forth the legally binding terms for your use of the site and services. By accessing or using the site or services, you accept this agreement and represent and warrant you have the right, authority, and capacity to enter into this agreement. You may not access or use the site or services or accept the agreement if you do not have the capacity to enter into this agreement. You confirm you are at least 18 years of age and able and competent to confirm and accept these Terms of Use. If you are not at least 18, please do not use the CannaLnx Platform (we do allow parents or legal guardians of minors to use the CannaLnx Platform on their behalf, but we reserve the right to verify age and proper supervision as we determine in our discretion).

If you use the site or services on behalf of a company, entity, or organization, you represent and warrant you are an authorized representative of such company, entity, or organization and have authority to bind it to this agreement.

If you don't agree to these Terms and Conditions, please do not use, or authorize others to use on your behalf, the CannaLnx Platform or any such services or features. Questions and concerns regarding this Policy should be directed by email to [info@CannaLnx.com](mailto:info@CannaLnx.com).

THE INFORMATION, ACTIVITIES AND RECOMMENDATIONS DESCRIBED ON THE CANNALNX PLATFORM ARE INTENDED FOR USE ONLY IN JURISDICTIONS WHERE SUCH ACTIVITIES ARE LEGAL. CANNALNX STRONGLY DISCOURAGES ALL ILLEGAL ACTIVITIES AND ANY USE OF THE CANNALNX WEBSITE AND ALL CANNALNX SERVICES AND PRODUCTS IS STRICTLY PROHIBITED IN ANY JURISDICTION IN WHICH MEDICAL CANNABIS IS NOT LEGAL.

THE CANNALNX PLATFORM IS FOR INFORMATIONAL, REPORTING AND TRANSACTIONAL PURPOSES AND NOT INTENDED AS A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR CERTIFIED HEALTH PROVIDER FOR ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

### **Full Disclaimer**

This disclaimer governs use of CannaLnx.com. By using CannaLnx.com, you accept this full disclaimer in its entirety. If you do not agree with any part of this disclaimer, do not use CannaLnx.com, the Services, affiliated websites, properties and/or companies. CannaLnx.com reserves the right to modify this disclaimer any time with or without notice. For this reason, you should check periodically for changes to the Full Disclaimer. By using this website after we post any changes, you agree to accept all changes, whether you have been notified or you have reviewed them.

**1. IMPORTANT DISCLAIMERS.** ALL INFORMATION CONTAINED ON THE SITE AND SERVICES IS FOR INFORMATIONAL PURPOSES ONLY. CONTENT POSTED BY CANNALNX ON ANY WEBSITE, MOBILE APPLICATION, SOCIAL-MEDIA CHANNEL, THIRD-PARTY CONTENT SERVICE, OR ADVERTISEMENT IS FOR INFORMATIONAL PURPOSES ONLY. CANNALNX DOES NOT ENDORSE, AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF, ANY OPINION, ADVICE, STATEMENT, OR OTHER INFORMATION MADE ON THE SITE OR SERVICES, INCLUDING USER CONTENT AND THIRD-PARTY MATERIALS (EACH AS DEFINED BELOW). CANNALNX IS NOT RESPONSIBLE FOR YOUR RELATIONSHIP WITH ANY DISPENSARY, RETAIL LOCATION, HEALTH-CARE PROVIDER, ANY THIRD PARTY, OR OTHER USERS OF THE SITE OR SERVICES. CANNALNX IS NOT OBLIGATED TO SCREEN DISPENSARIES, RETAIL LOCATIONS, HEALTH-CARE PROVIDERS, OR THEIR MENUS, CONTENT, OR DEALS TO DETERMINE WHETHER THEY ARE QUALIFIED OR AUTHORIZED BY LAW TO PROVIDE THEIR SERVICES OR TO DETERMINE THE ACCURACY OF THEIR MENUS OR OTHER INFORMATION THEY PROVIDE.

CANNALNX DOES NOT OFFER MEDICAL ADVICE. ANY INFORMATION ACCESSED THROUGH THE SITE AND SERVICES, OR WITHIN ANY OF CANNALNX'S SOCIAL-MEDIA PAGES OR CHANNELS IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, IS NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND IS NOT INTENDED TO COVER ALL POSSIBLE USES, DIRECTIONS, PRECAUTIONS, OR ADVERSE EFFECTS. SUCH INFORMATION INCLUDES, WITHOUT LIMITATION, THIRD-PARTY MATERIALS, USER CONTENT, AND CANNALNX-GENERATED CONTENT DERIVED FROM USER CONTENT (E.G., STRAIN HIGHLIGHTS, ATTRIBUTES, AND OTHER DATA). ALWAYS CONSULT YOUR DOCTOR OR OTHER QUALIFIED HEALTH-CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN

SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE, SERVICES, OR ON CANNALNX'S SOCIAL-MEDIA PAGES AND CHANNELS.

- THE INFORMATION ON THE SITE AND SERVICES AND PROVIDED VIA CANNALNX'S SOCIAL-MEDIA PAGES AND CHANNELS SHOULD NOT BE USED FOR DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. All content, including, but not limited to, any information from posts or "blogs," profiles, email and/or any other page found on or from CannaLnx.com are based on the opinions of the author unless otherwise noted. All content posted on CannaLnx.com, and the information within the content, is intended to provide information to any person accessing the information to make their own decision after consulting their health-care providers or other medical professional. Content can be reviewed and/or sourced by medical professionals but is in no way intended to provide a medical diagnosis or recommendation. Only a health-care provider or professional may make a diagnosis.
- Any changes in your current treatment plan must be approved by your healthcare provider. CannaLnx.com encourages you to take information and content offered on CannaLnx.com that may apply to or inform unique medical circumstances or issues to a healthcare provider to determine if it is applicable to or advisable for an individual's medical situation or diagnosis. The information on this site should not be relied on to make any determinations or diagnosis and does not substitute for establishing a bona-fide patient relationship with a medical professional who provides medical advice. Information on this site should not be used to diagnose, treat, prevent or cure any disease or condition.

By reading CannaLnx.com, you acknowledge that CannaLnx.com is not responsible for your personal health decisions. Information offered on this website should not be implemented without proper research, medical advice/supervision. Any statement on this website including, but not limited to, any post or "blog," email, or profile, should not be taken without research and consultation with a medical professional.

Any statements or claims about benefits including, but not limited to, health benefits, from any food, supplement or product mentioned on CannaLnx.com have not been evaluated by the Food and Drug Administration (FDA) and are not intended to diagnose, treat, prevent or cure any condition or disease.

CannaLnx.com reserves the right to remove, edit, move or close any content item for any reason, including but not limited to comments that violate laws and regulations formed under the Federal Food, Drug and Cosmetic Act.

No post or article, including blogs, appearing on CannaLnx.com may be reprinted, reproduced or transferred without CannaLnx.com's written permission. CannaLnx.com will respond to written requests to reprint posts including any excerpts or quotes, provided all links are intact and a link to CannaLnx.com as the acknowledged originating website is provided.

**ACKNOWLEDGEMENT OF FEDERAL LAW:** User acknowledges that CannaLnx is for use only by residents of states with laws regulating medical use of cannabis and where medical-cannabis collectives and patients are registered/licensed under their respective State laws. Cannabis is included on Schedule 1 under the United States Controlled Substances Act. Under U.S. federal laws, manufacturing, distributing, dispensing or possession of cannabis is illegal, and individuals are subject to arrest and/or prosecution

for doing so. Client further acknowledges that medical use is not recognized as a valid defense under federal laws regarding cannabis. Client also acknowledges that the interstate transportation of cannabis is a federal offense.

THE FOREGOING DISCLAIMERS AND LIMITATIONS ON LIABILITY DO NOT LIMIT MORE GENERAL DISCLAIMERS AND LIMITATIONS ON LIABILITY IN OTHER SECTIONS ELSEWHERE IN THIS AGREEMENT OR OTHER IN CANNALNX'S OTHER TERMS-OF-USE AGREEMENTS.

## **1. Services Offered by Cannalnx**

**1.1** The CannaLnx Platform is an online community of medical-cannabis industry participants, a directory and communications platform facilitating information exchange and transactions between and among (a) persons considering, seeking, or receiving medical-cannabis treatments (where permissible under applicable law), (b) doctors and clinics who may treat or assist such persons, (c) providers of medical cannabis, and (d) other related suppliers or interested parties, regarding the availability and quality of medical-cannabis treatments, services offered, and such persons' experiences, opinions, and feedback regarding the foregoing. We reserve the right to remove or add topics and services, or modify how they are used or displayed, in our sole discretion.

Use of the CannaLnx Platform is strictly limited to jurisdictions in which the foregoing activities are legal.

CannaLnx reserves the right to commence charging users or advertisers, or to change the pricing or pricing structure, at any time for any service or feature offered by CannaLnx or through the CannaLnx Platform. You attest that, in your capacity as a user of the CannaLnx Platform or any CannaLnx service, you are not an employee or agent of any media or law enforcement agency, and that recording (in any form or medium) any interaction with CannaLnx or the CannaLnx Platform or CannaLnx users, or any physician consultation, may violate privacy rights or state or federal law. CannaLnx does not grant permission to record any interaction.

## **1.2 Eligibility and Accounts**

CannaLnx may require that you become a member (create an account) and register with CannaLnx, in various account capacities (such as a doctor, patient, caregiver, or dispensary) to access certain features and services available on the CannaLnx Platform.

**1.2.1 Eligibility.** You must be 18 years of age or be a qualified medical-cannabis patient to use the Platform and/or Services within the United States.

**1.2.2 Account Creation.** To use certain features of the Site (e.g., to use the Services), you must register for an account with CannaLnx ("**CannaLnx Account**") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will always maintain the accuracy of such information. You may not create more than one CannaLnx Account. CannaLnx may suspend or terminate your CannaLnx Account in accordance with these Terms of Use.

**1.2.3 Account Deletion.** You may delete/cancel your CannaLnx account/membership at any time, for any reason, by emailing us at [info@CannaLnx.com](mailto:info@CannaLnx.com), including your CannaLnx account username, and requesting deletion/termination of your account. Your email must originate from the email account you identified when you created your username.

**1.2.4 Account Responsibilities.** You are responsible for maintaining the confidentiality of your CannaLnx Account login information and are fully responsible for all activities that occur under your CannaLnx Account. You agree to immediately notify CannaLnx of any unauthorized use, or suspected unauthorized use, of your CannaLnx Account or any other breach of security. CannaLnx cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**1.2.5 Social Networking Services.** Alternatively, we may permit you to login to the Site or Service or otherwise associate your CannaLnx Account with your login credentials from certain social networking sites (e.g., Facebook and Twitter) (“**SNS**”). If you log in or otherwise associate your CannaLnx Account with your login credentials from an SNS, we may receive information about you from such SNS, in accordance with the terms and conditions (e.g., terms of use and privacy policy) of the SNS (“**SNS Terms**”). If you elect to share your information with these SNS, we will share information with them in accordance with your election. The SNS Terms of said SNS will apply to the information we disclose to them.

You may be asked to provide a username and/or password on each visit so CannaLnx can confirm your identity and previous entry into these Terms of Use. You are prohibited from sharing or transferring your account or your username and/or password with or to other persons, and only one patient or user is allowed per account/member. You may not, nor allow other persons to, timeshare, sublicense, or otherwise transfer all or part of your CannaLnx membership or your rights to access CannaLnx Platform features or services to other parties, or make commercial use of your CannaLnx account without CannaLnx’s prior written consent.

### **1.3. Site and Mobile App**

**1.3.1 License.** Subject to the terms of this Agreement, CannaLnx grants you a non-transferable, non-exclusive license to use the Site and Services for your personal, noncommercial use. Subject to the terms of this Agreement, CannaLnx grants you a non-transferable, non-exclusive license to install and use the software CannaLnx makes available for mobile devices (“**Mobile App**”), in executable object code format only, solely on your own handheld mobile device and for your personal, noncommercial use. As used in this Agreement, the term “Services” includes the Mobile App.

**1.3.4 Ownership.** Excluding User Content, you acknowledge that all the intellectual property rights in the Site and Services are owned by EM2P2 or CannaLnx’s licensors. Provision of the Site and Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. CannaLnx and its suppliers reserve all rights not granted in this Agreement.

**1.3.5 App Platforms.** You acknowledge and agree that the availability of the Mobile App is dependent on the third-party app platform from which you received the Mobile App, e.g., the Apple App Store® or the Google Play® Store (“**App Platform**”). You acknowledge that this Agreement is between you and CannaLnx and not with the App Platform. CannaLnx, not the App Platform, is solely responsible for the

App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the App Platform in connection with the Mobile App. Each App Platform may have its own terms and conditions to which you must agree before downloading the Mobile App from it. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with, all applicable agreements, terms, and conditions of use/service, and other policies of the applicable App Platform. You acknowledge that the App Platform (and its subsidiaries) is a third-party beneficiary of this Agreement and will have the right to enforce this Agreement.

#### **1.4. Communications**

**1.4.1 Text Messaging.** By using the Platform/Services or App Software, you agree that CannaLnx and those acting on its behalf may send you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. Messages from CannaLnx, its affiliated companies and necessary third-party service providers, may include but are not limited to: operational communications concerning your User account or use of the Features/Services, updates concerning new and existing features on CannaLnx, communications concerning promotions run by us or our third-party partners, and news concerning CannaLnx and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. Your agreement to receive promotional texts is not a condition of any purchase or service offered by CannaLnx. If you change or deactivate the phone number you provided to CannaLnx, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems.

**1.4.2 Opt-Out.** You may opt out of receiving promotional text messages from CannaLnx at any time by replying STOP to a promotional text message from CannaLnx. You may opt-out of receiving all text messages from CannaLnx at any time by deleting your account or by replying STOP to any text message from CannaLnx. NOTE: if you opt-out of receiving all text messages from CannaLnx, you will not be able to use certain Services without agreeing to receive operational text messages. You may continue to receive text messages for a short period while the CannaLnx processes your request, and you may also receive text messages confirming the receipt of your opt-out request.

**1.4.3 Opting Back In.** You may opt back into receiving text messages from CannaLnx at any time by replying START to a text message from CannaLnx.

**1.4.4 Push Notifications.** When you install our Mobile App on your mobile device you agree to receive push notifications, which are messages an app sends you on your mobile device even when the Mobile App is not on. You can turn off notifications by visiting your mobile device's \"settings\" page.

**1.4.5 Email.** You agree that we may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

**1.5** Except when otherwise stated by CannaLnx, you agree CannaLnx has no responsibility for (a) the content or accuracy of any listing, advertisement, offering, or other materials regarding third parties, or

the quality or availability of any product or service advertised within a listing, advertisement, offering, or such other materials or (b) any user or member posted opinions, statements, or other content. Much of the content and information posted on the CannaLnx Platform is provided by third parties and the opinions and statements appearing on the CannaLnx Platform are not those of CannaLnx or its management, and CannaLnx bears no responsibility for the accuracy or content of any such material. You release CannaLnx and its officers, directors, employees, and agents from any liability or obligation relating to such third-party opinions, listings and other statements. The CannaLnx Platform provides a public forum for the exchange of opinions regarding certain products and services, and you acknowledge that others' opinions may differ from your own and that the contents of any such opinions or assertions does not give rise to any claim or right against CannaLnx, its sponsors, affiliates, officers, directors, employees, or agents, each of which you hereby waive.

**1.6** Much of the information and materials published on the CannaLnx Platform is not provided by medical professionals and is intended only to complement, and not to replace or contradict, any health or medical advice or information provided by healthcare professionals. If you have questions, please contact your doctor or other healthcare professional.

**1.7** You acknowledge and agree that if you provide CannaLnx or the CannaLnx Platform with personal health information (“**PHI**”) such as health condition, medical history, treatment history, history of use of, or eligibility for treatment with, medical cannabis, and other such information that CannaLnx will use, provide, and disclose such PHI for the purposes for which it was provided.

**(a)** If PHI is provided in conjunction with a request for an appointment or consultation with a doctor, clinic, dispensary, or other third party (or otherwise in response to a listing, offering, or advertisement) such PHI will be provided to the doctor, clinic, dispensary, or other third party as part of the request or response.

**(b)** If a doctor, clinic, or dispensary provides PHI about a patient pertaining to eligibility for medical-cannabis treatments or related information, such information will be posted and made available as part of CannaLnx’s medical-cannabis recommendation certification service (the “**Certification Services**”), accessible on the CannaLnx Platform by patient ID (such as drivers’ license) number and recommendation number, as consistent with the uses and disclosures thereof as presently conducted on the CannaLnx Platform.

Patients hereby authorize CannaLnx to disclose and verify your patient status to any law enforcement agency, your physician(s), child protective services, or any cannabis dispensary/co-op during the period for which a physician’s recommendation has been issued. Such consent is subject to written revocation only at any time—except to the extent action has already been taken based on this consent. Further information is available in our [Privacy Policy](#). PLEASE DO NOT PROVIDE ANY PHI IF YOU DO NOT WISH IT TO BE USED IN THE LIMITED WAYS DESCRIBED HEREIN, IN THE PRIVACY POLICY, OR ON THE CANNALNX PLATFORM.

**1.8** You may be required to submit certain information in conjunction with qualifying or registering for a CannaLnx service, in requesting an appointment with a physician or other party through CannaLnx, or during your consultation with a physician or other caregiver or with dispensaries and other product providers. You agree to provide truthful, accurate, and not misleading information during all such processes, and you attest that **(a)** the information you provide is and will be correct and that any medical history presented or discussed with any physician (or other party you contact through

CannaLnx) is and will be entirely factual and complete, each to the best of your knowledge, and **(b)** you will not use any physician's recommendation for the purpose of illegally obtaining medical cannabis. You also understand that you must be a resident of a state which has appropriate legal provisions to accommodate the use of medical cannabis to be eligible to do so. Providing fraudulent information or attempting to fraudulently obtain medical cannabis, including misrepresentation of your state of residency, medical records, history, condition or intentions, is illegal and may subject you to civil and/or criminal liability. CannaLnx does not provide medical cannabis, nor does it encourage any illegal activity in obtaining medical cannabis. You agree not to use the CannaLnx website or any CannaLnx service for the purpose of illegally obtaining, growing, or distributing medical cannabis.

**1.9** You agree that we in our sole discretion, without notice of any sort, and with no obligation may **(a)** modify the design and functionality of the CannaLnx Platform and all services we offer, **(b)** reasonably edit listing, advertisement, or offering copy, or user-submitted information or content, **(c)** reasonably review, approve, edit and modify other data and content submitted by doctors, clinics, dispensaries, advertisers, listing owners, and users, or **(d)** reformat materials submitted for the purpose of display on the CannaLnx Platform or uniformity with other listings.

**1.10** You acknowledge and agree you have been advised of, and understand the following:

- (a) The cannabis plant is not regulated by the United States Food and Drug Administration and therefore may contain unknown quantities of active ingredients, impurities and/or contaminants.
- (b) Medical cannabis smoke contains chemicals known as tars that may be harmful to your health.
- (c) If respiratory problems or other ill effects are experienced in association with its use, you should discontinue use and report effects to your physician immediately.
- (d) Medical cannabis may affect your coordination and cognition in ways that could impair your ability to drive, operate machinery, or engage in potentially hazardous activities.
- (e) There are potential risks associated with an elevated daily consumption of medical cannabis including risks with respect to its effect on your cardiovascular and pulmonary systems and psychomotor performance, risks associated with the long-term use of cannabis, as well as potential drug dependency.
- (f) There is no guaranty that medical cannabis will provide any benefit regarding your condition, and the benefits and risks associated with the use of cannabis are not fully understood.
- (g) The use of cannabis may involve risks that have not been identified, and you may consider alternatives to medical-cannabis treatment suggested by your physician.
- (h) Any physician's recommendation for medical cannabis use may be revoked at any time. You assume full responsibility for any harm resulting to you and/or other individuals as a result of your use of cannabis and for any and all other risks involved.

## **2. Advertisements, Offerings, and Listings**

**2.1** CannaLnx may refuse or remove any offering, listing, advertisement or other matter in its sole discretion for any reason or no reason. CannaLnx does not guaranty any respective placement or ranking of offerings, listings, or advertisements in relation to others. Generally, CannaLnx will rank listings by proximity to the patient's or other user's registered address, provided however that we reserve the right



to rank or order advertisements, offerings, or listings by other methods, in our discretion. You agree we have no liability with respect to placement or sorting of listings, offerings, or other matter, any modifications made, or for any loss or damage resulting from the design, sorting or positioning of any listing, offerings, or other matters, or its components.

**2.2** Advertisers (or others submitting listings) may remove a listing by sending cancelation or deletion requests to [info@CannaLnx.com](mailto:info@CannaLnx.com) at least five (5) business days before the requested deletion, provided deleted listings are not eligible for any refund and provided further that opinions, feedback, and other community postings may not be eligible for deletion.

**2.3** You grant to CannaLnx a perpetual, worldwide, royalty-free (and fully paid), transferable, sublicensable, non-exclusive, irrevocable and unlimited license to publish, use, reproduce, copy, display, distribute, transmit, edit or modify (to the extent otherwise permitted herein), synchronize, make derivative works of, compile, use and otherwise exploit, through any medium now known or hereafter developed, all of your offerings, listings or advertisements submitted to the CannaLnx Platform or otherwise contained on the CannaLnx Platform with your permission, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, including without limitation for the purpose of promoting CannaLnx and the CannaLnx Platform. You hereby waive any applicable moral rights. While we may, in our discretion, use commercially reasonable means to protect the content of a listing or advertisement, you agree that we have no liability or legal responsibility whatever for the acts of third parties who copy, or may attempt to copy, any listing or component thereof or reuse the same elsewhere without our permission.

**2.4** You are solely responsible for keeping all offering, listing and advertisement information, and all contact and other information provided to CannaLnx by you or on your behalf, accurate and up to date, and you represent and warrant that such information is and will be kept current and accurate. You also accept legal responsibility for all representations made in your offerings, listings or advertisements, the locations, pricing, specialties, certifications, and other attributes of any product or service you offer via the CannaLnx Platform, and its or their availability for specific dates, times, prices, or other terms.

**2.5** You covenant, represent and warrant that:

- (a) All of your offerings, listings and advertisements are true and accurate in all respects, you have all necessary rights to offer and promote the product, feature, or service described therein, and such offering, listing or advertisement complies with all applicable laws and regulations pertaining to advertising, promotional materials, and any other matter contained therein or pertaining to the product or service offered, and your offer of said product or service is legal and the same may be sold or provided legally.
- (b) You own, or otherwise have the complete right and authority to permit CannaLnx to publish, reproduce, copy, display, distribute, modify (to the extent otherwise permitted herein), and use, and otherwise convey the rights granted CannaLnx herein to, your offerings, listings and advertisements, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, as provided herein or as may otherwise be consistent with the use and treatment of other offerings, listings and advertisements on the CannaLnx Platform.

- (c) No such offering, advertisement or listing, and no such component thereof, infringes or violates any trademark, copyright, patent, trade secret, publicity right, privacy right, attribution right, integrity right, personality right, or any other right of any sort of any other person.
- (d) With respect to each image or photograph submitted or used for your listings or advertisements, any likenesses or individual persons portrayed in such images or photographs have granted full permission for the same to be displayed as permitted herein or as is otherwise consistent with the usage and display of listings and advertisements on the CannaLnx Platform.

**2.6** You indemnify and hold harmless CannaLnx, its shareholders and owners, managers and directors, officers, employees, agents, affiliates, and sublicensees from and against any damages (including reasonable attorney's fees and expenses), claims, losses, or other liabilities arising out of or relating to **(a)** any breach by you or your agents or principals of the foregoing representations or warranties or any covenant applicable to you herein, or **(b)** any matter contained in your offerings, listings or advertisements or their placement on the CannaLnx Platform.

**2.7** As part of CannaLnx's service, we will use reasonable efforts to transmit notifications of inquiries and requests for services from users via the CannaLnx Platform to doctors' and clinics' registered email addresses and then use reasonable efforts to transmit any responses back to users. However, CannaLnx cannot, and has no responsibility to, ensure any such emails are received. It is your responsibility to ensure your email systems are capable of receipt of such notifications and responses and that your registered email address is accurate.

**2.8** If we receive any complaints pertaining to the products or services you offer or advertise through the CannaLnx Platform, such as that you partake in unfair business practices, breach your obligations to patients or clients, or engage in any other unprofessional or unfair activity, and we determine such complaints are justified, in our sole discretion, we may, but don't have an obligation to, remove or delete your offering or listings without notice or place warnings on or near your listings, notwithstanding any paid service you have purchased.

### **3. Paid Services and Payment Terms**

#### **3.1 Paid Services for Doctors, Clinics, Dispensaries, Advertisers and Listing Owners**

**3.1.1** Subject to terms/conditions appearing on CannaLnx Platform pages describing any paid placement, listing, service, or feature, and subject to any written agreement directly between you and CannaLnx/EM2P2 pertaining to such service or feature (which supplement these Terms of Use, but don't supersede them unless a direct conflict exists, in which case the direct written agreement's term control), you agree to pay all fees and other charges applicable to each paid placement, listing, service or feature you order as required by the web page or specified pricing and other terms and conditions, and to comply with applicable billing terms and payment methods (prepaid or post-paid) for applicable periods to which you commit when ordering the placement, listing, service or feature. Listings or advertisements removed at the advertiser's request before completion of agreed time periods are not refundable.

**3.1.2** Certain listing, offering, and advertisement placement services, by their terms, automatically renew for succeeding periods unless you provide notice of cancelation. Notwithstanding anything to the contrary, CannaLnx reserves the right, in its sole discretion, to cancel or terminate any service or

feature, or your participation in any service or feature, immediately, although we will use reasonable efforts to provide advance notice on the CannaLnx Platform when practicable.

**3.1.3** You agree to honor all discounts and coupons issued by CannaLnx to patients or other Users in accordance with their stated terms, subject to the terms of the CannaLnx service or feature ordered and further subject to any written agreement between you and CannaLnx. You further agree to abide by any restrictions, expiration dates, or other terms and conditions stated on or applicable to such discounts and coupons. These obligations may extend beyond the term of your relationship with CannaLnx, to the extent required by such other terms and conditions.

### **3.2 Paid Services for Patients, Consumers, and other Website Users**

**3.2.1** Subject to terms/conditions on CannaLnx Platform pages describing services or features available to patients, consumers, or other website users, you agree to pay all fees and other charges applicable to each paid service or feature you order according to the web page or specified pricing and other terms and conditions, and to comply with applicable billing terms and payment methods (prepaid or post-paid) for applicable periods to which you commit when ordering the service or feature. Such services must be canceled at least 24 hours in advance, and services not so canceled are not subject to a refund. All discounts and coupons issued as part of a service or subscription are available only in accordance with their stated terms, and extensions, and not refundable.

**3.2.2** Certain services or subscriptions, by their terms, automatically renew for succeeding periods unless you provide notice of cancelation in accord with applicable terms. Notwithstanding anything to the contrary, CannaLnx reserves the right to cancel or terminate any service or feature, or your participation in any service or feature, on 30 days' prior notice (or sooner if reasonably required by commercial or regulatory circumstances).

**3.2.3** Certain CannaLnx services may require you to prequalify according to applicable guidelines or law to be eligible for such service or a patient, clinic, or dispensary booking. Because CannaLnx may not be able to verify or evaluate representations you make or information you provide as part of the prequalification process, CannaLnx will provide the service in reliance on the accuracy/veracity of your representations and other information. Accordingly, CannaLnx is not obligated to provide refunds if it later determines—after the CannaLnx service is provided to you—you were not qualified for the service, booking, or activity. You agree to provide CannaLnx with truthful, accurate, and not misleading information during all prequalification processes and screenings to ensure you pay only for services you are eligible and qualified to receive.

### **3.3 Generally Applicable Billing and Payment Terms**

**3.3.1** For all paid services you order that require monthly (or other periodic) payment card billing, you authorize regular monthly (or such other periodic) billing, including charges applied to your payment card, according to the terms for such service until the service is canceled as provided herein. For all paid services you order, you are also responsible for paying (1) unless explicitly included in service charges, applicable taxes, surcharges, and other government-mandated assessments on the service (stated charges typically include most normally anticipated taxes and surcharges; further information available upon request), (2) penalties, administrative fees, or other amounts arising out of unauthorized payment card usage, charge-backs, bounced checks, and the like, and (3) account or service reactivation fees

imposed by CannaLnx after termination or suspension of a service. Billing disputes must be submitted within 30 days of the applicable billing date or are deemed waived. Except as otherwise provided, payments to CannaLnx are nonrefundable.

**3.3.2** All payments must be in U.S. dollars. Time is of the essence for payments required, and any past-due amounts bear interest at the lower of 12% per annum or the highest rate allowed by law. You are responsible for any costs or expenses (including legal or collection agent fees and expenses) of collecting any past due amounts from you or on your account. EM2P2 may send your unpaid bills/invoices to third-party collections. Your payment obligations are not contingent upon collection of any amounts from any third parties.

#### **4. Community Participants and Public Postings**

**4.1** You agree that CannaLnx has the right but not the obligation to choose the contents displayed in public, community, feedback, forum, and opinion features within the CannaLnx Platform and that it has no obligation to use or display any content you submit. You also agree CannaLnx has the right but not the obligation to edit, redact, or remove your content or submission.

**4.2** You understand that by participating in any community, forum, feedback, communications, or opinion feature or service through/on the CannaLnx Platform the contents of your submissions and communications on that non-HIPAA-compliant portion of the CannaLnx Platform may be published and become public information, and are not subject to any obligations or rights of privacy. If you include any contact or other information in your public-segment posting, that will also be publicly available. You are solely responsible for your own submissions and communications and the consequences of posting or publishing them within/on non-HIPAA-compliant parts of the CannaLnx Platform. You retain all of your ownership rights in your submissions and communications, but you also grant to CannaLnx a perpetual, worldwide, royalty-free (and fully paid), transferable, sublicensable, nonexclusive, irrevocable and unlimited license to digitize, publish, use, reproduce, copy, display, distribute, transmit, edit or modify (to the extent otherwise permitted herein), synchronize, make derivative works of, compile, use and otherwise exploit, through any medium now known or hereafter developed, all of your opinions, content, or other matter submitted to CannaLnx for use in a community feature or posting as an opinion or public statement, including without limitation all proprietary rights comprising the same and other components thereof. You hereby waive applicable moral rights.

**4.3** You covenant, represent and warrant that:

- (a) All your postings and other submitted content to community or opinion features are either clear expressions of opinion or are true and accurate in all respects.
- (b) You own, or otherwise have the complete right and authority to permit CannaLnx to publish, reproduce, copy, display, distribute, modify (to the extent otherwise permitted herein), and use, and otherwise convey the rights granted CannaLnx herein to, your postings and other submitted content, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, as provided herein or as may otherwise be consistent with the use and treatment of other postings and similar matter on the CannaLnx Platform.

- (c) No such posting or matter, and no such component thereof, infringes or violates any trademark, copyright, patent, trade secret, publicity right, privacy right, attribution right, integrity right, personality right, or any other right of third parties.

**4.4** You agree to abide by CannaLnx's use policies in effect from time to time, including any Acceptable Use Policy published on the CannaLnx Platform, any policies distributed by email, or any amendments thereto, which policies include, without limitation, the following. You shall:

- (a) Abide by applicable laws, rules, and regulations relating to the use, posting, or transmission of content, software or other matter.
- (b) Not use (nor allow any person to use) the CannaLnx Platform in any manner that is illegal, fraudulent, or deceptive (including practices likely to deceive other parties contacted through the CannaLnx Platform), harassing, threatening, harmful, libelous, defamatory, abusive, slanderous, hateful, sexually, racially or ethnically objectionable, vulgar, pornographic, obscene, or otherwise objectionable or unlawful. You will not encourage or enable any person to undertake any illegal act.

**4.5** You indemnify and hold harmless CannaLnx, its shareholders and owners, managers and directors, officers, employees, agents, affiliates, and sublicensees from and against any damages (including reasonable attorney's fees and expenses), claims, losses, or other liabilities arising out of or relating to **(a)** any breach by you or your agents or principals of the foregoing representations or warranties or any covenant binding you herein, or **(b)** any matter contained in your postings, opinions, or other matter placed on the CannaLnx Platform.

## **5. Permitted Uses and Related Terms**

**5.1** You may not use the CannaLnx Platform for any purpose other than to:

- (a) Post legitimate advertisements and offerings for services and products consistent with the purpose and spirit of the CannaLnx Platform.
- (b) Access information resources, engage in permitted intra-platform communication activities, and make legitimate inquiries to advertisers and listing owners regarding your genuine interest in a particular product or service.
- (c) Legitimately and in good faith participate in CannaLnx Platform service offerings and features, in accordance with all policies, guidelines, rules, and applicable laws.

Advertisers and listing owners may not be solicited for other purposes (e.g., solicitation of advertisers and listing owners for your services is prohibited). Any other use is prohibited. You may not use the CannaLnx Platform in any manner to deceive, harass, or injure any other person or to violate any applicable law, rule, or regulation. You may not use or access the CannaLnx Platform in any manner that, in our reasonable judgment, adversely affects the performance or function of the CannaLnx Platform or any other computer systems used by or serving CannaLnx. You must not **(a)** attempt to gain unauthorized access to any account, the CannaLnx Platform or its network, or any related components, **(b)** use or access the CannaLnx Platform by mobile browsing device while operating a motor vehicle to the extent prohibited by any competent jurisdiction, or **(c)** interfere with another's use and enjoyment of the CannaLnx Platform or any CannaLnx services/features.

**5.2** You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the CannaLnx Platform in a manner that sends more request messages to the CannaLnx Platform servers than a single human would produce in the same period by using a conventional web browser. CannaLnx allows operators of bona-fide public search engines to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials that prominently link back to the CannaLnx source, but not caches or archives of such materials, nor for redisplay on any website or other publication except a bona-fide search engine. CannaLnx reserves the right to revoke these exceptions either generally or in specific cases, depending on the nature of use. You agree not to collect or harvest any personally identifiable information from the CannaLnx Platform, nor to use the communication systems provided by the CannaLnx Platform for any commercial solicitation purposes.

**5.3** CannaLnx encourages all users viewing doctor, dispensary and other listings, and those who inquire into specific listings, to independently investigate and evaluate offered products or services. You assume responsibility for your use of any information available on the CannaLnx Platform or any other website or materials reachable through the CannaLnx Platform.

**5.4** You may not circumvent, disable or otherwise interfere with CannaLnx Platform’s security-related features or features preventing or restricting use or copying of any content or enforcing limitations on use of the CannaLnx Platform or its content. You may not upload or transmit, or use, any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere, or intercept the normal operation of the CannaLnx Platform or any user equipment. CannaLnx reserves the right to refuse hyperlinks to other websites or advertiser’s pages, and to remove links or web addresses without notice at our sole discretion. In addition, we may institute a policy of charging for links to outside sources on notice.

**5.5** You may use and print a single copy of textual matter and non-trademarked graphical matter for personal, non-commercial purposes solely as necessary to use the CannaLnx services as consistent with their stated purpose, provided that **(1)** applicable copyright and trademark notices appear in all copies, **(2)** such materials are not copied or posted on any network or computer or broadcast or published in any media, and **(3)** materials are not modified. Except as provided herein, no other materials or content available on the CannaLnx Platform may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Materials you are permitted to use as described above do not include design or layout of the CannaLnx Platform or any proprietary materials of any third party, including sponsors’ trademarks.

**5.6** Although comments and questions about the CannaLnx Platform are welcome, CannaLnx does not accept unsolicited submissions or creative ideas unless requested. Any suggestions, ideas, or concepts submitted will become, and remain, CannaLnx property. CannaLnx is not responsible for the confidentiality of any information communicated to CannaLnx (except as provided in the [Privacy Policy](#)), and by communicating any such suggestions, ideas, or concepts, you agree that CannaLnx may use or publish the same in its discretion without obligation.

**5.7** Any violation of the letter or spirit of these Terms of Use, or any other rule, policy, restriction or limitation on the CannaLnx Platform, is grounds for immediate termination of access, posting, or use privileges in EM2P2’s/CannaLnx’s sole discretion. CannaLnx has no liability whatever arising out of termination of your access, posting, or other use privileges. Without limiting any other reason for which CannaLnx may terminate your membership or rights to access or use of the CannaLnx Platform,

CannaLnx may terminate the same if CannaLnx suspects fraudulent use of your CannaLnx membership account. Fraudulent use of an account may include but is not limited to: **(a)** permitting access to your CannaLnx username and password to third parties, **(b)** use of your CannaLnx account for any purpose other than private, non-commercial purposes or valid advertising purposes if you are a listing owner, **(c)** entering invalid or apparently invalid user information (such as anonymous “Hotmail” email accounts), **(d)** attempting to register for free, trial, or promotional offers under several aliases or with different user information to circumvent any one-user limitation, or **(e)** posting or submitting any opinion, communication, or other content that may indicate you are (or if you actually are) affiliated with or related to any advertiser, sponsor, listing owner, or person the subject of any such opinion or content, or a competitor thereof, or are otherwise making non-commercial use of the privileges afforded CannaLnx members.

## **6. Limits of Liability**

**6.1** You agree that CannaLnx has no legal liability or responsibility whatever for or arising out of any inaccuracy or illegality in **(a)** any information or PHI you provide to or post on the CannaLnx Platform, or any such information provided to you, or **(b)** any listings, treatment eligibility verification services, or other information made available on or through the CannaLnx Platform, or **(c)** any breach of contract or violation of law by any advertiser, listing owner, service provider, supplier, doctor, clinic, dispensary, or other third party. While CannaLnx makes reasonable efforts to ensure listings are current and your search or filtering of listings provides relevant search results, you agree CannaLnx has no legal liability whatever pertaining to the search results made available to you or the accuracy of any special offers, availability, pricing, or other information provided in a listing, advertisement, offering, or in your search results. Without limiting the foregoing, the Certification Service is comprised of a database of information provided solely by third parties and compiled, although not created, by CannaLnx, and you agree that CannaLnx has no obligation whatever arising out of or related to the accuracy or inaccuracy of any information provided or contained therein. Dispensaries and others using the Certification Service, and any other information or materials provided on or through the CannaLnx Platform, are used at the user’s own risk, without obligation of any sort on the part of CannaLnx.

**6.2** You agree CannaLnx has no liability whatever pertaining to any transaction between a user, member, patient, or other respondent to a listing, offering, or advertisement and any doctor, clinic, dispensary, or other listing or offering owner or advertiser, or other service provider or supplier. You agree that CannaLnx is not involved in any such transaction in any way and waive any claims you may have against CannaLnx with respect thereto, and each doctor, clinic, dispensary, advertiser, listing owner or other supplier and the patient, user or other respondent accept full responsibility as participants to such transaction to the full exclusion of CannaLnx. You hereby indemnify and hold harmless CannaLnx, its shareholders and owners, managers and directors, officers, employees, agents, affiliates, and sublicensees from and against any damages (including reasonable attorney’s fees and expenses), claims, losses, or other liabilities arising out of or relating to any such transaction or any dispute arising therefrom or related thereto.

**6.3** CannaLnx does not warrant that the CannaLnx Platform or its services or features will be secure, timely, uninterrupted or error free, or that any data, content, information, software or other material accessible on or through the CannaLnx Platform are true, accurate, or free of viruses or other harmful components. All use of the CannaLnx Platform and its features or services are at your own risk and you are solely responsible for all damages resulting therefrom. CannaLnx reserves the right, in its discretion, to limit or terminate your ability to access CannaLnx services from certain regions, countries, or IP

address ranges, or through certain devices, operating systems, or software. CannaLnx reserves the right to refuse access or service to any person in its discretion. [reserved for additional HIPAA content]

**6.4** THE CANNALNX PLATFORM AND ANY SERVICES OR FEATURES AVAILABLE (A) ARE NOT INTENDED FOR “MISSION CRITICAL” APPLICATIONS OR FOR USE ON “MISSION CRITICAL” EQUIPMENT, (B) ARE PROVIDED “AS IS,” WHERE IS,” AND “AS AVAILABLE”, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, QUIET ENJOYMENT, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EACH OF WHICH ARE DISCLAIMED).

**6.5** YOU HEREBY WAIVE ALL RIGHTS TO DAMAGES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING THROUGH USE OF THE CANNALNX PLATFORM OR ANY SERVICES OR FEATURES AVAILABLE, REGARDLESS OF THE FORM OF CLAIM OR THEORY OF RECOVERY AND REGARDLESS WHETHER SUCH DAMAGES ARE FORESEEABLE. Without limiting the foregoing, CannaLnx and its officers, directors, employees, sponsors or agents are not liable for:

- (a) Damages **(i)** arising in connection with fraudulent, unlawful, or tortious acts by third parties, **(ii)** resulting from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations or transmissions, **(iii)** resulting from your or any other user’s use of—or inability to access—your CannaLnx account or other information or data, **(iv)** resulting from unauthorized access to or alteration of your submissions, transmissions, or data, or **(v)** resulting from your reliance on any opinion, assertion, or other matter displayed on the CannaLnx Platform.
- (b) Business interruption.
- (c) Loss of profits or savings.
- (d) Loss of data.
- (e) The cost of procuring substitute goods and services.

You agree that, notwithstanding the general limits and disclaimers herein, if CannaLnx is found liable to you for any monetary damages relating to or arising out of the CannaLnx Platform, such damages are limited to US\$500.00 in the aggregate.

**6.6** YOU UNDERSTAND THAT CANNALNX WILL TAKE REASONABLE MEASURES TO MAINTAIN THE PRIVACY AND SECURITY OF ALL PRIVATE INFORMATION PROVIDED BY YOU TO THE CANNALNX WEBSITE (SUBJECT TO AND AS DESCRIBED IN OUR PRIVACY POLICY), BUT THAT THIRD PARTIES (E.G., HACKERS) MAY BREACH OR ATTEMPT TO BREACH CANNALNX’S SECURITY MEASURES OR MAY GAIN UNAUTHORIZED ACCESS TO THE CANNALNX DATABASE OR OTHER EQUIPMENT CONTAINING YOUR INFORMATION. YOU AGREE, AS PARTIAL CONSIDERATION FOR CANNALNX SERVICES, THAT CANNALNX IS NOT LIABLE FOR DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE, WITH RESPECT TO ANY BREACH OF CANNALNX PLATFORM SECURITY OR ANY SECURITY ON ANY SYSTEM AFFECTING USER INFORMATION ON THE CANNALNX PLATFORM.

**6.7** CannaLnx does not breach these Terms of Use, nor does it breach any implied warranty or other obligation, for failing to perform by virtue of circumstances beyond its reasonable control, including, without limitation, fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident, or other acts of God.



**6.8** If you are dissatisfied with the CannaLnx Platform, do not agree with these Terms of Use, or have a dispute or claim with or against CannaLnx with respect these Terms of Use or the CannaLnx Platform, your sole and exclusive remedy is to discontinue using the CannaLnx Platform.

**6.9** The CannaLnx Platform may contain links to third parties that sell, manufacture or promote products or services. Your business dealings or correspondence with, or participation in promotions of, third parties, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. CannaLnx is not responsible or liable for any loss or damage you or others incur through such dealings or the presence of such third parties on the CannaLnx Platform.

## **7. Proprietary Rights**

**7.1** CannaLnx and its licensors hold and reserve all right, title and interest (including patent, trademark, and copyright) to all content available on the CannaLnx Platform (subject to these Terms of Use). Elements of the CannaLnx Platform are protected by trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, video or image from the CannaLnx Platform may be copied or retransmitted unless permitted by CannaLnx.

**7.2** Unless otherwise provided herein or on the CannaLnx Platform, you may not, without CannaLnx's prior written consent **(a)** copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the CannaLnx Platform in any form whatever, **(b)** reproduce CannaLnx Platform content on any other website (whether framed, mirrored or otherwise, and whether or not CannaLnx is attributed as owner), **(c)** modify, translate into any language or computer language, or create derivative works from, any content or any part of the CannaLnx Platform, **(d)** reverse engineer any part of the CannaLnx Platform or any software made available by CannaLnx or its platform participants, or **(e)** disguise the origin of the information available on or through the CannaLnx Platform.

**7.3** “CannaLnx,” “CannaLnx.com,” “Cx,” and “Linking the World of Cannabis Medicine,” together with any other services or products referenced on the CannaLnx Platform, together with all associated graphics, logos, and slogans, are either trademarks or registered trademarks of EM2P2, Inc. or its licensors, and may not be used or reproduced without EM2P2's or its licensors prior written permission. Other product and company names mentioned herein may be the trademarks of their respective owners. Any rights not granted herein are reserved to EM2P2, Inc.

**7.5** Except as otherwise provided in these Terms of Use or on the CannaLnx Platform (such as, for example, with respect to the content of posted user opinions, listings, and advertisements), or as may otherwise be provided in a written agreement executed by an authorized representative of CannaLnx, CannaLnx owns all right, title, and interest to the contents of its databases and all user and other data collected by or through the CannaLnx Platform or any module, add-on, or other technology interfacing with the CannaLnx Platform.

## **8. Miscellaneous**

**8.1** Each doctor, clinic, dispensary, or other advertiser or listing owner, and each user who posts comments or opinions or otherwise submits content to CannaLnx agrees that EM2P2/CannaLnx may host the CannaLnx Platform or retain a copy of the data comprising such materials outside of the United States.

**8.2** Any disputes concerning the CannaLnx Platform, any content thereon, any feature or service available through the CannaLnx Platform, the [Privacy Policy](#), or these Terms of Use requiring judicial resolution will be determined exclusively in the Courts of the State of Ohio, in the County of Cuyahoga, under Ohio laws, provided that CannaLnx may seek injunctive relief and similar remedies in any court of competent jurisdiction.

**8.3** You may not assert any claim against CannaLnx in connection with the CannaLnx Platform or any CannaLnx feature or service unless you have given CannaLnx written notice of the claim within 30 days after you knew or should have known of the facts underlying / giving rise to the claim.

**8.4** These Terms of Use:

- (a) Are binding on and inure to the benefit of each party's respective permitted successors and assignees. There are no third-party beneficiaries of this agreement.
- (b) These Terms of Use , together with the [Privacy Policy](#) (which also applies to and binds you, and is incorporated herein by reference) and other legal terms provided on the CannaLnx Platform, contain the entire understanding between the parties with respect to the CannaLnx Platform and the subject matter hereof, and supersede all previous oral or written agreements or understandings between the parties with respect thereto (except separate written agreements directly between a User and EM2P2), and no advice or information, whether oral or written, obtained by you from CannaLnx or the CannaLnx Platform (whether before or after the date you accept these Terms of Use) creates any CannaLnx obligation or warranty not stated herein or therein.
- (c) May not be modified, except by a modification by CannaLnx as described herein.
- (d) Are not deemed waived and breaches are not deemed excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision(s) of the Terms of Use is held to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

**8.5** You agree that CannaLnx may, in its sole discretion, from time to time add to, delete from, or modify these Terms of Use in any reasonable manner by publishing such modifications on the CannaLnx Platform. Please check back often if you are concerned about any such modifications.

**8.6** If you are located in a state (or other jurisdiction) where the CannaLnx Platform is operated by an Affiliate, your relationship is solely with such Affiliate and not with EM2P2, and any claims you may have arising out of or relating to these Terms of Use or the CannaLnx Platform must be made solely against the Affiliate, and not EM2P2.

**8.7** These Terms of Use are subordinate to contrary terms of written user or membership agreements directly between a user, doctor, clinic, or dispensary and CannaLnx signed by authorized representatives of both parties.

## **FTC Disclosure**

The FTC requires any person producing or hosting content on a publicly accessible, outside-a-network website to disclose any financial interest or bias relating to recommendations or opinions that may be financially motivated in any way. CannaLnx.com has always been an advocate for the patient and always strives to be as transparent as possible.

## **Affiliate Links**

All our content is produced first without any financial motivation. Affiliate links do appear in our content from time to time, but are always provided to advance the interests of site users/participants.

CannaLnx.com has few affiliates and the affiliates selected are of the highest quality and held to the same high standards CannaLnx.com holds itself to.

CannaLnx.com specifically links at the bottom of the post, where sources and other disclaimers may appear, if affiliate links are present. If you click on a link that takes you to a product outside of the CannaLnx Platform, assume it is an affiliate link. This means CannaLnx may earn a small commission from our affiliates if the user decides to purchase the linked product. Again, CannaLnx selects its partner/affiliates very carefully and we appreciate you supporting CannaLnx and affiliate products when you make these purchases. Most of the content on CannaLnx.com is informational and intended to help patients, doctors, and others navigate the medical-cannabis industry, which can be confusing and contain misinformation.

## **Marketing**

EM2P2/CannaLnx does not have any marketing partners (when this document was last updated).

Doctors and dispensaries do not pay for standard listings on our website, but do pay for expanded webpage-style listings. Moreover, some doctors or dispensaries appearing on our website may choose to pay for better placement when searching throughout doctors and dispensaries listed in a defined area (e.g., a state or county). CannaLnx.com may contract outside marketing firms to create content for us, but CannaLnx.com is not paid by any outside or affiliate company for specific content appearing on the Platform, including any post or blog. We work with these firms to create the most useful content for our users and demographics to provide as much help to users as we can. CannaLnx.com does not work with or allow the following (when this document was posted):

- Advertisements
- Banner advertisements
- Banner advertisements marketing outside companies
- Free products for reviews
- Paid links or link exchanges
- Brand ambassadorships
- Advertising networks

- Curated or non-curated advertisements
- Network marketing, multi-level marketing or other pyramid structures
- Unsolicited joint-venture promotions

### **Other Policies**

Comments on our web platform, related websites, and social media, may be moderated for SPAM, Personal Health Information (PHI), and language/content that breaches our high standards of public decorum and respect for the rights of others by being rude, highly offensive, harmful to others, disparaging or slanderous of others, or by containing misinformation, and for any other reason. Moderation includes banning, shadow banning, and/or deletion. By commenting on any content produced by CannaLnx.com, including social-media posts, you agree to this policy and understand any violation of any part of this policy may result your content being hidden, deleted, or banned.

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Any questions or requests about any policy contained in these Terms of Use, or any other, can be directed to [info@CannaLnx.com](mailto:info@CannaLnx.com).

### **You May Contact Us Here:**

**EM2P2 Inc., 1163 East 40th Street, Cleveland, OH 44114**

**Tele: (\_\_\_) \_\_\_ \_\_\_\_**

**[info@CannaLnx.com](mailto:info@CannaLnx.com)**

**Effective Revision Date: 1/11/19**

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*HIPAA is a federal law that protects the privacy of identifiable patient information, requires electronic and physical security standards related to the storage and use of PHI, and establishes standard transactions and code sets to simplify billing and other electronic transactions. HIPAA standards were updated in 2009 by the implementation of the HITECH Act and again in 2013 by the HIPAA Omnibus Rule. In accordance with HIPAA standards, CannaLnx.com is HITECH and BAA certified, and has put in place measures to protect the confidentiality of health information in any form, whether written, oral, or electronic.*