

**Terms and Conditions, Liability Waiver, and Medical Release Agreement for
GoodCannaNow Virtual Health Platform.**

Welcome to the GoodCannaNow Virtual Health Platform. By accessing or using this platform, you agree to be bound by the following *Terms and Conditions*, *Liability Waiver*, and *Medical Release*. Please read this document carefully as it outlines important legal information about your use of this service.

The Terms and Conditions (“Terms”) describe how GoodCannaNow (“Company,” “we,” and “our”) regulates your use of this website <https://goodcannanow.com/> (the “Site”). Please read the following information carefully to understand our practices regarding your use of the Site. The Company may change the Terms at any time. The Company may inform you of the changes to the Terms using the available means of communication. The Company recommends you check the Site frequently to see updated Terms.

I. TERMS AND CONDITIONS.

1.1 Acceptance of Terms.

By using this platform, you agree to be bound by these terms and any applicable laws and regulations. If you do not agree with these terms, you should not access or use this platform.

1.2 Service Overview.

GoodCannaNow provides a platform allowing virtual medical consultations between an affiliated healthcare provider (“Provider”) and a prospective patient to evaluate whether patients may benefit from the use of medical cannabis. GoodCannaNow does not make clinical evaluations, approval of medical cannabis cards, certifications, recommendations, or other such authorizations to obtain medical cannabis (collectively, “Recommendation”), sell or distribute cannabis or any other medication.

1.3 Eligibility.

You must be at least Twenty-One (21) years of age to use this platform. It is your responsibility to provide accurate and truthful information during your consultation and at all other times. The Company does not knowingly collect personal data from persons under the age of Twenty-One (21). If you are under Twenty-One (21) years old, you may

not use the Site and may not enter into the Terms, even with the consent of a parent or guardian, under any circumstances.

1.4 User Responsibility.

You are responsible for ensuring that your use of medical cannabis complies with state and federal law. The Company makes no representations or guarantees about your ability to obtain, possess, or use medical cannabis. It is your responsibility to consult with your state's laws and regulations regarding the possession, use, sale, purchase and/or distribution of medical cannabis.

1.5 No Guarantee of Results.

GoodCannaNow's affiliated Providers provide evaluations and if warranted Recommendations, based on their professional judgment. A Provider's Recommendation does not guarantee that medical cannabis will be effective for your condition, or that you will be able to obtain medical cannabis under state laws. Further, any evaluation that results in a Provider's Recommendation that you may benefit from the use of medical cannabis does not guarantee that you will in fact be eligible to obtain, possess, or use medical cannabis pursuant to your state's law. Additionally, a Provider's Recommendation that you may benefit from the use of medical cannabis does not guarantee that the use of medical cannabis will be effective at alleviating pain, or any other medical condition.

1.6 Intellectual Property.

All content present on the Site including, but not limited to, text, code, graphics, logos, images, compilation, software used on the Site (hereinafter and hereinbefore the "Content"), is the property of the Company or its contractors and is protected by intellectual property laws that protect such rights. By accessing this site, You agree to not use any of the Content for your own purposes and acknowledge that you are prohibited from editing, modifying, or otherwise changing the Content. You may not publish,

transmit, modify, reverse engineer, participate in the transfer, or create and sell derivative works, or in any way use any of the Content.

1.7 Renewals.

Should a Provider make a Recommendation for your medical use of medical cannabis, there is a renewal date specified by the state. It is your responsibility to contact your Provider to assess the possible continuance of medical cannabis use beyond the term of the approval.

1.8 Termination of Access.

GoodCannaNow reserves the right to terminate or suspend access to its platform at any time for violations of these terms or any other reason deemed appropriate.

1.9 Confidentiality.

When using the Site, you shall be responsible for ensuring the confidentiality of your account, password, and other credentials, and for secure access to your device. You shall not assign your account to anyone. The Company is **not** responsible for unauthorized access to your account that results from misappropriation or theft of your account. The Company may refuse or cancel service, terminate your account, and remove or edit content.

1.10 Use of Services.

The Site allows you to use services available on the Site (the “Services”). By accessing the Site, You shall not use the Services for illegal purposes and affirmatively represent and declare that you are solely seeking to utilize the Services for your own personal use and not for the purposes of investigation for media or law enforcement purposes.

1.11 Site Maintenance and Payment Systems.

We may, at our sole discretion, set fees for using the Site for you. All prices are published separately on relevant pages on the Site.

1.12 Third Party Services and Links.

The Site may include links to other sites, applications, and platforms (hereinafter the “Linked Sites”). The Company does not control the Linked Sites, and shall not be responsible for the content and other materials of the Linked Sites. The Company makes these links available to you for providing the functionality or Services on the Site.

1.13 User Consent.

By posting, uploading, inputting, providing or submitting your information you are granting GoodCannaNow the right to use your Content in connection with the operation of GoodCannaNow’s business including, but not limited to, the rights to transmit, publicly display, distribute, publicly perform, copy, reproduce, and translate your Content; and to publish your name in connection with your Content. No compensation shall be paid with regard to the use of your Content. GoodCannaNow shall have no obligation to publish or use any Content you may send us and may remove your Content at any time. By posting, uploading, inputting, providing or submitting your Content you warrant and represent that you own all of the rights to your Content.

1.14 Indemnification Regarding the Site and Services.

By accessing the Site you agree to indemnify, defend and hold harmless the Company, its managers, directors, employees, agents, and third parties, for any costs, losses, expenses (including attorneys’ fees), liabilities regarding or arising out of your use or inability to enjoy the Site or its Services, violation of the Terms or violation of any rights of third parties, or any applicable Federal or State law. By accessing the Site, you acknowledge and understand that the Company makes no representations about the availability, accuracy, reliability, suitability, and timeliness of the Content contained on, and Services available on the Site. To the maximum extent allowed by the applicable law, all such Content and Services are provided on an “as is” basis.

1.15 Disclaimer of Warranties.

The Company *disclaims all warranties and conditions regarding this Content and Services, including warranties and provisions of merchantability, fitness for a particular use.*

To the maximum extent permitted by the applicable law, in no event shall the Company be liable for any direct, indirect, incidental, consequential, special, punitive damages

including, but not limited to, damages for loss of use, data or profits, in the connection with the use of the Site in the context of the inability or delay to enjoy the Site or its Services, or for any Content of the Site, or otherwise arising out of your use of the Site or Services, based on contract and/or other basis for liability or any other reason. If the exclusion or limitation of liability for damages, whether consequential or incidental, are prohibited in a particular case, you agree that to the maximum extent permitted by law, the exclusion or limitation of liability shall not apply to you.

II. **LIABILITY WAIVER.**

In consideration of the services provided to me by GoodCannaNow, I hereby agree to the following:

2.1 Release of Liability.

I, along with my heirs, assigns, successors, and representatives, voluntarily release, discharge, and hold harmless GoodCannaNow, its affiliated Providers, agents, officers, directors, employees, and affiliates from any and all claims, actions, liabilities, damages, or causes of action, whether known or unknown, arising out of or relating to:

- a. My use, possession, or distribution of medical cannabis, whether legal or illegal.
- b. The denial of my application for a medical cannabis Recommendation for any reason.
- c. Any effects or side effects resulting from my use of medical cannabis.

2.2 Assumption of Risk.

By accessing the Site and using the Services I acknowledge that medical cannabis is experimental, unconventional, and has **NOT** been approved by the FDA for the treatment of a debilitating medical condition.

I understand that the use of medical cannabis carries certain risks, including but not limited to the impairment of motor skills, cognitive abilities, potential risks to cardiovascular and pulmonary systems, dependency, negative interactions with other medications I may be taking, adverse impact on mental health, and potential legal consequences at the state and federal levels. I further acknowledge and agree that if I am

thinking about becoming pregnant or become pregnant, or am breastfeeding, I will contact my primary physician to discuss the health risks of using medical cannabis during the same due to the potential risks to the fetus and/or child. I agree to assume all risks associated with the use of medical cannabis, including but not limited to:

- a. Impairment of motor skills and cognitive abilities, and all health risks;
- b. Potential interactions with other medications or substances, such as alcohol;
- c. Legal consequences associated with the use, possession, or distribution of cannabis;
- d. Adverse employment or insurance actions; and,
- e. Any and all other negative consequences to myself or other associated with my use of medical cannabis.

2.3 Legal Compliance.

I acknowledge that while medical cannabis may be legal under state law, it remains illegal under federal law. I agree to comply with all state and federal laws governing medical cannabis, and I understand that GoodCannaNow is not responsible for any legal consequences I may face as a result of my use of medical cannabis. I further acknowledge my employer, or occupation may prohibit me from the use of medical cannabis notwithstanding my possession of a valid state Recommendation.

III. MEDICAL RELEASE.

By using the GoodCannaNow platform, Site and Services, I affirm that all health information provided during the medical evaluation, including but not limited to medical history, current conditions, medications, and any other relevant health data, is true, accurate, and reflects the most recent and up-to-date information available to me. I further acknowledge that failure to provide truthful and accurate health information may result in improper medical assessments and recommendations, and I assume full responsibility for any consequences arising from the submission of incomplete, false, or outdated information. I further acknowledge and consent to the following:

3.1 Consent to Telemedicine and Evaluation.

I agree to participate in a telemedicine evaluation. I acknowledge that prior to my evaluation I will receive:

1. The name, Louisiana medical license number and contact information [address, telephone number(s)] of the physician;
2. the physician's specialty or area of practice;
3. how to receive follow-up and emergency care;
4. how to obtain copies of medical records and/or insure transmission to another medical provider;
5. how to receive care in the event of a technology or equipment failure; and
6. notification of privacy practices concerning individually identifiable health information, consistent with state and federal laws and regulations.

I further acknowledge:

During the telehealth consultation: (1) details of my medical history, examinations, x-rays, other imaging, and tests, may be discussed with me or other health professionals through the use of interactive video, audio, and telecommunication technology; (2) a physical examination may take place; (3) telehealth will occur primarily through interactive audio, video, telephone, email and/or other data communications. If one form of technology fails in the course of a telehealth session, an alternate form of communication may be utilized by the medical provider.

I further acknowledge that all existing laws regarding your access to medical information and copies of your medical records apply to this telehealth consultation. Please note, not all telecommunications are recorded and stored. Additionally, dissemination of any patient-identifiable images or information for this telehealth interaction to researchers or other entities shall not occur without your consent.

I further acknowledge that reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with the telehealth consultation, and all existing confidentiality protections under federal and Louisiana state law apply to information disclosed during this telehealth consultation.

I further acknowledge that I may withhold or withdraw consent to the telehealth consultation at any time without affecting my right to future care or treatment, or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. I agree to notify GoodCannaNow if choose to withdraw from telehealth.

I acknowledge that there are benefits to telehealth, but also risks and consequences including, but not limited to, the possibility, despite reasonable efforts on the part of the medical professional, that: (1) the transmission of my personal information could be disrupted or distorted by technical failures; (2) the transmission of my personal information could be interrupted or accessed by unauthorized persons; and/or, (3) the electronic storage of my personal information could be accessed by unauthorized persons.

By providing contact information to GoodCannaNow, I consent to being contacted at the phone number, email address and physical location provided and affirm that such contact information is my own and I am responsible for maintaining the confidentiality and privacy of such communications.

I consent to undergo a medical evaluation by a licensed Provider affiliated with GoodCannaNow. I understand that this evaluation will assess whether I may benefit from the use of medical cannabis. I acknowledge that the decision to Recommend medical cannabis is at the sole discretion of the evaluating Provider. I understand the evaluating Provider is not my primary care physician and is only reviewing my medical information for the purposes of determining whether a Recommendation for medical cannabis is appropriate based on the specific information I have provided. I agree that I must obtain a primary care physician for all other medical diagnoses and treatments.

3.2 No Guarantee of Recommendation.

I understand that GoodCannaNow's affiliated Providers may decide not to recommend medical cannabis based on their professional judgment. A Recommendation for medical cannabis is not guaranteed and is subject to the Provider's medical evaluation of my condition.

3.3 No Guarantee of Effectiveness and Adverse Reactions.

I acknowledge that a Recommendation for medical cannabis is not a guarantee that medical cannabis will be effective in treating my condition. I understand that medical cannabis may not alleviate my symptoms or provide relief, and I assume full responsibility for any risks associated with its use. I further acknowledge and understand that there may be medical risks associated with using medical cannabis, including, but not limited to, dependency, adverse impact on pulmonary and cardiovascular systems, motor performance, interactions with other medicines, including but not limited to, anti-coagulants, blood thinners, drug dependency, anti-psychotics, anti-depressants, and other medical risks not identified herein. Additionally, I acknowledge that the use of medical cannabis is not recommended during pregnancy or breastfeeding. I acknowledge that medical cannabis may have an adverse effect on cognitive functions including memory, executive functions and attention and mental health issues. I acknowledge that I have or will discuss all potential risks with my current primary care physician as well as GoodCannaNow's affiliated Provider prior to utilizing medical cannabis.

3.4 Disclosure of Medical Information.

By accessing this Site and utilizing its Services, you authorize GoodCannaNow and its affiliated Providers to access and review your medical records as necessary for the purpose of conducting an evaluation. By accessing this Site and utilizing its Services, you understand that this information will be kept confidential in accordance with HIPAA regulations. By accessing this Site and utilizing its Services, you understand and acknowledge that by providing your information, GoodCannaNow will transmit that information to an affiliated Provider and you authorize and consent to the same. Further, if your Provider determines that you qualify for a Recommendation, your medical information will be transmitted to a pharmacy or dispensary and you consent to the same.

3.5 No Employer or Insurance Liability.

By accessing the Site and using its Services, you acknowledge that your employer or insurance provider may not recognize or accommodate your use of medical cannabis, even if you have a Recommendation and are authorized to use medical cannabis by the State. You release GoodCannaNow from any and all liability related to employment or insurance coverage issues resulting from your use of medical cannabis. You further

acknowledge that your Provider cannot provide any additional employment letters or documentation for your condition.

3.6 Responsibility for Renewals.

If you receive a medical cannabis Recommendation, you understand and acknowledge that your certification is valid for a limited period as determined by state law. You are responsible for scheduling and attending follow-up evaluations to renew your Recommendation.

3.7 Patient Acknowledgment and Disclosure.

By accessing the Site and using the Services, you hereby acknowledge and agree that you have been fully informed of the following:

- a. Accurate Representation: I am required to provide truthful and accurate information regarding my medical condition(s) when seeking medical cannabis treatment from a Provider.
- b. Legal Implications: I acknowledge misrepresenting my medical condition for the purpose of obtaining medical cannabis is a violation of both federal law and state law.
- c. Criminal Consequences: I further acknowledge that any deliberate misrepresentation of a medical condition to obtain medical cannabis may result in criminal punishment under applicable federal and state laws.

I further acknowledge, understand, and agree that:

- a. Verification: A Provider may verify my medical information with other healthcare providers or relevant authorities to ensure compliance with applicable laws and regulations and I consent to the same.
- b. Reporting Obligations: A Provider is obligated to report any suspected misrepresentation to the appropriate legal authorities and I consent to the same.
- c. Termination of Services: Any evidence of misrepresentation may result in immediate termination of medical cannabis services provided by a Provider.

3.8 Effects of Medical Cannabis and Safe Storage.

By accessing the Site and using the Services, you agree to the following: I acknowledge that the use of medical cannabis can affect coordination, motor skills, and my ability to think, judge, and reason. I understand and acknowledge that while under the effects of medical cannabis – and while using medical cannabis – I should not operate a motor vehicle, heavy machinery, or engage in any conduct or activities that require me to be alert, vigilant, and/or react rapidly. I further understand and acknowledge that if I operate and/or drive a motor vehicle while under the influence of medical cannabis, I may be arrested and charged for “driving under the influence” and/or operating a motor vehicle under the influence. Moreover, I understand that I must store medical cannabis in a secure place so as to limit its exposure to children or others.

3.9 Approval by United States Food and Drug Administration (“FDA”).

By accessing the Site and using the Services you acknowledge that medical cannabis is experimental, unconventional, and has **NOT** been approved by the FDA for the treatment of a debilitating medical condition.

3.10 Termination of Use.

By accessing the Site and using the Services:

- a. I acknowledge that my Provider, shall refuse to prescribe, re-prescribe, or will terminate my Recommendation for medical cannabis if the Provider determines, becomes aware, knows, or should know that:
- b. I do not qualify as a candidate for the use of medical cannabis under the conditions and limitations prescribed by this Section or applicable law;
- c. I fail to demonstrate a clinical benefit from the use of medical cannabis; and/or
- d. I have engaged in diversion, excessive use, misuse, or abuse of medical cannabis or have otherwise consumed or disposed of medical cannabis other than in compliance with the directions and indications for use given by the Provider.

IV. GENERAL PROVISIONS.

4.1 Governing Law.

These Terms and Conditions, Liability Waiver, and Medical Release Agreement shall be governed by and construed in accordance with the laws of the state in which GoodCannaNow operates, without regard to its conflict of law provisions. No joint venture, partnership, employment, or agency relationship shall be implied between you and the Company as a result of the Terms or use of the Site. Nothing in the Terms shall be a derogation of the Company's right to comply with governmental, court, police, and law enforcement requests or requirements regarding your enjoyment of the Site.

4.2 Severability.

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.3 Entire Agreement.

This document constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, related to the use of the GoodCannaNow Medical Cannabis Virtual Platform, the Site, and Services.

By using the GoodCannaNow platform, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, Liability Waiver, and Medical Release Agreement.

This form serves as a legal agreement governing your use of the virtual platform, Site, and, Services, you must agree to all terms and conditions before accessing GoodCannaNow's services.