



Higher.Health Membership Agreement

Terms & Conditions for Membership in the Collective

You are advised to research cannabis as medicine, and consult with your doctor (and any legal authority you see fit) as to the dosage and frequency of medication. You are responsible for following these guidelines. You are responsible to use and not to abuse the medicine. If we have any indication that you are abusing the medicine, we will refuse service.

AS A CONDITION OF JOINING THE HIGHER.HEALTH COLLECTIVE AND ENTERING OUR ONLINE FACILITY, AND/OR BY REQUESTING AND/OR RECEIVING A DELIVERY, AND/OR BY UTILIZING SUCH MEDICINE/HERBAL CANNABIS AND RELATED PRODUCTS AS YOU MAY OBTAIN, YOU, YOUR HEIRS, AND THOSE WITH YOU EXPRESSLY AND FOREVER DISCLAIM THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. USE AT YOUR OWN RISK BOTH MONETARILY AND HEALTHWISE.

Any product obtained from our online facility and/or by delivery, as medical purity so requires, all transactions are final. The cannabis and related products are offered solely on an AS IS BASIS with no warranty whatsoever.

Patients understand that cannabis may impair a person's ability to drive a vehicle or operate machinery.

Patients understand that loitering on or around a dispensary is prohibited by Cal. Penal Code Diversion of Marijuana for Non-Medical purposes is a violation of state law. Please leave your friends, even fellow patients, at home, and NEVER in your car waiting for you.

Diversion of Cannabis for Non-Medical purposes is a violation of the Compassionate Use Act.

Any member of law enforcement who is a bona fide patient must disclose that fact that he/she is a member of law enforcement. Otherwise, by entering our online facility, and/or by requesting and/or receiving a delivery, you promise, state and affirm, under penalty of perjury under the laws of the State of California, that you are not a member of, affiliated with, nor employed by any law enforcement department, entity, or agency.

Management reserves the right to refuse service to anybody at any time for any reason or no reason whatsoever.

As a condition of entering our online facility, and/or by requesting and/or receiving a delivery, and/or utilizing such medicine/herbal cannabis and related products as you may obtain, you, your heirs and those with you expressly and forever waive any and all claims now known, or discovered at any time in the future due to, related to or arising from your use of cannabis or any other product, herb, food, oil, or concentrate you may obtain from our facility.

As a condition of entering our online facility, and/or by requesting and/or receiving a delivery, and/or by utilizing such medicine/herbal cannabis and related products as you may obtain, you, your heirs and those with you expressly and forever release our collective, its owners, landlord, operators, managers, employees, agents, attorneys, growers, providers, wholesalers, officers, directors, members, from and against any and all lawsuits, alter-ego lawsuits, demands, charges, or claims with reference to the strength, potency, purity, toxicity, appropriateness for your condition of any cannabis and related products you may obtain at our facility; further, that you knowingly waive the provisions of Civil Code Section 1542 which states in patient part that "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

As a condition of entering our online facility, and/or by requesting and/or receiving a delivery, and/or by utilizing such medicine/herbal cannabis and related products as you may obtain, you, your heirs and those with you expressly and forever waive any and all claims now known, or discovered at any time in the future due to, related to or arising from your storage or handling of cannabis or any product, herb, food, oil, or concentrate you may obtain at our facility.

KEEP ALL MEDICINE FAR AWAY FROM CHILDREN OR ANYONE ELSE, UNDER LOCK AND KEY. ANY DEVIATION FROM THIS RULE IS DONE AT THE SOLE RISK AND RESPONSIBILITY OF THE PATIENT.

You agree not to use the medical cannabis you obtain from our online facility, and/or by delivery, for social or casual cannabis use, but only for the medical condition for which it was recommended by your doctor. You also agree not to give, trade, sell or provide anyone else access to your medical cannabis.

YOU AGREE THAT AS A CAREGIVER/PATIENT/MEMBER OF OUR COLLECTIVE, YOU WILL ABIDE BY THESE RULES AND REGULATIONS AND THE FOLLOWING TERMS:

1. I have been diagnosed with one or more serious medical condition(s) for which cannabis provides relief and I have received approval in the form of a recommendation from my licensed California physician.
2. I understand my contributions for medicinal cannabis and related products I may acquire from this Collective are used to ensure continued operation and that this transaction in no way constitutes commercial promotion.
3. The monies I pay are to help the Collective to continue to operate, to maintain employees and a location and the associated costs and expenses of providing its members with medicinal cannabis for their medical needs.
4. The collective may cultivate, obtain, transport and possess cannabis on my behalf.
5. I authorize the collective to contact, and I authorize my recommending physician to verify to the collective, the authenticity of my recommendation for medical cannabis use. See Below.
6. I desire and agree to rely upon the collective as my exclusive provider for medical cannabis and medical cannabis products.
7. I agree that I consistently rely upon the collective as the exclusive source of my cannabis medicine.
8. This designation shall remain in effect for 12 months, until the expiration of my recommendation, or until I revoke my designation in writing by certified mail, return receipt requested, whichever comes first.
9. I agree to abide by this Higher.Health Membership agreement and will abide by the policies and procedures regarding the sponsorship of new patients into the Collective. I acknowledge that failure to so abide may result in suspension of my account and/or expulsion from the Higher.Health Collective.

I have read and agree to these rules, regulations, terms and conditions of Membership in the Higher.Health Collective.

MEDICAL CANNABIS HEALTH INFORMATION PRIVACY WAIVER

I have the right to privacy of my health-related information. I hereby authorize the use and disclosure of the medical information contained in the medical recommendation of my physician for medical cannabis, for confirmation with the doctor by the collective, from time to time. I also understand a copy of my record will be kept by the collective on file. I understand that the collective's policy on privacy is to not disclose the name and identity of any patient other than in the course of confirmation of the recommendation. I understand that I may have extra protection under California and Federal law as to my information; however, I expressly authorize the use and storage of this information in accordance herewith. I understand I may revoke my authorization in writing at any time and that the collective will then maintain a record, but block out my name. I understand I am under no obligation to sign this form; however, in order for the collective to provide access to medical cannabis to me, and at my own special request and instance, I grant the right to inspect or copy this authorization, and my file to the collective. I understand that there is the possibility of re-disclosure of information in the course of confirming my recommendation. This authorization shall terminate on the termination of my medical recommendation unless terminated sooner in writing by me. I have had an opportunity to review this form and I confirm it accurately reflects my wishes.