

TERMS AND CONDITIONS
FOR
THE USE OF OUR SITE
AND
THE ONLINE SALE OF GOODS AND SERVICES

Updated October 1, 2021

Thank you for visiting our site. By placing an order for goods or services from this website or otherwise using this website (the "services"), you are agreeing to be bound by these Terms and Conditions (the "terms"). By agreeing to the terms of service you are entering into a binding contract. This contract applies to the use of, purchase and sale of products and services through www.cultivatecali.com (the "Site"). These Terms are subject to change by Charlie Mike Inc., a California corporation dba Cultivate Aptos, dba Cultivate Watsonville, dba Santa Cruz Veterans Alliance (referred to as "Cultivate", "SCVA", "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

Commented [NN1]: Include all DBAs associated with Charlie Mike Inc.

PRIOR TO GAINING ADMISSION TO OUR SITE, YOU WERE PRESENTED WITH A HYPERLINK TO THESE TERMS AND CONDITIONS. AS A CONDITION OF ENTERING OUR WEBSITE, YOU AGREED TO AND ACKNOWLEDGED YOUR REVIEW AND ACCEPTANCE OF THESE TERMS AND CONDITIONS WHICH GOVERN YOUR USE OF OUR SITE AND CONTAIN IMPORTANT INFORMATION RELATED TO YOUR RIGHTS.

WE STRONGLY URGE YOU TO BOOKMARK THESE TERMS AND CONDITIONS WITHIN YOUR WEB BROWSER AND PERIODICALLY REVIEW THEM FOR CHANGES. IF YOU DO NOT WISH TO AGREE TO THESE TERMS AND CONDITIONS, WE RESPECTFULLY REQUEST THAT YOU DISCONTINUE THE USE OF OUR SITE.

1. Duty to Review Before Using Our Site. This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that apply to you as a user of any portion of our site. Please read it carefully.

THE TERMS OF SERVICE REQUIRE THAT ANY DISPUTE OR CLAIM BETWEEN YOU AND US BE RESOLVED EXCLUSIVELY THROUGH BINDING INDIVIDUAL ARBITRATION. BY AGREEING TO THESE TERMS OF SERVICE YOU ARE EXPRESSLY WAIVING AND RELINQUISHING THE RIGHT TO INITIATE OR PARTICIPATE IN A

LAWSUIT AGAINST US. YOU ARE ALSO WAIVING AND RELINQUISHING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR A CLASS-WIDE ARBITRATION.

YOU MAY NOT USE OUR SITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE YOUNGER THAN 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

2. **Compliance With Applicable Law.** Compliance with applicable law is important to us. We are strictly regulated by state laws, and recognize the legal disconnect between state cannabis laws and the federal designation of cannabis as a Schedule I controlled substance through the Controlled Substance Act (21 U.S.C. 802) (“CSA”).

(a) You are hereby advised that the use and possession of cannabis may be enforced as a violation of the CSA. In connection with your use of our site, you, together with us, accept the risks of enforcement of the Controlled Substances Act.

(b) By and through the use of our Site, including placing an order for goods or services, you affirm and certify that you are of legal age to enter into this agreement, that your use of cannabis is permitted by state law, and that you accept and agree to be bound by these terms and conditions. You further affirm that if you are accessing Our Site to place an order on behalf of an organization or company, that you have the legal authority to bind any such organization or company to these terms and conditions.

(c) You further agree that you will reasonably assist us in our continuing efforts to comply with Applicable Law. Your reasonable assistance may include, but is not limited to, providing valid identification when requested, providing a valid physician’s recommendation when applicable, allowing us to record you while onsite in any of our stores, allowing us to record your personal information prior to admittance to any of our stores or prior to completing an online order, allowing us to produce records related to customer transactions or video footage in response to any government order, court order, or subpoena.

You are hereby advised of Section 15404 OF TITLE 4 OF THE CALIFORNIA CODE OF REGULATIONS (“CCR”) WHICH STATES, A LICENSED RETAILER SHALL ONLY SELL ADULT-USE CANNABIS GOODS TO INDIVIDUALS WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE AFTER CONFIRMING THE CUSTOMER’S AGE AND IDENTITY BY INSPECTING A VALID FORM OF IDENTIFICATION PROVIDED BY THE CUSTOMER. A LICENSED RETAILER SHALL ONLY SELL MEDICINAL CANNABIS GOODS TO INDIVIDUALS WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND POSSESS A VALID PHYSICIAN’S RECOMMENDATION AFTER CONFIRMING THE CUSTOMER’S AGE, IDENTITY, AND PHYSICIAN’S RECOMMENDATION. ACCEPTABLE FORMS OF IDENTIFICATION INCLUDE: (A) A DOCUMENT ISSUED BY A FEDERAL, STATE, COUNTY, OR MUNICIPAL GOVERNMENT, OR A POLITICAL SUBDIVISION OR AGENCY THEREOF, INCLUDING, BUT NOT LIMITED TO, A VALID MOTOR VEHICLE OPERATOR’S LICENSE,

THAT CONTAINS THE NAME, DATE OF BIRTH, HEIGHT, GENDER, AND PHOTO OF THE PERSON; (B) A VALID IDENTIFICATION CARD ISSUED TO A MEMBER OF THE ARMED FORCES THAT INCLUDES THE PERSON'S NAME, DATE OF BIRTH, AND PHOTO; OR (C) A VALID PASSPORT ISSUED BY THE UNITED STATES OR BY A FOREIGN GOVERNMENT. (4 CCR § 15404).

3. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

4. Prices, Payment Terms, Refunds, and Exchanges.

(a) Prices posted on this Site may be different than prices offered by us at our physical store locations. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for delivery and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, we may require payment of cash for all purchases. You represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use your chosen payment method for the purchase, (iii) charges incurred by you will be honored by your credit card company (if applicable), and (iv) you will pay charges incurred by you at the posted prices, including delivery and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

(d) For a limited time determined by us, we may offer exchanges for some cannabis accessories or apparel goods you purchase from us, provided they remain in their original and perfect saleable condition. No refunds will be issued for ALL cannabis products and all sales are final. Call the nearest Cultivate retail store for current exchange details. Note that all sale items are final sale and cannot be exchanged. No refunds are permitted on sale items, nor on items that cannot be resold in perfect, unused condition.

Commented [NN2]: To be revised based on refund/exchange policy.

5. **Delivery and Related Authorizations.** The following apply if you have elected to have goods delivered.

(a) Any delivery address you provide to us (i) will not be an address located on publicly owned land or any address on land or in a building leased by a public agency; (ii) will not be land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with the applicable tribal law; (iii) will be land which you are authorized to use to receive cannabis goods; (iv) will appear as a physical address on standard GPS systems; and (v) will be within the state of California. Please check the individual product and store pages for specific delivery options.

(b) You will pay all delivery and handling charges specified during the ordering process. Such charges may include the costs we incur in the processing, handling, packing, shipping, and delivery of your order as well as related fees.

(c) At the time of delivery, you will present valid photo identification and or valid physician's recommendation(s) as required by applicable law.

(d) Delivery times are estimates only and cannot be guaranteed. We are not liable for any delays in delivery.

(e) You represent and warrant that any cannabis goods which are purchased for delivery are for use by you and you alone, and you will not resell, share, or provide the cannabis goods to any other person.

6. **Express Consent to Call, Text, or Email.**

(a) By providing a telephone number in connection with any orders you place through our site, you expressly authorize us to deliver to you, or cause to be delivered to you, called advertisements or telemarketing messages using an automatic telephone dialing system or an artificial or prerecorded voice or text message ("**Telemarketing**"), to the phone numbers you provide. You represent, and warrant that any phone number you provide to us is owned solely by you and is shared with no other person. You fully indemnify us for Telemarketing placed to the phone number you provide. The Telemarketing you agree to receive includes calls and text messages related to order status, marketing, advertisements, and promotions run by us. Standard call and text messaging charges applied by your phone company will apply to any calls and text messages you receive. If you later wish to opt out of the Telemarketing, you may text "STOP" from the mobile device receiving the messages to the phone number you received the messages from. You may also email or call us at info@cultivatecali.com or (831) 419-3863]. In the event you elect to opt-out of Telemarketing to your telephone number, you may receive an additional message confirming your election. Cultivate does not warrant that the Telemarketing service controlling messages to your telephone number will be uninterrupted or error free.

(b) By providing your email address to Cultivate via the website or in person at a Cultivate retail store, you are consenting to receiving marketing communications from Cultivate until you opt out. You can opt out of marketing communications at any time

Commented [NN3]: To be revised based on marketing service's opt-out word.

by sending your request to info@cultivatecali.com in accordance with the rules published in our <https://www.cultivatecali.com/privacypolicy>

Note that opting out may prevent you from receiving email messages regarding updates, improvements, or special offers.

Note that if you provide your email address to Cultivate, you consent to receive service messages (“Service Messages”) from Cultivate, which includes notices about Cultivate’s communications, your inquiries to Cultivate, your transactions, and other notices, including notices required by law, in lieu of postal mail. You may not opt out of Services Messages, since Cultivate may be legally required to inform you of important facts.

(c) You represent and warrant that any phone number which you provide to us does not appear on the National Do Not Call Registry (www.donotcall.gov) and that you will notify us no later than thirty (30) days prior to your registering of such phone number on the National Do Not Call Registry.

(d) You represent and warrant that any phone number which you provide to us will continue to be owned and operated by you, and that you will promptly notify us upon relinquishing such phone number.

(e) You acknowledge and agree that your failure to advise us of your desire to opt-out of Telemarketing, your registration of a provided phone number on the National Do Not Call Registry, and/or your relinquishing of a provided phone number may subject us to significant liability. Accordingly, you agree to fully indemnify us against any action, claim, allegation, or controversy concerning a phone number you provided, with counsel of our choosing and prior to our suffering any judgment or final order.

7. Account Information. You must create an account and provide certain information about yourself (become a “Member”) in order to use some of the features that are offered through the Site. You can create an account for some services on the Site, or by visiting a Cultivate retail store. Some Services may also be available via a social login from your authorized social networking service account (Facebook or Google or Instagram or similar “social networking” services, each an “SNS”). If you wish to access the Service via your SNS credentials, you must have a valid account on the SNS through which you connect to the Services, which will then enable you to complete registration on the Services. Your membership account gives you access to the Services and functionality that we may establish and maintain from time to time and at our sole discretion. You may use your account settings to control your Member profile.

When you sign up to become a Member, you must complete the registration process by providing the complete and accurate information requested on the registration forms. You may also be asked to provide your email address and/or phone number, as well as choose a username and password. Member accounts are limited to one account per person. You may not create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple Member accounts. Additionally, you may not impersonate someone else.

You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, password, or personal information of someone else at any time. You agree to notify Cultivate immediately of any unauthorized use of your account, username, or password. You are solely responsible for any and all use of your account, and the activity that occurs on your account.

Cultivate shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by the Cultivate, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

8. Limitation of Liability. WE HAVE BEEN GIVEN ASSURANCES OF PRODUCT SALABILITY, MERCHANTABILITY, AND COMPLIANCE FROM THE MANUFACTURERS AND/OR DISTRIBUTORS OF THE GOODS SOLD ON OUR SITE. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE GOODS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to liability resulting from our gross negligence or willful misconduct.

9. Goods Not for Resale or Export. You represent and warrant that you are buying goods or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the State of California.

10. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy*, <https://www.cultivatecali.com/privacypolicy> governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

11. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor

disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. Governing Law and Jurisdiction. This Site is operated from the state of California, United States of America. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

13. Dispute Resolution and Binding Arbitration.

(a) BY USING OUR SITE TO ORDER, YOU, ALONG WITH US, ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF GOODS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING INDIVIDUAL ARBITRATION. BY AGREEING TO THESE TERMS OF SERVICE YOU ARE EXPRESSLY WAIVING AND RELINQUISHING THE RIGHT TO INITIATE OR PARTICIPATE IN A LAWSUIT AGAINST US. YOU ARE ALSO WAIVING AND RELINQUISHING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR A CLASS-WIDE ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 13. (The AAA Rules are available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees under the law, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You agree that any arbitrated dispute between you and us will be on an individual basis. In any dispute, **NEITHER YOU NOR US WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

14. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 14 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

15. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices.

(a) **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide, (ii) sending a text message or phone call to the number you provide subject to these Terms, or (iii) by posting to the Site. Notices sent by email or text will be effective when we send the message and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current and check it regularly for emailed notices, and to check our Site regularly for posted notices.

(b) **To Us.** To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier, or certified mail to:

Charlie Mike Inc.
7887 Soquel Dr.
Aptos, California 95003

We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by certified mail will be effective five (5) business days after they are sent.



17. Severability. If any provision of these Terms is invalid, illegal, void, voidable, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. These Terms will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

19. Accessibility. You acknowledge and agree that you are accessing our site for the primary purpose of obtaining state-legal cannabis goods which may be of a medical nature. If you have any difficulty accessing our Site you agree to reach us by phone or email in order to assist you remotely just as we would if you were a customer in our store prior to escalating any accessibility issue.

20. California User Notice. Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

21. Proposition 65 Warning. You are advised not to complete a transaction on our website should you have questions or concerns related to the chemicals found in the goods that we sell. You acknowledge reviewing the following warnings prior to completing any transaction with us:

	WARNING: Inhalation of cannabis flower and vapable cannabis oil can expose you to chemicals including cannabis (marijuana) smoke and Δ 9-tetrahydrocannabinol, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
	WARNING: Consuming edible cannabis products can expose you to chemicals including acrylamide, which are known to the State of California to cause cancer and birth defects or other reproductive harm as well as Δ 9-tetrahydrocannabinol (Δ 9-THC) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food



WARNING: Use cannabis tinctures and cannabis rubs can expose you to chemicals including cannabis (marijuana) smoke and Δ^9 -tetrahydrocannabinol, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

22. Assumption of Liability. YOU ASSUME THE RISK OF ANY-AND-ALL DAMAGE OR LOSS INCURRED AS A RESULT OF YOUR CONSUMPTION OF CANNABIS OR CANNABIS PRODUCTS OBTAINED FROM ANY CULTIVATE DISPENSARY, STORE, DELIVERY PERSON, OR OTHER CULTIVATE SERVICE. ALTHOUGHT THE SITE, CULTIVATE PROMOTIONAL CONTENT, OR CULTIVATE REPRESENTATIVES MAY MAKE STATEMENTS REGARDING THE CANNABIS AND CANNABIS PRODUCTS AVAILABLE FROM CULTIVATE, INCLUDING BUT NOT LIMITED TO, POTENCY, PHARMACOLOGICALLY ACTIVE INGREDIENTS, SOURCE OF CULTIVATION, RECOMMENDED USES, POSSIBLE BUT UNPROVEN BENEFITS, AND ALL OTHER DESCRIPTIONS OR INFORMATION (COLLECTIVELY, "CANNABIS INFORMATION"), SUCH STATEMENTS SHALL IN NO WAY BE CONSTRUED AS MEDICAL ADVICE. THESE STATEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. CULTIVATE PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR AILMENT. CULTIVATE DOES NOT MAKE ANY HEALTH CLAIMS ABOUT ITS PRODUCTS SOLD, AND RECOMMENDS CONSULTING WITH A QUALIFIED MEDICAL DOCTOR OR PHYSICIAN PRIOR TO CONSUMING CULTIVATE-PROVIDED PRODUCTS OR PREPARING A TREATMENT PLAN. ALL CANNABIS INFORMATION IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE UNDER ANY CIRCUMSTANCE.

Always consult your primary care physician or other qualified healthcare provider prior to using cannabis or a cannabis product for treatment of a medical condition.

Never disregard professional medical advice or fail to seek it following receipt of Cannabis Information from the Site, Cultivate promotional content, or Cultivate representatives where your use of cannabis is to treat a medical condition.

Cultivate promotional materials, representatives, retail stores, and delivery services cannot guarantee the accuracy of any Cannabis Information provided; do not rely on such Cannabis Information.

23. Acknowledgement. By accessing the Site and the services offered, you acknowledge that you have read and understand these legal disclaimers together with Cultivate's terms of service and privacy policy.