



Canna Therapy MD

## Terms & Conditions of Use ("Terms of Use")

Last revised May 16, 2019



## Terms & Conditions of Use (Last revised, May 30, 2019).

Welcome to our website! This Terms & Conditions of Use (“Terms of Use”), effective as of May 30, 2019 (the “Effective Date”), governs how R+K Wellness MD, LLC, a Colorado (United States) Limited Liability Company and transacting business inside the State of Missouri as ‘Canna Therapy MD’ (“Canna Therapy MD”, “Our”, or “Us”), conducts its business and operations. It tells you how Canna Therapy MD services are provided to you, Canna Therapy MD policies toward things like refunds, and strictures Canna Therapy MD places upon the use of its websites and services.

If you have any questions about these Terms of Use, please contact Canna Therapy MD at [info@canna-therapymd.com](mailto:info@canna-therapymd.com). You may also call us at +1.314.229.6445.

### 1. Generally.

The physicians at Canna Therapy MD (“Physicians”) utilize evidence-based medicinal science to evaluate persons desiring to freely discuss the potential efficacy of medicinal cannabis toward their unique circumstances (the “Services”). Our Physicians provide the Services under, and in reliance on, Article XIV of the Missouri State Constitution (“Article XIV”). **This Terms of Use applies to all Canna Therapy MD websites (“Websites”), their content, and Services. Please revisit these Terms of Use from time-to-time, so you become aware of any changes We may make at anytime and without notice to you.**

#### a. Acceptance of these Terms of Use.

By using Canna Therapy MD websites or Services, you agree to become legally bound by these Terms of Use. If you would not like to become bound by these Terms of Use, please do not use Canna Therapy MD Websites or Services.

#### b. Age.

**Canna Therapy MD Websites and Services are intended for use by persons eighteen (18) years of age or older.** Canna Therapy MD does not knowingly collect any information from persons under 18. By using Canna Therapy MD Websites or Services, you represent that you are at least eighteen (18) years of age. **If you are not at least eighteen (18) years of age, please do not use Canna Therapy MD Websites or Services.**

#### c. Canna Therapy MD has no obligation to evaluate you or certify that you have a condition enumerated in Article XIV of the Missouri State Constitution (“Qualifying Condition”).

We believe that medicinal cannabis, when medicinally indicated, can provide persons suffering from Qualifying Conditions (“Qualifying Patients”) with an effective alternative to other harmful measures, such as opioids. Our Physicians make this determination through independent medical judgment by considering your unique circumstances through the lenses of Article XIV, applicable rules and regulations, and available medical and scientific evidence. **Our Physicians will not recommend you as a candidate for medicinal cannabis unless you have a Qualifying Condition. We reserve the right to refuse to provide Services to anyone.** Our Physicians have no obligation provide you with a physician’s certification to obtain medicinal cannabis (“Physician’s Certification”) or otherwise recommend you as a candidate for medicinal cannabis.

**d. The Information on Canna Therapy MD Websites is provided for informational purposes only.**

The information portrayed on Our Websites is for informational purposes only and is not medical advice. Our Physicians may only provide you with medical advice after accepting an appointment with you, reviewing your medical records or documentation, and discussing your symptomology with you personally.

**e. This Terms of Use does not contemplate Canna Therapy MD privacy practices and policies.**

We take your privacy seriously. This Terms of Use does not contemplate how we handle the privacy and security of health-related information, nor the privacy practices we employ with respect to our Websites. Instead, we explain them in separate documents, both of which are accessible on our Websites. For an overview and explanation of Canna Therapy MD privacy practices, please refer to our Notice of Privacy Practices. Our website privacy policies may be found inside our Privacy Policy. **If you have any concerns whatsoever regarding your privacy as a user of Canna Therapy MD Websites or as a patient, please notify us immediately at [info@canna-therapymd.com](mailto:info@canna-therapymd.com).**

## **2. Website Access & Use.**

**a. Equipment.**

A laptop, desktop, mobile device, tablet, or other computer is required to properly use Canna Therapy MD Websites. Canna Therapy MD makes no guarantees that Canna Therapy MD Websites will work with your devices.

**b. Communications.**

You agree that Canna Therapy MD may contact you at the information you provide as is reasonably necessary to provide you with Canna Therapy MD Services, advertise, or respond to your inquiries. For an overview and explanation of the ways Canna Therapy MD may contact you from time-to-time, please refer to our Privacy Policy.

**c. Third-Party Links.**

Canna Therapy MD Websites may portray links to third-party organizations or websites from time-to-time. Canna Therapy MD cannot control what such third-party organizations or websites post or contain and is not responsible for content therein. Canna Therapy MD is not affiliated with these third-party organizations or websites, unless affiliation is explicitly identified in connection with the link. The mere portrayal of a third-party link without explicit mention of affiliation shall not be construed as an affiliation.

**d. Prohibited Use of Our Websites.**

We do not allow for Our Websites to be used in certain ways. Some examples of activities or materials we do not allow ("Improper Activities or Materials") in connection with your use of Our Websites include, but are not limited to, the following:

- Phishing, scamming, spamming, spoofing;
- Pornography, lewd and lascivious materials, or other adult services;
- Dishonest or fraudulent behavior;
- Offensive language, including but not limited to hate speech, swear words, or other disparaging or sexual comments;
- Offensive conduct, including but not limited to bullying; or,
- Any other unlawful conduct.

You shall not engage in Improper Activities or Materials while using Canna Therapy MD Websites or Services. Additionally, you shall not allow any third party to engage in Improper Activities or Materials on Canna Therapy MD Websites. Canna Therapy MD reserves the right to determine at anytime whether content or use constitutes Improper Activities or Materials.

**e. Termination of Access to Canna Therapy MD Websites.**

Any unauthorized use of Canna Therapy MD Websites and Services is strictly prohibited. Canna Therapy MD reserves the right to terminate your access to Canna Therapy MD Websites and Services immediately and without notice to you. Should you desire to terminate your use of Canna Therapy MD Websites or Services, please write us at the contact information below or stop using Canna Therapy MD Websites or Services.

### **3. Appointments.**

**a. Scheduling.**

You have the option to schedule an appointment with Canna Therapy MD in a number of ways. First, you may do so online using Our Website. You may also schedule an appointment by calling the telephone number below. We further reserve the right to accept walk-in appointments. You will receive an appointment confirmation by email. **It is your responsibility to ensure the contact information we have on file for you is accurate. You will be charged a non-refundable deposit when your appointment is scheduled.**

**b. Appointment Materials.**

**Please arrive no less than thirty (30) minutes prior to your scheduled appointment time.** You need time to fill out paperwork, gather and parse documentation, and provide proof of your residency in Missouri. We cannot evaluate you without formal identification issued by the State of Missouri proving your residency therein, and all medical records relevant to your underlying condition or conditions. **A failure to bring formal identification issued by the State of Missouri proving your residency therein, AND all medical records underlying your condition(s) may result in Canna Therapy MD being unable to evaluate you.** Unless you state otherwise before your appointment in writing, by presenting your medical records to Canna Therapy MD physicians you are representing that no other medical records pertinent to your condition(s) exist.

**c. Refunds.**

Canna Therapy MD does not offer refunds.

**d. Use of Recording Equipment.**

We do not allow for video, image, or any other recording equipment to be used inside of Canna Therapy MD offices without our prior, express, written, and informed consent.

### **4. Intellectual Property, Limited License, Unauthorized Use & Termination.**

**a. Limited License & Expiration.**

While you use Canna Therapy MD Websites, you are granted a limited license for your own personal use only. The limited license granted to you by Canna Therapy MD in connection with Canna Therapy MD Websites is unique to you only; it may not be assigned, shared, sold, exchanged, or otherwise transferred to any person or entity under any circumstances. You

may not share, show, appropriate or otherwise display Canna Therapy MD Websites to anyone else for commercial gain or educational purposes without the prior, express, written, and informed consent of Canna Therapy MD. This extends to things like meetings, informal 'get-togethers', or conferences. Any unauthorized use of Canna Therapy MD Services (for example, Services you have not paid for) is prohibited. If you suspect that Canna Therapy MD Services you have purchased are being used by someone else, please contact us immediately at the information below.

#### **b. Intellectual Property.**

The Canna Therapy MD name, logo, graphics, images, likeness, and other materials displayed on Canna Therapy MD Websites, marketing materials, and Services are the sole intellectual property of Canna Therapy MD and belong exclusively to Canna Therapy MD. These materials may not be used in any manner without the prior, express, written, and informed consent of Canna Therapy MD; by using Canna Therapy MD Websites or Services, you do not obtain any right to use or otherwise appropriate these materials. You agree that this provision survives the expiration of this Terms of Use indefinitely.

#### **c. Copyright & Notice of Infringement.**

Canna Therapy MD wants you to respect its intellectual property rights. By the same token, Canna Therapy MD wants to respect your intellectual property rights. If you believe your intellectual property rights have been infringed by Canna Therapy MD, we strongly encourage you to notify us, in writing, at [info@canna-therapymd.com](mailto:info@canna-therapymd.com).

### **5. Indemnification & Limitation of Liability.**

Canna Therapy MD seeks to help the citizenry of the State of Missouri understand and access alternative medical therapies that demonstrate potential for replacing dangerous alternatives. It does this by posting informational materials, evaluating prospective Qualifying Patient candidates, and utilizing evidence-based medical science—all through the lens of, and in reliance on, Article XIV. Canna Therapy MD makes no guarantees regarding the potential success of medicinal cannabis or any other treatment option toward your specific circumstances. You acknowledge and understand that, as an emerging alternative therapy, there may be side-effects to medicinal cannabis that have not been fully discovered or understood.

Canna Therapy MD Websites and Services are provided on an 'as-is' basis. This means that Canna Therapy MD makes no warranties, either express or implied, of any kind in connection with Canna Therapy MD Websites and Services, including but not limited to fitness for a particular purpose and merchantability. Canna Therapy MD makes no guarantees that Canna Therapy MD Websites will work with your devices.

You agree to indemnify and hold harmless Canna Therapy MD to the maximum extent allowable by applicable law. This means that in no event will Canna Therapy MD officers, owners, employees, or other agents be liable to you for any loss or damages that occur from your use of Canna Therapy MD Services, including lost revenues or profits, expenses, or goodwill. You agree to use Canna Therapy MD Websites and Services for lawful purposes only. You further promise not to upload any malicious software, viruses, or other destructive content to Canna Therapy MD Websites. **You agree to be honest, truthful, candid, forthright, and forthcoming regarding all aspects of your medical symptomology and presentation before, during, and after your appointment with Canna Therapy MD.**

### **6. Miscellaneous.**

#### **a. Severability.**

This Terms of Use constitutes the entire agreement between you and Canna Therapy MD regarding Canna Therapy MD Websites and Services and supersedes any and all other understandings or agreements. Should any provision of this Terms of Use be found unenforceable, the provision shall be modified as minimally as possible as to become enforceable. No other provision of this Terms of Use shall be affected by the unenforceability of another provision or set of provisions.

**b. Choice of Law & Dispute Resolution.**

The laws and regulations of the State of Missouri govern this Terms of Use. In the event of a potential dispute between you and Canna Therapy MD, we hope you will write us and attempt to confer in good faith on the issue. We will try to address your concerns. Should discussion prove unfruitful, you and Canna Therapy MD must participate in mediation before any further steps are taken, with a mediator mutually agreed upon by the Parties. If mediation does not work, then you or Canna Therapy MD must pursue binding arbitration, to occur at the American Arbitration Association in Denver, Colorado. A party's failure to participate meaningfully through good-faith effort in dispute resolution shall foreclose to it the award of attorney fees. By using Canna Therapy MD Websites and Services, you waive your right to participate in a class action lawsuit against Canna Therapy MD in connection with its Websites and Services. This provision shall not preclude Canna Therapy MD from seeking immediate relief in the state or federal courts to enforce its intellectual property rights or mitigate the effects of potential improper use of Canna Therapy MD Websites or Services.

**7. Contact Information.**

Please contact us with any questions, comments, or concerns. We are happy to speak with you.

For email, please write us at [info@canna-therapymd.com](mailto:info@canna-therapymd.com).

To call us, please telephone +1.314.229.6445.

Postal mail may be directed to 950 Francis Place, Suite 213, Clayton, MO, United States, 63105.