

## TERMS OF SERVICE

The website located at MonthLeaf.com (the “Site”) is a copyrighted work belonging to Vincent Marketing Services. (“Company”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. These Terms of Use (“Terms”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms. You may not access or use the Site or accept the Terms if you are not at least 21 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site.

**Disclaimer:** MonthLeaf is not a medical/recreational cannabis dispensary and does not itself provide cannabis to patients or customers. We do not deliver cannabis. We provide technology and information to make it easier for the customer to obtain cannabis from one of our third-party dispensaries. We do not claim to sell or deliver cannabis. All transactions initiated through our website are ultimately between you and the dispensary. We make no ultimate claims to the quality or quantity of cannabis provided by third party dispensaries. At times we may provide customer service as a courtesy and on behalf of the third parties. We may also provide packaging and basic technology support to third party dispensaries to assist in fulfilling orders initiated on our website.

### **Third Party Dispensary’s License:**

Medical Nonstorefront C9-18-0000004-TEMP

Adult-Use Nonstorefront C9-18-0000004-TEMP

Microbusiness C12-18-0000209-TEMP

License C12-18-0000017-TEMP

## **Access and Use of the Service**

**Services Description:** The Services are designed to facilitate transactions among our members and the dispensaries.

**Your Registration Obligations:** You are required to register with us in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. In addition, if you are under 21 years of age you are not permitted to use the Service.

**Login, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. We will not be liable for any loss or damage arising from your failure to comply with these obligations.

**Modifications to Service:** We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that we may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge

that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

## **Conditions of Use**

**Our Services May Not be Used by or for the benefit of Minors:** By using the Services, you represent and warrant that you are at least 21 years old, and that you will not facilitate any minor(s) in using our Services.

**User Conduct:** The Services are to be used only for personal use in compliance with applicable state and local laws. Your participation in using the Service is for your sole, personal use, as a member of our collective. You agree that you may not and shall not authorize others to use your account; that you may not and shall not assign or otherwise transfer your user account to any other person or entity; and that you may not and shall not share with or distribute to any third party any cannabis provided to you from or through us. By using the Service, you further agree that:

1. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service and its content;
2. You will provide us with whatever proof of identity reasonably requested for use of the Service;
3. You will at all times act in full compliance with the laws of the state of California pertaining to recreational cannabis

**Further Restrictions on User Conduct:** You are solely responsible for all images, information, data, text, graphics, or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by us. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the

Service, suspending or terminating the account of such violators and reporting you to law enforcement. You agree to not use the Service to:

1. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of MonthLeaf, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose us or our users to any harm or liability of any type;
2. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
3. violate any applicable local, state, national or international law, or any regulations having the force of law;
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. solicit personal information from anyone under the age of 21;
6. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

7. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
8. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
9. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**Fees:** To the extent the Service or any portion thereof is made available for any fee, you may be required to select a payment plan and provide us with information regarding your credit card or other payment instrument. You represent and warrant to us that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay us the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. In any such event, you hereby authorize us to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let us know within sixty (60) days after the date that we invoice you. We reserve the right to change our prices. If we do change prices, we will provide notice of the change on the Site or in email to you, at our option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. All sales of our services sold to you by us are final.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, sell, distribute or create derivative works based on

the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of MonthLeaf, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by us. The MonthLeaf name and logos are trademarks and service marks of us (collectively the "Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on the Service without our prior written permission in each instance. All goodwill generated from the use of the Trademarks will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will we be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that we do not have a duty to pre-screen content, but that we will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, we have the right to remove any content that violates these Terms of Service or is deemed by us, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Service:** With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant MonthLeaf and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to us are non- confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of MonthLeaf, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**Indemnity and Release:** You agree to release, indemnify and hold MonthLeaf and its affiliates and their officers, employees, directors, managers, and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does

not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

**Disclaimer of Warranties:** Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We make no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

**Limitation of Liability:** You expressly understand and agree that we will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. In no event will our total liability to you for all damages, losses or causes of action exceed the amount you have paid us in the last six (6) months, or, if greater, one hundred dollars (\$100). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

**Arbitration:** At our or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in San Francisco, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service.

The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

**Termination:** You agree that MonthLeaf, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. MonthLeaf may also in

its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be affected without prior notice and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Service.

**User Disputes:** You agree that you are solely responsible for your interactions with any other user in connection with the Service and we will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

**General:** These Terms of Service constitute the entire agreement between you and MonthLeaf and govern your use of the Service, superseding any prior agreements between you and us with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and MonthLeaf agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based

upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without our prior written consent, but we may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

## **Privacy Policy**

**Personal Information We Collect:** When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as “Device Information.”

We collect Device Information using the following technologies:

- “Cookies” are data files that are placed on your device or computer and often include an anonymous unique identifier.
- “Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information, email address, and phone number. We refer to this information as “Order Information.”

When we talk about “Personal Information” in this Privacy Policy, we are talking both about Device Information and Order Information.

**How We Use Your Personal Information:** We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to: Communicate with you; and screen our orders for potential risk or fraud

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

**Sharing Your Personal Information:** We share your Personal Information with our third-party dispensaries to fill your order. By law, they need your phone number, delivery address, and a valid form of ID.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

**Data Retention:** When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

**Changes:** We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons,

## **Violations / Questions**

Please use the “Contact” section of our Site to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service. This website is intended for California residents, and only residents of California are permitted to become a member of the MonthLeaf and receive any products from our partnered dispensaries.

The statements made regarding these products have not been evaluated by the Food and Drug Administration. The efficacy of these products has not been confirmed by FDA-approved research. These products are not intended to diagnose, treat, cure or prevent any disease. All information presented here is not meant as a substitute for or alternative to information from health care practitioners. Please consult your health care professional about potential interactions or other possible complications before using any product. The Federal Food, Drug and Cosmetic Act requires this notice.