

Terms and Conditions of Membership

LIFTED HEALTH & WELLNESS COLLECTIVE

- 1.) Members of the Lifted Health & Wellness collective (“LHWC”) must abide by all terms and conditions stated herein, at all times. Non-compliance with any term or condition will result in immediate cancelation of membership and loss of privileges. Further, authorized agents of LHWC retain the right to cancel membership for any reason, at any time.
- 2.) The patient/member agrees to abide by all applicable California laws, including but not limited to, the Compassionate Use Act of 1996 (“CUA”) Cal. Health & Safety Code §11362.5 (2013); the Medical Marijuana Program Act (“MMPA”) Cal. Health & Safety Code §11362.7; the Attorney General Guidelines for the Security and Non Diversion of Marijuana Grown for Medical Purposes, (August 2008); to ensure LHWC maintains compliance with all California Laws.
- 3.) The patient/member acknowledges that LHWC has other members all of whom have become verified members to cultivate medicine, for the exclusive use of the members, and/or provide other necessary duties on behalf of the collective. Authorized LHWC agents may reasonably compensate such members for their services rendered on behalf of the collective.
- 4.) The patient/member hereby acknowledges and authorizes LHWC to keep a copy of the patient/member’s Membership Agreement and physician’s recommendation, and any and all other attendant documents in connection with patient/member’s membership status, and to post and maintain such information at all designated locations within the State of California.
- 5.) The patient member agrees to reimburse LHWC for all reasonable costs and expenses incurred by the collective in connection, including without limitation all labor and administrative, and transportation costs, incurred in the manufacture, processing and delivery of the medication provided pursuant to this agreement.
- 6.) The patient/member acknowledges that while medical marijuana has been authorized by the people and legislature of the State of California, the federal government continues to regulate drugs through the Controlled Substances Act (“CSA”) (21 USC §811). Under federal law, Marijuana is classified as a schedule I drug, which means that the federal government views marijuana as highly addictive and without medical value.
- 7.) The patient/member acknowledges that it is a violation of these Terms and Conditions to sell or divert in any way the medication received to any other person and/or entity, and hereby represents/warrants that s/he will not engage in any such activities. The patient/member acknowledges that LHWC may immediately terminate this agreement in the event it suspects a member is violating this provision.
- 8.) The patient/member is informed of the significance to LHWC of the foregoing representations, and such representations are made with the intention that LHWC will rely on the same. The patient/member agrees to indemnify LHWC ,

and its employees, agents and representatives, as individuals, and to hold them harmless from and against any and all liability, damage, cost, or expense incurred on account of or arising out of:

- a. Any inaccuracy in the patient/member's declarations, representations and warranties set forth in this document or in any other declarations, representations and warranties in other communications to LHWC;
 - b. The disposition of any benefit that the patient/member will receive, contrary to the patient/member's foregoing declarations, representations and warranties; and
 - c. The patient/member consents to the indemnification of other members of LHWC; to the extent such indemnification is lawful, in accordance with the terms and conditions of the Bylaws.
- 9.) These Terms and Conditions shall be construed in accordance with and governed by the laws of the State of California.
- 10.) **Binding Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE TERMS OF THIS AGREEMENT, OR OTHERWISE RELATED TO THE COMPLIANCE BY EITHER PARTY WITH ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONETMPLATED HEREBY, SHALL BE SETTLED BY BINDING ARBITRATION IN SAN FRANCISCO COUNTY, CALIFORNIA. THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION, WHOSE RULES APPLICABLE TO COMMERCIAL DISPUTES SHALL BE IN FORCE, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED BY ANY COURT HAVING JURIDICITION THEREOF. ANY PARTY TO THIS AGREEMENT MAY SUBMIT TO ARBITRATION AND CONTROVERSY OR CLAIM HEREUNDER. THE PARTIES HERETO AGREE THAT SAN FRANCISCO COUNTY, CALIFORNA IS THE PROPER VENUE FOR THE ARBITRATION OF ANY DISPUTE AMONG THE PARTIES HERETO.**

LIFTED HEALTH & WELLNESS COLLECTIVE **MEMBERSHIP AGREEMENT**

Lifted Health & Wellness is a member based California collective, operating on a strictly not-for-profit basis. All prices are determined solely by the cost of production, consisting of reasonable compensation to patient/members for time, effort and reimbursement for proportional overhead expenses. Only individuals with valid California photo identification and a written recommendation for medical cannabis from a licensed physician may join, and receive medical cannabis from, the Lifted Health & Wellness collective.

By signing this membership agreement, the patient/member acknowledges and agrees that:

- a.) The patient/member is a qualified patient pursuant to the California Compassionate Use Act of 1996, (“CUA”), codified as Health & Safety Code 11362.5. The patient/member acknowledges that the Lifted Health & Wellness collective is relying upon the accuracy and completeness of the representations contained herein in complying with its obligations under the applicable state laws.
- b.) The patient/member has been given access to a full and complete copy of the terms and conditions of the Lifted Health & Wellness collective, and has utilized such access to their satisfaction, or waived the opportunity to do so, for the purpose of asking questions and receiving answers concerning the terms and conditions of membership in the Lifted Health & Wellness collective.
- c.) The patient/member appoints and designates Lifted Health & Wellness collective, and its representatives and agents, as their agent for purposes of assisting the patient/member in obtaining medical cannabis for the treatment of their medical condition, pursuant to California Health & Safety Code §§ 11362.775, 11362.765, and the California Attorney General Guidelines.
- d.) The patient/member hereby grants Lifted Health & Wellness collective all power and authority to cultivate, possess, transport, distribute and manufacture medical cannabis on my behalf. The patient/member further authorizes the Lifted Health & Wellness collective to possess their proportional share of the medicine until they have made arrangements to take custody of the medicine.

By reading and agreeing to the Lifted Health & Wellness membership agreement and Terms & Conditions, the patient/member acknowledges receipt of the Terms and Conditions form, and agrees to abide by all terms and conditions set forth within said form. The patient/member further acknowledges and understands that non-compliance with any term or condition will result in immediate cancellation of membership and loss of privileges, and that the authorized agents of the Lifted Health & Wellness collective retain the right to cancel membership for any reason, at any time.

MEDICAL RELEASE & IDENTITY CONFIRMATION

The patient/member hereby authorizes their treating physician, as required by the State and Federal Laws, including HIPPA regulations, to release their medical information concerning their diagnosis, condition, and/or prescription to the Lifted Health & Wellness collective and its duly authorized representatives. Furthermore, I acknowledge that my identity has been confirmed, in person, by a qualified Lifted representative.