



Membership Agreement

This contract is entered into between Born High Your Private Use Cultivation Partner Pty Ltd (the private cannabis club) and the member.

1. PURPOSE

- 1.1. The member declares that they are an existing cannabis user but they do not have the skills, knowledge or resources to cultivate cannabis themselves, and they have therefore approached Born High to provide a horticultural service in order to fully exercise their privacy-based cannabis rights, meaning to exercise their constitutional right to personally and privately cultivate, possess, use and consume cannabis.
- 1.2. Born High Your Private Use Cultivation Partner operates a private cannabis club model.
- 1.3. Further, the member has identified Born High Your Private Use Cultivation Partners and believes its objectives are aligned and expressed their intent to adopt the service provider to assist in the exercising of the members constitutional right as aforementioned.
- 1.4. This document's terms are applicable to all club members.
- 1.5. If the member does not comprehend this agreement, it is their responsibility to seek clarification from the club before agreeing to it.

2. MONTHLY FEES AND PAYMENTS

- 2.1. The parties agree that the member is responsible for paying the membership fee monthly in advance, as stated and selected on the membership application forms. Payment will commence on the registration date.
- 2.2. The membership fee is subject to change at any time with reasonable notice given to the member. The club reserves the right to adjust the fee within its discretion.
- 2.3. The payment can be made by cash, eft or credit card at the physical club.
- 2.4. The membership fee paid by the member to the club constitutes a service fee for the services provided by the club to the member, such as tracking and tracing and administrative costs.

3. TIER & PAYMENT STRUCTURE CONTINUED

- 3.1. The Member agrees to participate in Born High Your Private Use Cultivation Partner's club for a minimum period of three (3) months from the date of this agreement with a selected membership package.
- 3.2. The member will have the option to select between a 3 month, 20 gram, 50 gram or 100 gram membership package.
- 3.3. The member accepts by signature here under that the terms and conditions of membership to the club set out in this document are binding upon him or her.
- 3.4. The member agrees to pay the full amount of their selected membership tier upfront.

4. DURATION

Starting from the registration date, both parties are obligated to adhere to the terms and conditions of this agreement unless it is terminated earlier by the following means:

- 4.1. Expiration due to the passage of time or lawful termination/withdrawal; or
- 4.2. Written notice by the member to the club after the completion of the members plant lifecycle.
- 4.3. Termination in accordance with the terms of this agreement.

5. OWNERSHIP AND ACCESS

- 5.1. The member shall, at all times, remain the owner of any cannabis associated with his/her membership information sheet included with the initial membership application form.

- 5.2. Possession and effective control of the cannabis will remain with the member for the duration of the cannabis's lifecycle.

6. DONATION OF PROPAGATING MATERIAL

- 6.1. Born High Your Private Use Cultivation Partner hereby donates seeds (the propagating material), free of charge, to the member, for the purpose of cultivation on behalf of the member.
- 6.2. Ownership of the propagating material throughout its lifecycle, shall remain the property of and ownership of the member at all times.

7. SUBLEASE

- 7.1. Upon signup, the member will be allocated an area within the grow site for his or her plants to be cultivated and harvested. This area is hereby sub-leased to the member for the duration of their propagating materials lifecycle.
- 7.2. The members propagating material shall remain in the members sub-leased area of the grow site, until harvested, at which point the members final harvested cannabis will be kept in storage until the member makes his or her withdrawal.
- 7.3. This sublease clause shall be binding upon the member and the club, and shall survive until termination of the membership agreement. The member agrees to comply with all applicable laws, and to assume full responsibility for any legal consequences arising from their possession of cannabis.

8. OBLIGATIONS AND WARRANTIES BY THE MEMBER

The Member agrees to:

- 8.1. Timely and fully pay the monthly fees and any other amounts that become payable under this agreement.
- 8.2. Provide the club with all necessary information as and when reasonably required.
- 8.3. Adhere to all relevant laws, regulations, by-laws, ordinances, judgments, and regulations relating to the ownership, consumption, and use of the cannabis grown on their behalf.
- 8.4. Not sell or trade the cannabis received under this agreement, or use it for any commercial or personal gain. The cannabis shall be used solely for the member's personal consumption.
- 8.5. Be of legal capacity (18 years old) to enter into this agreement.
- 8.6. That this agreement and subscription is based on the members desire to exercise his/her privacy-based cannabis rights.
- 8.7. No sharing or improper use of the membership.
- 8.8. Abide by the rules and regulations of the private cannabis club.
- 8.9. Participate in the cultivation of their propagating material, at the members own responsibility.

9. PARTICIPATION IN THE SHARING STATION

- 9.1. Born High Your Private Use Cultivation Partner operates a sharing station model, which allows members to deposit their non-withdrawn cannabis and gift it to other members of the club for no consideration or value, and withdraw the deposited (non-withdrawn cannabis) of other members.
- 9.2. The member hereby agrees to gift 50% of the yield of their propagating material to the clubs sharing station. The member shall be entitled to withdraw from the collective sharing station contributions of other members.
- 9.3. The sharing station is intended to foster a sense of community and sharing among members, and to provide a means for members to exchange cannabis in a safe and controlled environment.

10. RULES & REGULATIONS OF THE CLUB

The registered address of the club is 24 kloof Street, Cape Town, South Africa.

The member agrees to follow these rules and regulations at all times, when entering and accessing the physical premises of the club, for the duration of this agreement:

- 10.1. No smoking of tobacco products indoors.
- 10.2. Members are required to use the cultivated products responsibly and in compliance with local laws and regulations.
- 10.3. Members must respect the privacy and confidentiality of other members and the club's operations.
- 10.4. Only members with valid identification and membership status are allowed access to the club premises.

- 10.5. Members must conduct themselves respectfully at all times, avoiding any form of harassment, discrimination, or disruptive behavior.
- 10.6. Members must respect club property and equipment, using them responsibly and reporting any damages or issues to club management.

11. WAIVERS

- 11.1. The Club makes no guarantees regarding the specific level of strength, potency, or concentration of the cannabis provided to the Member.
- 11.2. The Member agrees to indemnify the Club, its dispensers, and practitioners and keep them free from any and all claims arising from the possession, use, or transportation of the cannabis acquired by the Member.
- 11.3. Neither Party shall be responsible for any indirect, consequential, or punitive damages that arise from this Agreement.

12. THE CLUBS OBLIGATIONS AND WARRANTIES

- 12.1. To create a safe platform for cannabis enthusiasts to associate in private.
- 12.2. Providing for the needs of its customers when planning their cultivation operations, as far as possible.
- 12.3. To not use customers cannabis for any purpose other than storage for withdrawal by customers.
- 12.4. To protect customers' privacy and information in accordance with the POPI act.
- 12.5. To comply with all applicable laws.

13. LIMITATION OF LIABILITY IN RESPECT OF THE SERVICES

- 13.1. The use of the Club's services is entirely at the Member's risk, and the Member is solely responsible for any damage or loss resulting from using the services.
- 13.2. The Club cannot be held liable for any inaccuracies or incorrect prices displayed on the Member's Information Sheet, except in cases of gross negligence or willful misconduct by the Club, its employees, agents, or authorized representatives.
- 13.3. The Club shall not be liable for any direct, indirect, incidental, special, or consequential losses or damages resulting from the Member's use or reliance on the Services provided in this Agreement.
- 13.4. The Member indemnifies the Club, its employees, agents, and authorized representatives and holds them harmless against any claims, charges, or criminal prosecution arising from the Member's use of the cannabis grown on their behalf.
- 13.5. The Club shall not be responsible for any legal action or criminal prosecution that the Member may face as a result of misusing the services or cannabis.
- 13.6. Although the Club shall take all reasonable steps to protect the Member's privacy rights, including compliance with local laws, the Club cannot guarantee or accept any liability for unauthorized or unlawful disclosure of the Member's personal information by third parties outside its control, except in cases of gross negligence or willful misconduct by the Club, its employees, agents, or authorized representatives.

14. CANCELLATION

- 14.1. If a member wishes to cancel their membership, they are required to notify the club prior to his or her membership subscription becoming due.
- 14.2. No refunds will be given to members for cancellations, however the member will have access to their account and be able to withdraw until their next subscription date.

15. RETURNS AND REFUNDS

- 15.1. If the Club provides the wrong cannabis or if the cannabis does not match the description on the information sheet, the member can notify the Club, and the club will make its best endeavors to correct the error based on the member's complaint at no charge.
- 15.2. The club will take reasonable steps to ensure that the cannabis is delivered without defects and in suitable packaging.

16. WEBSITE INDEMNITY AND WARRANTIES

- 16.1. The member warrants that they are 18 years of age or older and of full legal capacity when using the website. The Member acknowledges that they are using the Website at their own risk, and that the Website is provided to the Member on an "as is" and "as available" basis. The Website cannot guarantee continuous operation or access to services, and such functionality may be subject to delays beyond the Club's control.

- 16.2. The Member indemnifies the Club against any loss, claim, or damage arising from their use of the Website and/or any linked third-party website. All information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement.
- 16.3. The Club makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials, or any other data or code that could corrupt, destroy, compromise, disrupt, disable, harm, jeopardize, or otherwise impede in any manner the operation, stability, security functionality, or content of the Member’s computer system, computer network, hardware, or software in any way. The Member accepts all risks associated with the existence of such viruses, destructive materials, or any other data or code, save where such risks arise due to the gross negligence or willful misconduct of the Club, its employees, agents, or authorized representatives.
- 16.4. The Website disclaims all liability for any damage, loss, or liability of any nature whatsoever arising out of or in connection with the Member’s access to or use of the Website. The Member accepts and undertakes all obligations and liabilities that arise in respect of this agreement and indemnifies the Club, including its employees, directors, agents, and/or sponsors, in respect of any claim, action, damage, loss, liability, cost, or expense which the Member may pay, suffer, incur, or be liable for as a result of any claim by any person in connection with the Website or provision of the Services by the Club through the Website due to any actions or omissions of the Club, or any of its staff, contractors, agents, representatives, or appointees, whether willful or negligent.
- 16.5. The Club strives to provide accurate and up-to-date information on the Website. However, the Club cannot be held responsible or liable for any errors, inaccuracies, or damages caused as a result of the use of, or inability to use, the Website. The Website disclaims liability for any damage, loss, or expenses, whether direct or indirect, arising out of or in connection with the Member’s access to or use of the Website and/or any content therein.
- 16.6. The Member indemnifies the Club and holds it harmless for any and all damages or loss resulting from the Services secured via the Website; the use of or inability to use the Website; pricing, promotion, displaying, or shipping on the Website; delays or disruptions on the Website; glitches, bugs, errors, or inaccuracies of any kind on the Website; and viruses or other malicious software obtained through the Website.

17. PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION

- 17.1. The club is committed to protecting the member’s privacy and will take reasonable measures to do so, as outlined below.
- 17.2. When registering, the member may be required to provide personal information such as name, surname, email address, physical address, gender, mobile number, and date of birth.
- 17.3. If the member’s personal information changes, they should inform the club as soon as reasonably possible to enable updates to the information.
- 17.4. If the member chooses to provide additional personal information, they must ensure that it is accurate and current, and not impersonate or misrepresent any person or entity.
- 17.5. **The club will not use the member’s personal information for any purpose other than as set out below:**
 - 17.5.1. In relation to the services;
 - 17.5.2. To contact the member regarding current or new goods or services offered by the club, its divisions, affiliates, and/or partners;
 - 17.5.3. To inform the member of new features, special offers, and promotional competitions offered by the club or any of its divisions, affiliates, and/or partners.
- 17.5.4. **The club will not disclose the member’s personal information to any third party other than as set out below:**
 - 17.5.4.1. To the club’s employees and/or third party service providers who assist the club in interacting with the member for the services;
 - 17.5.4.2. To the club’s divisions, affiliates, and/or partners (including their employees and/or third party service providers) to send marketing material to the member (unless the member has opted out from receiving marketing material from the club);
 - 17.5.4.3. To law enforcement, government officials, fraud detection agencies, or other third parties when the club believes in good faith that disclosure is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of this agreement;

- 17.5.4.4. To service providers (under contract with the club) who help with the club's business operations (fraud prevention, marketing, technology services, etc.).
 - 17.5.4.5. The club may use or disclose the member's personal information if required to comply with any applicable law, subpoena, order of court, legal process served on the club, or to protect and defend the club's rights or property.
- 17.6. The club will ensure that all employees, third-party service providers, divisions, affiliates, and partners (including their employees and third-party service providers) having access to the member's personal information are bound by appropriate confidentiality obligations.
- 17.7. The club will not retain the member's personal information longer than necessary, unless required by law to do so or with the member's consent.
- 17.8. The club warrants that it has complied and will continue to comply with all provisions of the protection of personal information Act 4 of 2013, and has followed all relevant checks, tests, safeguards, and procedures under this Act.
- 17.9. The member indemnifies the club against any claims arising from the club's failure to comply with any provision of the Protection of Personal Information Act 4 of 2013.

18. FORCE MAJURE

- 18.1. If a Party is unable to fulfill its obligations under this Agreement due to any circumstances beyond its reasonable control, such as war, civil unrest, strikes, natural disasters, or pandemics, the affected party shall be exempted from its obligations during the period of such event, but only to the extent of such prevention, and shall not be liable for any delay or failure in the performance of any obligations hereunder or for any loss or damages suffered by the other Parties as a result of such delay or failure. However, if the obligation involves the payment of any amounts that are due, owing and payable, such obligation shall not be suspended by any Force Majeure event.
- 18.2. The Party invoking Force Majeure shall make every reasonable effort to terminate the circumstances causing such Force Majeure and provide written notice to the other Parties upon the termination of the circumstances.
- 18.3. If any event or combination of events contemplated in clause 18.1 prevents the full and proper implementation of this Agreement for more than 3 (three) consecutive months, the Parties shall attempt to reach new arrangements that are fair to both Parties. If they fail to agree on such arrangements within 90 (ninety) days of a Party's request, either Party may terminate this Agreement.
- 18.4. Written notice of any inability to perform due to Force Majeure must be given within 72 (seventy-two) hours of the occurrence constituting Force Majeure, and the obligation to give such notice shall be suspended to the extent necessitated by such Force Majeure.

19. BREACH

Should either party:

- 19.1. fail to meet any of its payment obligations in terms of this Agreement, as and when such payment becomes due;
- 19.2. terminate or attempt to terminate this Agreement prior to the discharge of all of the Member's obligations in terms of this Agreement;
- 19.3. commit any fraudulent or wilful misconduct in the performance of this Agreement;
- 19.4. have made any incorrect, false or misleading representation, statement or warranty in this Agreement, or in any other document provided or required in connection with this Agreement, alternatively any representation, statement or warranty becomes incorrect, false or misleading during the term of this Agreement and fail immediately to advise the other Party of such change in writing; or
- 19.5. commit any breach of any other provision of this Agreement and fail to remedy same within 7 (seven) days of receipt of notice from the Club calling on the Member to remedy;
- 19.6. same shall constitute a material breach of this Agreement and, without prejudice to any other rights which the non-defaulting Party may have in law, shall entitle the non- defaulting Party, without providing any further notice to the defaulting Party, to terminate this Agreement and recover any and all damages which it may have suffered as a result of such termination.

20. NOTICES

- 20.1. The Club and the Member shall use the addresses provided upon signup for all communications related to this Agreement, including notices and legal processes. Either party may change its address by providing

- written notice to the other party, and the change will be effective 7 days after the last party receives the notice.
- 20.2. Any notices given under this Agreement must be in writing and will be considered received on the first Business Day following delivery by hand or international courier service. Notices sent via email will be considered received on the Business Day following the date of dispatch.
- 20.3. If a Party receives a written notice or communication from the other Party, it will be considered adequate notice or communication for the purposes of this Agreement.

21. GENERAL TERMS AND CONDITIONS

- 21.1. Legal Effect of Agreement: This document is not an offer and will not have any legal effect until it has been signed by all Parties. Until such time, any Party may withdraw from further negotiations and decline to enter into any agreement related to the subject matter herein.
- 21.2. Confidentiality: Each Party will maintain the confidentiality of information pertaining to the other Party that is obtained during the negotiation, settlement, and implementation of this Agreement. Disclosure of such information will only be made when necessary to give effect to this Agreement. The disclosing Party must ensure that any third party to whom such information is disclosed is bound by this confidentiality clause, and the disclosing Party must guarantee the third party's performance. No Party may use such information for its own benefit. However, the confidentiality obligations do not extend to information that is (i) already publicly available, (ii) agreed upon by the Parties, (iii) available to the public or disclosed pursuant to a court order, (iv) required by law, a stock exchange or regulatory authority, (v) already known to the disclosing Party and is not subject to an obligation of confidence, (vi) independently developed by the disclosing Party without using proprietary information, and/or (vii) rightfully received from a third party.
- 21.3. Warranty of Authority: Each Party warrants that it has the legal right to sign and perform this Agreement and that all necessary authorizations have been obtained. This Agreement constitutes valid and binding obligations on each Party.
- 21.4. Relationship of the Parties: The relationship of the Parties will be governed by this Agreement, and nothing herein shall be deemed to constitute a partnership. The Parties will not incur personal liability as co-partners to any third party, and no Party will represent that the relationship between them is a partnership.
- 21.5. Implementation and Good Faith: The Parties will take all necessary actions to give effect to this Agreement. They will act in good faith and perform their obligations diligently and with reasonable care. They will make full disclosure to each other of any matter that may affect the execution of this Agreement.
- 21.6. Independent Advice: Each Party acknowledges that it has had the opportunity to seek independent legal advice regarding the provisions of this Agreement. Each Party acknowledges that the provisions of this Agreement and the restrictions herein contained are fair and reasonable.
- 21.7. Whole Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations or warranties.
- 21.8. Variation: No addition, variation, cancellation, or waiver of any right arising from this Agreement or its breach or termination shall be valid unless it is in writing and signed by all Parties or their authorized representatives.
- 21.9. Pactum de non Petendo: No suspension of a right to enforce any term of this Agreement and no pactum de non petendo shall be valid unless it is in writing and duly signed by both Parties.
- 21.10. Relaxation: No latitude, extension of time, or other indulgence given by any Party to another in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party, shall operate as a waiver or affect any of that Party's rights in terms of this Agreement.
- 21.11. Severability and Deletion: Each term and condition of this Agreement is separate and severable from the other terms. If any term is found to be vague, invalid, or unenforceable, it will be treated as pro non scripto and will not affect the validity of the remaining terms.
- 21.12. Termination: Termination of this Agreement will not release a Party from any liability that has already accrued to another Party at the time of termination or which may accrue thereafter in respect of any act or omission prior to termination.
- 21.13. Governing Law and Jurisdiction: This Agreement will be governed by the laws of the Republic of South Africa. The Parties consent to the adjudication of any dispute
- 21.14. *Counterparts*: This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, which shall be binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

ANNEXURE A: INFORMATION SHEET

Date	
Member Name and Surname	
Preferred Name	
Email Address	
Phone Number	
Date Of Birth	
ID/Passport Number:	

Election of membership tier:

Membership Options – 3 Month Options - R30 per month	Mark with an X
20g per month	
50g per month	
100g per month	

Election of Genetics and Propagating Material

Terms and conditions:

1. Born High hereby donates the propagating material selected above to the member, in order for the club to grow, cultivate and harvest the plants for the withdrawal by the member.
2. The member understands and agrees that he or she is only entitled to withdraw the quantities selected above on a monthly basis. If the member wishes to change any of the details on this form, they may do so upon visiting the club and completing a new information sheet.
3. The member understands that the club operates under a sharing station model, which allows members to deposit their non-withdrawn cannabis and gift it to other customers of the PCC.
4. The member hereby agrees to gift 50% of the yield of their propagating material to the clubs sharing station. The member shall be entitled to withdraw from the collective sharing station contributions of other members

<input type="checkbox"/>	I would like to be updated via WhatsApp on Born High activities
<input type="checkbox"/>	I would like to be updated via the Born High newsletter
<input type="checkbox"/>	None

Member

Born High
