

Terms of Use

Medical Emergency. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY DIAL 911

Welcome to Green Health Consulting (collectively, the "Company"). The following Terms of Use apply to your use of this website and the information and content available on www.greenhealthconsultants.com & www.greenhealth.consulting as well as your use of any interactive features on the website and user-submitted content (e.g., live chat, bulletin boards, forums, user discussion groups, etc.).

Company operates a website located at www.greenhealthconsultants.com and other related websites and mobile applications with links to these Terms of Use (collectively, the "site," "Company's website" or "this site"). We offer online services (the "Services") enabling our clients ("members") to report their health history and engage health care providers, ("Health Care Providers") to obtain nonemergency general medical education and advice regarding the use of medicinal cannabis and cannabinoid treatments. The following term and conditions (the "Terms of Use") form a binding agreement between you and us, whether or not you register and become a member or Health Care Provider (each, a "Registered User") or simply browse the site as a "Visitor", where "user(s)," "you" or "your" refers to the person accessing or using the site or Services. Registered Users and Visitors may be referred to collectively as "users". By visiting, registering for, posting content on, submitting information or materials to, accessing, reviewing and/or otherwise using our website, its information and content, and various interactive features (e.g., live chat, bulletin boards, forums, et cetera) you accept, without limitation or qualification, the following Terms of Use, which constitutes an Agreement between you and Company. We may change these terms from time to time. Please read and review these Terms of Use carefully before using this website. If you do not agree to these Terms of Use, you may not access or use the website.

As used in these Terms of Use, "Company" shall include www.greenhealthconsultants.com, its subsidiaries/affiliated/contracted entities, contracted physicians, physician assistants, nurse practitioners, other health care professionals, employees, and contractors, including any professional entity that may render services related to Company, and all of their subsidiary and affiliated entities and companies. Company may be referred to in these Terms of Use as "we," "us," "our" and "ourselves." Users of this website may be referred to in these Terms of Use as "users," "you" or "your."

1. Acceptance Procedure

By accessing or using our website and/or registering with Company, you agree with all of the terms and conditions of this Terms of Use. You agree to indemnify, defend and hold harmless Company, and each of their managers, members, officers, directors, shareholders, employees and agents, from and against all liabilities, losses, expenses, damages and actual costs (including actual attorney fees), resulting from any violation by you of these Terms of Use.

We reserve the right, at our sole discretion, to change the terms and conditions of these Terms of Use from time to time, and your continued use of our website constitutes your acceptance of and agreement to any changed terms and conditions. We will post any such changes in a timely manner, and draw your attention to any significant changes. These changes to the Terms of Use notwithstanding, this Terms of Use constitutes the entire agreement of you and Company as to these Terms of Use and is a complete integration of the Terms of Use agreement. Company's subsequent modifications of the Terms of Use, when published, shall be deemed the entire agreement of you and Company as to these Terms of Use and is a complete integration of the Terms of Use agreement as of the effective date set forth in any such revised terms.

2. Termination

By Company. Company reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate your registration(s) with or ability to access interactive features on the website (e.g., live chat, bulletin board/forums) and/or any other service, content, digital products, products or events, provided to you by Company, upon any breach by you of these Terms of Use or otherwise.

3. Modifications of the Website

Company may modify or discontinue any feature or service of the website, or any portion thereof, with or without notice to you and without liability to you or any third party.

4. Not Professional Medical or Healthcare Advice/Nature of Services

This site enables limited communication with a Health Care Provider. It does not replace your relationship with any physician, as the technology platform and not the provider of medical advice, does not dictate or direct any Health Care Provider using this site in their medical advice to you. Company is not an insurance product and is not a prescription fulfillment warehouse.

Users. It is your choice to receive a telehealth consult. For safe and effective care, you promise that all information you provide to Green Health Consultants is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that such information is not true, accurate or complete, we may deny or terminate your access to the site or Services (or any portion thereof). You acknowledge that any misrepresentations about your condition may result in serious harm to you or others. Consultants will be available to perform consultations via scheduled appointment times posted on the website and within the online scheduler. Health Care Providers reserve the right to deny care for potential misuse of services.

Register Users are required to set up an account prior to accessing such Services

("Account"). When you set up an Account, you are required to enter your name, email address, password ("password") and certain other information collected by Green Health Consultants depending on whether you are a member or Health Care Provider. You will also be agreeing to a separate contract with the Company. You may not transfer or share your Password or Account (collectively, the "Account Information") with anyone. You are responsible for maintaining the confidentiality of your Account Information. You agree to notify us immediately upon becoming aware of any unauthorized use of your Account Information or any other breach of security. You are responsible for any and all use of your Account. Notwithstanding the above, GREEN HEALTH CONSULTANTS may rely on the authority of anyone accessing your Account or using your Password and in no event and under no circumstances shall GREEN HEALTH CONSULTANTS be held liable to you for any liabilities or damages resulting from or arising out your use of the site, your use of Account information or your release of the Account information to a third party. You may not use anyone else's Account at any time.

You understand and agree that Health Care Providers are only providing limited nonemergent services and are not a substitute for seeking the advice of your primary care physician or other qualified health care professionals.

You understand that GREEN HEALTH CONSULTANTS is not a Health Care Provider and GREEN HEALTH CONSULTANTS does not provide medical, health or other professional services or advice. You understand that Health Care Providers are not employees of GREEN HEALTH CONSULTANTS and are not providing services on behalf of GREEN HEALTH CONSULTANTS, but instead are independent professionals solely responsible for the services each provides to you. GREEN HEALTH CONSULTANTS does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Health Care Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license.

This site is intended for use only by persons who are at least 18 years of age and with sufficient capacity to consent to these Terms of Use. For individuals who are under age 18, a parent or legal guardian must accept these System Rules and any related consent on his or her behalf.

You understand that your Health Care Provider may send you consultation notes, messages, reports and e-mails via the site regarding the treatment of your condition. Please immediately advise GREEN HEALTH CONSULTANTS of any errors in your consultation notes. It is your responsibility to monitor these messages, reports and emails. You agree that you will not hold us liable for any injury, loss, or claims of any kind resulting from your failure to read these messages or from your failure to comply with any treatment recommendations contained in these messages.

We may include a variety of information and content on our website, including articles, data, references, interactive community tools and advertising. This website also contains general information relating to medical and/or healthcare conditions, their treatment, and healthcare services and/or supplies. Additionally, physicians and other healthcare professionals may contribute such information and articles to the website.

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5. Medical Emergency. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY DIAL 911

6. Use of Website

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Notwithstanding any other rights or restrictions in these Terms of Use, you shall not use this website to: (1) transmit via or through the website, any information, data, text, images, files, links, or software except in connection with your authorized use of this website or otherwise in response to specific requests for information by us; (2) violate any laws, third party rights, or Company policies; (3) introduce to this website or any other computer or website viruses, worms, Trojan horses, and/or harmful code; (4) obtain unauthorized access to any computer system operated by Company or others; (5) impersonate any other person or create a false identity; (6) invade the privacy of any person or entity; (7) misrepresent the identity of a user of Company or use a false email address; (8) tamper with or obtain access to this website or any element of the website; (9) conduct fraudulent activities; (10) collect or harvest information regarding other users of the Company website for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial email; or (11) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature. You shall not create internet "links" to or from the Services or Site.

Further, you shall not (1) manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology; (2) probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems; (3) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (4) harvest or otherwise collect information about others, including e-mail addresses; or (5) use any robot, spider, scraper, or other automated or manual means to access this Website, or copy any content or information on this Website.

7. Content of Messages: Prohibited Conduct

You are expected to use the website and its interactive features (e.g., live chat, bulletin board/forums) with respect, courtesy and responsibility, giving due regard to the rights of other users as well as in compliance with all federal, state and local laws and regulations. Common sense is the best guide as to what is considered acceptable and appropriate use of Company and its services, interactive features and products.

The following are examples of content (in any form, including messages, text, graphics, video, programs or audio) and uses that, similar to the above, are unacceptable and prohibited, and you acknowledge and agree that you are strictly prohibited from posting or otherwise publishing any such material or conducting yourself in violation of any of the following:

- Material prohibited by or any conduct that violates any applicable federal, state, local or international law, rule, ordinance or regulation (illegal activity)
- Material protected by Copyright (Copyright Infringement) Material protected by
- Trademark (Trademark Infringement)
- Material protected by Trade Secret (Misappropriation of Trade Secret)
- Material subject to any third party proprietary rights, including the foregoing examples, and privacy and publicity rights (unless you are the owner of such rights or have permission from their rightful owner to transmit or post the material)

- Use an inappropriate member name/user identification of any kind. These examples are by no means intended to be exhaustive.
- Post or otherwise submit language or material that is unlawful, obscene, discriminatory, defamatory, libelous, threatening, harassing, abusive, hateful, harmful, vulgar, profane, sexually oriented (unless within the scope of the topic area of a message board as determined by us in our sole discretion), racially or ethnically offensive, or that encourages conduct that could be considered a criminal offense, give rise to civil liability of you, Company or others, violate any law or regulation, or which is otherwise objectionable or inappropriate. o Adult content/pornography Consumer fraud or any other fraudulent conduct, including a misrepresentation or misleading statement.
- Post advertisements or solicitations of business Unethical marketing practices.
- Chain letters, research studies, survey solicitations, junk mail, "trolling," "spamming," commercial or non-commercial solicitations, or bulk communications of any kind, including but not limited to distribution lists to any person who has not given specific permission to be included in such list.
- Tortious conduct/interference with a business relationship or contract. The website is to be used by you for your personal use only.
- Publish falsehoods or misrepresentations that could damage us or any third party.
- Impersonate another person or entity (whether actual or fictitious, including impersonating an employee or agent of Company) for any purpose.
- Encourage the medically unnecessary/recreational use of controlled substances or illegal drugs
- Material violating the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Standards for Privacy of Individually Identifiable Health Information (the HIPAA Privacy Rule) o Links to websites in contravention of any of the above. Financial gain (e.g., mass marketing) is strictly prohibited. Commercial uses of the website are strictly prohibited unless our prior written consent has been granted.

YOU ALONE ARE SOLELY RESPONSIBLE FOR THE CONTENT OF YOUR MESSAGES, POSTINGS AND MATERIALS, AND FOR ANY AND ALL CONSEQUENCES OF OR RELATING TO THE POSTING, TRANSMITTAL OR SUBMISSION OF SUCH MESSAGES AND MATERIALS.

COMPANY RESERVES THE ABSOLUTE RIGHT TO DETERMINE WHAT CONSTITUTES

INAPPROPRIATE ACTIVITY AND ABUSE OF WEBSITE PRIVILEGES, IN OUR SOLE DISCRETION. WE RESERVE THE RIGHT TO DELETE FROM THE WEBSITE ANY INAPPROPRIATE MATERIAL POSTED BY YOU AT ANY TIME. A SINGLE VIOLATION OR REPEAT INFRINGEMENT WILL RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION AND/OR WEBSITE PRIVILEGES.

Company will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person who violates these Terms of Use.

You understand that when using the Company website, you may be exposed to user postings, messages and submissions from a variety of sources, and that Company is not responsible for the accuracy, usefulness, offensiveness, safety, or intellectual property rights of or relating to such user submissions. Company does not endorse any user posting, message or submission or any opinion, recommendation, or advice expressed therein, and Company expressly disclaims any and all liability in connection with user postings, messages and submissions. You further understand and acknowledge that you may be exposed to user postings, messages and submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Company with respect thereto, and agree to indemnify and hold Company harmless to the fullest extent allowed by law regarding all matters related to your use of the website, as also discussed in Paragraph One, above and Paragraph 17, below.

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You understand that paid sponsorships and advertising may be used to supplement the information, content and materials available on Company’s website. Company is not responsible for the information, content, advertising, products, services or other materials made available by any third party that are advertised or otherwise distributed through the Company website and statements within such advertisements should not be attributed to Company. Company is not responsible for the content of any third-party sponsor’s or advertiser’s website to which Company links. In all cases involving materials available on or otherwise distributed through the Company website, the disclaimers, limitations of liability and other provisions of these Terms of Use shall apply. With respect to any other content, products, goods or services available on any third-party website, under no circumstances will Company be held responsible or liable, directly or indirectly, for any loss, injury or damage of any kind that is caused in connection with the use by you of, or reliance on, any such materials. You should direct any and all issues and concerns to such third party.

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By submitting information through Company’s website, you consent to receive email or telephonic communications from us. When you use Company or send emails to Company, you are communicating with Company electronically. Company will communicate with you by email, telephone or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing and/or sent by mail or other means.

Health Privacy Laws: Use by Covered Entities Strictly Prohibited

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Green Health Consultants
Subject: Copyright (or Other) Infringement
3184 Old Tunnel Rd., Ste. E
Lafayette, CA 94549

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Message Storage

Company assumes no responsibility for the deletion of or failure to store user postings, messages, submissions or e-mails.

Indemnification

You agree to indemnify and hold Company, their subsidiaries, affiliates, and each of their managers, members, officers, directors, shareholders, employees and agents harmless from any claim or demand made by any third party due to or arising out of your use of the website, the violation of these Terms of Use by you, or the infringement by you, or any other user of your registration (whether or not authorized), of any intellectual property or any other right of any person or entity.

Remedies for Breach of these Terms of Use by You

In the event that Company determines, in its sole discretion, that you have breached any portion of these Terms of Use, or have otherwise demonstrated conduct inappropriate for the website, Company reserves the right to (i) warn you via e-mail (to any e-mail address you have provided to Company) that you have violated these Terms of Use; (ii) delete any or all content provided by you or your agent(s) to the website; (iii) cancel/discontinue your registration(s) with the website; (iv) discontinue your subscription to any digital product, product, event, content, tool or service purchased through the website; (v) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities and agencies for further action; and/or (vi) take any other action which Company deems to be appropriate.

If your registration(s) with or ability to access the website and/or any other service, content, event, tool or digital product provided to you by Company is discontinued by company due to your violation of any portion of these Terms of Use or for conduct otherwise inappropriate for the website, then you agree that you shall not attempt to re-register with or access the website and/or any other digital product, content or service provided by Company, through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those digital products, products, events, content and services to which your access has been terminated, or subscription fees to the website overall.

We operate the Company's website from its offices within the State of California in the United States of America. The website can be accessed from any of the United States and from other countries worldwide. Since the laws of each State or country able to access the website may differ, by accessing the website both you and Company agree that the laws and regulations of the State of California, without regard to choice of law, conflict of law principles and/or long arm statute, will apply to all matters relating to use of our website. Any interactions between you and agents/contractors/employees of Company shall be deemed to have occurred in the State of California. Notwithstanding the foregoing, to the extent that any consultation(s) obtained through Company are subsequently determined to be outside of the State of California is agreed to be invalid and you will not rely upon any information/documents/statements arising out of such an interaction.

Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment

on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall take place in Contra Costa County, California.

Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR ATTEMPTED IN COURT (CONTRARY TO, AND IN VIOLATION OF THE ARBITRATION CLAUSE, ABOVE), WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND COMPANY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

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If any provision of these Terms of Use is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions.

Contacting us. If you have any questions or concerns about these Terms of Use or need to deliver to us updated information regarding your Account, please email us at info@greenhealthconsultants.com, call us at (925) 268-08666 or write to us at 3184 Old Tunnel Rd Suite E Lafayette, CA 94549. We will attempt to respond to your questions or concerns promptly after we receive them.