Conditions of Use

Last updated: January 12, 2018

Welcome to GreenMed.io. GreenMed LLC and/or its affiliates ("GreenMed") provide website features and other products and services to you when you visit or shop at GreenMed.io, use GreenMed products or services, use GreenMed applications for mobile, or use software provided by GreenMed in connection with any of the foregoing (collectively, "GreenMed Services"). GreenMed provides the GreenMed Services subject to the following conditions.

By using GreenMed Services, you agree to these conditions. Please read them carefully.

We offer a wide range of GreenMed Services, and sometimes additional terms may apply. When you use a GreenMed Service you also will be subject to the guidelines, terms and agreements applicable to that GreenMed Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

PRIVACY

Please review our Privacy Policy which also governs your use of GreenMed Services, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you use GreenMed Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other GreenMed Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any GreenMed Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of GreenMed or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any GreenMed Service is the exclusive property of GreenMed and protected by U.S. and international copyright laws.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, GreenMed or its content providers grant you a limited, non-exclusive,

non-transferable, non-sublicensable license to access and make personal and non-commercial use of the GreenMed Services. This license does not include any resale or commercial use of any GreenMed Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any GreenMed Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by GreenMed or its licensors, suppliers, publishers, rightsholders, or other content providers. No GreenMed Service, nor any part of any GreenMed Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of GreenMed. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of GreenMed without express written consent. You may not use any meta tags or any other "hidden text" utilizing GreenMed's name or trademarks without the express written consent of GreenMed. You may not misuse the GreenMed Services. You may use the GreenMed Services only as permitted by law. The licenses granted by GreenMed terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

You may need your own GreenMed account to use certain GreenMed Services, and you may be required to be logged in to the account and have a valid payment method associated with it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You must be at least 21 years of age to register on GreenMed, or use any site functionality. GreenMed reserves the right to refuse service, terminate accounts, terminate your rights to use GreenMed Services, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. GreenMed reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant GreenMed a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant GreenMed and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that

you will indemnify GreenMed for all claims resulting from content you supply. GreenMed has the right but not the obligation to monitor and edit or remove any activity or content. GreenMed takes no responsibility and assumes no liability for any content posted by you or any third party.

COPYRIGHT COMPLAINTS

GreenMed respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please email us at info@GreenMed.io.

RETURNS, REFUNDS AND TITLE

At our discretion, a refund may be issued without requiring a return. In this situation, GreenMed does not take title to the refunded item.

PRODUCT DESCRIPTIONS

GreenMed attempts to be as accurate as possible. However, GreenMed does not warrant that product descriptions or other content of any GreenMed Service is accurate, complete, reliable, current, or error-free. If a product offered by GreenMed itself is not as described, your sole remedy is to return it in unused condition.

APP PERMISSIONS

When you use apps created by GreenMed, such as the GreenMed App, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions.

OTHER BUSINESSES

Parties other than GreenMed operate stores, provide services, or sell product lines through the GreenMed Services. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). GreenMed does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE GREENMED SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GREENMED SERVICES ARE PROVIDED BY GREENMED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. GREENMED MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE GREENMED SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GREENMED SERVICES, UNLESS

OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE GREENMED SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, GREENMED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GREENMED DOES NOT WARRANT THAT THE GREENMED SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE GREENMED SERVICES, GREENMED'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM GREENMED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, GREENMED WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY GREENMED SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY GREENMED SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

DISPUTES

Any dispute or claim relating in any way to your use of any GreenMed Service, or to any products or services sold or distributed by GreenMed or through GreenMed.io will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any GreenMed Service, you agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and GreenMed.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on our site or app. These policies also govern your use of GreenMed Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

GreenMed LLC. 11601 Wilshire Blvd 5th FL. Los Angeles, CA 90025

https://www.GreenMed.io

ADDITIONAL GREENMED SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with GreenMed Services (the "GreenMed Software").

- 1. Use of the GreenMed Software. You may use GreenMed Software solely for purposes of enabling you to use the GreenMed Services as provided by GreenMed, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the GreenMed Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the GreenMed Software in whole or in part. All software used in any GreenMed Service is the property of GreenMed or its software suppliers and is protected by United States and international copyright laws.
- 2. Use of Third Party Services. When you use the GreenMed Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the GreenMed Software, whether in whole or in part.
- 4. **Updates.** We may offer automatic or manual updates to the GreenMed Software at any time and without notice to you.
- 5. Conflicts. In the event of any conflict between these Conditions of Use and any other GreenMed or third-party terms applicable to any portion of GreenMed Software, such as open-source license terms, such other terms will control as to that portion of the GreenMed Software and to the extent of the conflict.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint at info@GreenMed.io. We respond quickly to the concerns of rights owners about any alleged infringement.

Please provide us with this information:

 A physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.