



## TERMS OF USE

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The following terms and conditions govern your access to and use of the Website. If you do not agree to these terms, or if you do not agree with our Privacy Policy, please do not use the Website or any services offered by the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [Privacy Policy](#). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE COMPANY’S SERVICES, INCLUDING ITS WEBSITE, TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

This Website is offered and available to users who are 21 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with The Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.



The Company may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

The Company reserves the right to withdraw or amend this Website, and any service or material The Company provides on the Website, in its sole discretion without notice. The Company will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, The Company may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information in order to create an account. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions The Company takes with respect to your information consistent with our Privacy Policy.

### **Intellectual Property Rights**

The Website and its entire contents, features and functionality including but not limited to all text, content and documents of the Website, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Website, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the website, including the design, selection and



arrangement thereof (“the Content”) are owned by THE COMPANY, its licensors or other providers of such material and are protected by United States and international copyright, trademark, trade secret and other intellectual property or proprietary rights laws.

### **Limitations on Use**

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website. The Company grants you a non-exclusive, limited, personal, non-transferable, revocable license to access and use the Content without right to sublicense, under the following conditions: you shall not, without The Company’s express written consent: (a) copy, retransmit, modify, disseminate, display, perform, re-use, re-post, broadcast, circulate, or otherwise distribute the Content, or modify or re-use all or part of the Content, (b) use any tradename, trademark, or brand name of The Company in metatags, keywords and/or hidden text, (c) create derivative works from the Content or commercially exploit the Content, in whole or in part, in any way, and (d) use the Website, the Content, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to The Company, its licensees, or any third party referenced therein. The Company reserves all other rights. You shall not alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Content. Except as expressly provided herein, nothing on the Website shall be construed as conferring any license under The Company’s property rights, whether by estoppel, implication, or otherwise. Notwithstanding anything herein to the contrary, The Company may revoke any of the foregoing rights and/or your access to the Website, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

Without limiting the foregoing, The Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing The Company to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS The Company AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY The Company/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER The Company /SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.



## **Social Media Sites and Third Party Links**

From time to time, the Website may include features and functionality that allow you to interact with other sites that are not under THE COMPANY's control ("Linked Site"), including various social media websites ("Social Media Sites"). THE COMPANY provides these features, functionality and links to you only as convenience and is not responsible for the contents or transmission of any Linked Site or Social Media Site or for the terms of use or privacy practices of any Linked Site or Social Media Site. You should carefully read the policies of any site you visit. Also, in the event that you use any Social Media Site to comment upon THE COMPANY or any of its products, you agree that you will always clearly and conspicuously disclose any material connection you have with THE COMPANY (if any) or any consideration you may receive from THE COMPANY in connection with your comment (if any). Under no circumstances are you authorized to make any claim regarding THE COMPANY or any of its products on any Social Media Site regardless of any material connection you may have with THE COMPANY or your receipt of any consideration. If you make any claim regarding THE COMPANY or any of THE COMPANY's products on a Social Media Site in violation of the foregoing, you, and not THE COMPANY shall be the sole author of such claim and shall be solely liable therefore.

## **Content Standards**

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Promote any illegal or irresponsible use of narcotics.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.



- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and THE COMPANY's Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by THE COMPANY or any other person or entity, if this is not the case.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. THE COMPANY does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. THE COMPANY disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

### **Changes to the Website**

THE COMPANY may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and THE COMPANY is under no obligation to update such material.



## **Information About You and Your Visits to the Website**

All information THE COMPANY collects on this Website is subject to its Privacy Policy. By using the Website, you consent to all actions taken by The Company with respect to your information in compliance with the Privacy Policy.

## **Online Purchases and Other Terms and Conditions**

All purchases through THE COMPANY's site or other transactions for the sale of goods formed through the Website or as a result of visits made by you are governed by its Terms of Sale, which are hereby incorporated into these Terms of Use.

## **Geographic Restrictions**

The owner of the Website is based in the state of Arizona in the United States. THE COMPANY provides this Website for use only by persons located in the United States. THE COMPANY makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain states or countries. If you access the Website, you do so on your own initiative and are responsible for compliance with federal, state, and local laws.

## **Disclaimers**

You understand that THE COMPANY cannot and does not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.



YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The content of the Copperstate Farms web site, including text, graphics, images, information obtained from contributors and all other content, is offered on an informational basis only. **No content is intended to be a substitute for professional medical advice, diagnosis or treatment.** You should always seek the advice and guidance of a qualified health provider before:

1. Making any adjustment to any medication or treatment protocol you are currently using.
2. Stopping any medication or treatment protocol you are currently using.
3. Starting any new medication or treatment protocol, whether or not it was discussed on the Copperstate Farms web site.



## Purpose of Policy

East Valley Patient Wellness Group, Inc. and Holistic Patient Wellness Group, Inc. and Copperstate Farms Management, LLC (together with its affiliated companies, The Company) operates the Internet site located at [www.copperstatefarms.com](http://www.copperstatefarms.com) (the “Site”) in support of its ownership and operation of licensed marijuana facilities in Arizona in which such uses are permitted by local and State law. All marijuana products advertised on the Site are offered by the the Company facility solely in locations where and under conditions in which such products may be legally sold.

## Marijuana and Marijuana Product Disclaimer

Marijuana is a Schedule 1 Controlled Substance under the Controlled Substance Act (21 U.S.C. 802) (“CSA”) and the cultivation, distribution, and possession of marijuana is a crime under federal law. Keep all marijuana and marijuana products out of reach of children and animals. Intoxicating effects of marijuana and marijuana products may be delayed up to two (2) hours. Use of marijuana while pregnant or breastfeeding may be harmful. Consumption of marijuana and marijuana products impairs your ability to drive and operate machinery, please use extreme caution.

## Assumption Of Liability

You assume the risk of any-and-all damage or loss incurred as a result of your consumption of marijuana or marijuana products obtained from any The Company dispensary or store. Although the Site and employees of The Company at dispensaries and stores may provide information regarding the marijuana and marijuana products available from each The Company location, including but not limited to potency, pharmacologically active ingredients, source of cultivation, recommended uses and benefits, and all other descriptions or information (collectively “Marijuana Information”), such Marijuana Information should in no way be construed as medical advice. All Marijuana Information is provided for informational and educational purposes only and is not intended to be a substitute for medical advice under any circumstance. Always consult your primary care physician or other qualified healthcare provider prior to using marijuana or a marijuana product for treatment of a medical condition. Never disregard professional medical advice or fail to seek it following receipt of Marijuana Information from the Site or a The Company location where your use of marijuana is to treat a medical condition. The Company and each The Company location cannot guarantee the accuracy of any Marijuana Information provided on the Site; do not rely on such Marijuana Information.





## Acknowledgement

By accessing the Site and the services offered, you acknowledge that you have read and understand these legal disclaimers together with The Company's terms of service and privacy policy.

## **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS LICENSEES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Indemnification**

You agree to defend, indemnify and hold harmless THE COMPANY, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.



## **Governing Law and Arbitration**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule.

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE COMPANY'S SERVICES, INCLUDING ITS WEBSITE, TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

Except for disputes brought in small claims court, all disputes arising out of, relating to, or in connection with services, including the Website, shall be determined by arbitration in the City of Phoenix Arizona before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. If this arbitration provision is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the Superior Court of Maricopa County, Arizona. You hereby accept the exclusive jurisdiction of such court for this purpose.

IF YOU ARE A NEW USER OF THE SERVICES, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO [INFO@COPPERSTATEFARMS.COM](mailto:INFO@COPPERSTATEFARMS.COM) ("OPT-OUT NOTICE") OR VIA U.S. MAIL TO: Website Administrator 5090 N. 40<sup>th</sup> Street. Phoenix, AZ 85018. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU SIGNED UP FOR SERVICES FOR THE FIRST TIME, AS RECORDED BY THE SYSTEMS THAT TRACK SIGNUPS. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address associated with your Member account to which the opt-out applies to: [INFO@COPPERSTATEFARMS.COM](mailto:INFO@COPPERSTATEFARMS.COM). This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to



arbitrate, all other parts of these Terms of Use and Privacy Policy will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

BY AGREEING TO THESE TERMS OF USE, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED IN THIS SECTION).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona, although THE COMPANY retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver of by THE COMPANY of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of THE COMPANY to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, Privacy Policy, and the Terms of Sale constitute the sole and entire agreement between you and Holistic Patient Wellness Group and East Valley Patient Wellness with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

