

Batch Seven
Terms of Service

Last modified: 06/01/2017

These Terms of Service (collectively, the “**Terms**”) govern your use of the Online Services (defined below) and the Batch Seven website (www.batchseven.com) and any other website or mobile application (collectively, the “**Site**”) operated by SFDGC Inc., a California corporation (the “**Company**,” “we”, “us” and/or “our”). If you are or become a member of the non-profit collective of qualified medical cannabis patients (the “**Collective**”) associated with DCSM, Inc., a California mutual benefit corporation (the “**Association**”), these Terms will apply to your use of the Site and any Online Services you may utilize as a member of the Collective (“**Member**”).

We will post any changes we make to these Terms on this page. If we make any material changes, we will notify you via email, on the Site, or by other reasonable means. The date these Terms were last revised is at the top of this page. You are responsible for ensuring we have an up-to-date, active and deliverable email address for you, and for periodically visiting our Site and these Terms to check for any changes.

You may be subject to additional terms that apply to some of our services and the services provided by the Collective. These additional terms may be posted on the Site from time to time, including, without limitation, our [Privacy Policy](#) and the Terms specific to membership in the Collective, which are incorporated in these Terms below.

By using the Site, you agree to be bound by these Terms and acknowledge our [Privacy Policy](#), which explains how we collect, use, and share information.

1. General Terms

- 1.1. Right to Refuse.** The Company, the Collective, and the Association reserve the right to refuse service to anyone, for any reason and at any time.
- 1.2. Transmissions.** You understand that information you provide via the Site may be transferred unencrypted and involve (a) transmissions between various networks, and (b) changes to conform to technical requirements of connecting devices.
- 1.3. Personal Use Only.** You agree to use the Site and Online Services for your own personal, individual use only. You are prohibited from copying, selling, reselling or otherwise exploiting the Site and Online Services for personal gain or in any way other than as described herein.

2. The Online Services

- 2.1. The Site and the Online Services.** The Site is intended only for residents of California who are eighteen years of age or older. The Site is operated by the Company on behalf of the Collective.
- 2.2. Geographic and Other Limitations.** The Company reserves the right to limit usage of the Online Services to any person, geographic region, or jurisdiction, and the Company may exercise that right on a case-by-case basis. The Company may limit any individual’s use of the Online Services.
- 2.3. Online Services Description.** Via the Site, the Company provides the following services (“**Online Services**”) on behalf of the Collective: (a) an interface through which visitors can create user accounts associated with their personal information (“**User Accounts**”), which may be stored on servers and utilize platforms provided by third parties, (b) an interface through which visitors can submit requests, together with the requisite personal information and supporting documentation associated with their User Accounts, to the Collective to become Members, (c) an interface through which Members can submit requests for the Collective to deliver certain cannabis products described on the Site (“**Products**”), and (d) an interface through which Members can track the progress of the Collective’s response to requests for

Products. Only Members may use the Online Services to submit and track requests for Products to be delivered by the Collective (“**Requests**”).

- 2.4. Representations and Obligations Regarding Collective Membership.** You must be a Member to access and use certain features of the Site or to submit Requests. By using the Online Services (a) you agree to provide and maintain true, accurate, current and complete information about yourself, as requested when you create a User Account; (b) you agree to these Terms, including the Membership Terms (as defined below); (c) you represent that you are a resident of California, as proven by a California state-issued photo identification card (e.g. driver’s license); (d) you represent that are at least eighteen (18) years of age; and (e) you represent that you have a current, valid doctor’s recommendation for medical cannabis and recommendation number. Use of the Site and the Online Services to request Products by any visitor who does not fulfill the requirements of this paragraph 2.4 is strictly forbidden.
- 2.5. Privacy Policy.** You acknowledge the Batch Seven [Privacy Policy](#) and agree that it governs your use of the Site and Online Services.
- 2.6. Age and Responsibility to Submit Current and Accurate Information.** By entering our Site, you represent that you are eighteen (18) years of age or older. You are responsible for maintaining the truthfulness and accuracy of the information you submit to us, such as your contact information and medical cannabis recommendation information. We will disable your User Account and, if applicable, the Collective may reject or discontinue your membership in the Collective, if the information provided is determined to be false or no longer current, or if we learn that you are under eighteen (18) years of age. If you believe we might have information that is false or from someone under eighteen (18) years of age, please contact us at hello@batchseven.com.
- 2.7. Mobile Devices.** The Site may be available via a mobile device, including (i) the ability to upload content to via a mobile device, (ii) the ability to browse the Site from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “**Mobile Site**”). When using the Mobile Site, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using the Mobile Site may be prohibited or restricted by your carrier, and the Mobile Site may not work with all carriers or devices. By using the Mobile Site, you agree that we may communicate with you regarding the Company and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Site may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your User Account to ensure that your messages are not sent to the person who acquires your old number.
- 2.8. Login, Password and Security.** You are responsible for maintaining the confidentiality of your password and User Account, if any, and are fully responsible for any and all activities that occur through your User Account. You agree to (a) immediately notify us of any unauthorized use of your password or User Account or any other breach of security, and (b) ensure that you exit from your User Account at the end of each session when accessing the Site. We will not be liable for any loss or damage arising from your failure to comply with these obligations.
- 2.9. Accuracy of Site.** The Site is provided for general information purposes only and should not be relied upon or used as the sole basis for making purchasing or other decisions. By using the Site, you agree that we shall not be liable for any inaccurate, incomplete or non-current information on the Site. Any reliance on the material on the Site is at your own risk. We reserve the right to modify the Site at any time but have no obligation to maintain its currency.
- 2.10. Modification of Site and Termination of Online Services.** You agree that the Company retains sole, absolute discretion over the content of the Site and your ability to use the Online Survives for any reason. The Company may at any time remove and discard any content on the Site, or suspend or delete your User Account (or any part thereof) or otherwise terminate your ability to use the Online Services, for any reason, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal

activity that may be grounds for termination of your use of the Online Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Site or the Online Services may be effected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete your User Account and all related information and files and/or bar any further access to such files or the Online Services. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Online Services. Nothing in this paragraph 2.9 shall be interpreted to effect in any way the Collective's obligation to retain records regarding its Members, inventories, transactions, revenues, or any other records that it is required to maintain under any laws or regulations.

3. **Products**

- 3.1. **No Sales Via the Site.** The Online Services do not include the sale of any Products or any other goods or services. The information presented on the Site concerning the Products and Requests are informational only. By using the Online Services to submit a Request, you agree (a) that such requests shall be considered offers to purchase the requested Products from the Collective at the prices described on the Site ("**Purchase Price**"); (b) that the Collective shall have absolute discretion over whether to provide any Products in response to a Request; (c) that the Collective may, by delivering the requested Products, accept your offer to purchase the requested Products; and (d) that the Collective may, at its sole discretion, by delivering alternatives to the requested Products, offer you alternatives to the requested Products. Only current Members may submit Requests.
- 3.2. **No Modifications of Requests.** You may not modify a Request once it has been submitted to the Collective via the Site. Upon delivery by the Collective of the Products specified in the Request, you must submit payment of the Purchase Price upon delivery to the delivery personnel.
- 3.3. **All Sales Final Upon Delivery.** By using the Online Services to submit Requests, you agree that all sales of Products sold to you are final upon delivery of the Products requested in the Request, and you acknowledge that the Collective only accepts returns (for refund or exchange, at the Collective's discretion) for items that you can demonstrate, to the Collective's satisfaction, were damaged in transit or were otherwise defective upon receipt.
- 3.4. **Not FDA-Reviewed.** Any statements made on the Site or by the Collective regarding the Products have not been evaluated by the Food and Drug Administration ("**FDA**"). The efficacy of the Products has not been confirmed by FDA-approved research. The Products are not intended to diagnose, treat, cure or prevent any disease. All information presented on the Site is not meant as a substitute for or alternative to information from health care practitioners. PLEASE CONSULT YOUR HEALTH CARE PROFESSIONAL ABOUT POTENTIAL INTERACTIONS OR OTHER POSSIBLE COMPLICATIONS BEFORE USING ANY PRODUCT. The Federal Food, Drug and Cosmetic Act requires this notice.

4. **Membership Terms of the Collective**

- 4.1. **The Collective.** The Collective is a licensed medical cannabis dispensary and has been organized in full compliance with all State of California and County of San Francisco laws and regulations. The Collective is a not-for-profit organization composed entirely of legally qualified medical cannabis patients and caregivers who have chosen to collectively and cooperatively associate with each other in order to more effectively and conveniently provide for their health care needs. To become a Member you must create a User Account and upload your medical cannabis recommendation, a photocopy of your state-issued photo identification card, and provide other personal information requested on the Site. By becoming a Member you expressly agree to associate with other Members and to faithfully follow and obey these Terms.
- 4.2. **No Guarantee of Membership.** The Company is not responsible for and has no authority over whether the Collective approves requests submitted via the Site to become a Member, and mere use of the Site and the Online Services does not confer membership in the Collective. Neither the Company nor the Collective guarantees that any certain request for Membership will be granted. The Collective retains full and absolute discretion over whether to accept any membership request submitted via the Site.

4.3. Membership Terms. As a Member, you affirmatively agree to the following terms (the “**Membership Terms**”):

- 4.3.1. You are a qualified patient with a valid doctor’s recommendation for the therapeutic use of cannabis. As a qualified patient, you agree to associate with other qualified patients, primary caregivers, and/or state I.D. cardholders through the Collective, which is associated with the Association, a mutual benefit corporation, within the State of California, in order to collectively or cooperatively cultivate cannabis for medical purposes. Pursuant to Health and Safety Code § 11362.775 you believe and expect that, by virtue of this association with other patients, primary caregivers, and/or state I.D. cardholders for the purposes described above, you will not be subject to state criminal sanctions under Health and Safety Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570.
- 4.3.2. As a Member, you will ensure that your conduct complies with the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008), the Compassionate Use Act, the Medical Marijuana Programs Act, and the Medical Cannabis Regulation and Safety Act. It is your expectation that other Members will also comply with these regulations.
- 4.3.3. As a Member, you understand that you are not a “member” of the Association as defined by Cal Corp. Code § 7310, nor are you a “member” of any class of membership in the Association, but rather a participant in the Collective associated with the Association. As a Member, you understand that you do not have voting rights in the Association pursuant to the Bylaws unless you are appointed as a member of the board of directors of the Association.
- 4.3.4. Your Membership is not perpetual and shall expire upon the earlier of the following: (a) the expiration of your doctor’s recommendation for the therapeutic use of cannabis; (b) six (6) months after your last contact with the Collective for purposes of obtaining medical cannabis; and (c) a change to California law such that for-profit cannabis businesses are legal and may obtain California licenses to operate.
- 4.3.5. As a Member, you authorize other Members to possess, cultivate, process, transport, and distribute medical cannabis for your medical needs. As a Member, you are authorized to possess, cultivate, process, transport, and distribute medical cannabis for other Members.
- 4.3.6. You will not harm or impair the operation of the Site, the Online Services, the Collective, the Association, or the Company.
- 4.3.7. You will provide the Collective with whatever proof of identity reasonably requested for use of the Online Services, including, but not limited to, your medical cannabis physician’s recommendation, which you acknowledge must be kept current for you to remain a Member.
- 4.3.8. You will comply with these Terms.
- 4.3.9. Any monetary transactions between the Collective’s Members shall only be for amounts reasonably calculated to cover overhead costs and operating expenses.
- 4.3.10. You will not divert the Collective’s cannabis to non-Members.

5. Intellectual Property Rights

- 5.1. **Your Content.** You are solely responsible for all content, messages or other materials that you upload, publish or display, email, or otherwise use via the Site or your User Account (“**Your Content**”). You agree not to use the Site to:

recommend to the Collective that it terminate the membership of the Member associated with a User Account, of any visitor who repeatedly infringes copyrights or other intellectual property rights of others. If you believe any content posted or made available on the Site constitutes infringement of your copyright rights, you may send a written notice of infringement to hello@batchseven.com or 3053 Fillmore St. #251 San Francisco, CA 94123. In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Site (e.g., the URL of the claimed infringing material if applicable or other means by which we may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

6. Third Parties

- 6.1. Collective Is Third Party Beneficiary.** You and the Company acknowledge that the Collective and the Association are express third party beneficiaries under these Terms. All rights of the Company under these Terms shall inure to the benefit of the Collective and the Association, each of which shall have the same right as the Company to enforce such rights.
- 6.2. Third Party Service Providers.** You expressly acknowledge and consent to the Company's use of software, text, graphics, software applications and other content not hosted by the Company ("**Third-Party Software and Content**") as part of the Online Services, including for hosting User Accounts, storing users' personal information, processing Request submissions, and tracking of the Collective's response to Requests. Neither the Company nor the Collective shall be liable for any defects in the Third-Party Software and Content, which are provided "as-is" and "as available," without any warranties, representations or conditions of any kind and without any endorsement.

7. Legal Acknowledgments; Jurisdiction

- 7.1. Federal Law.** You expressly acknowledge that the Collective and the Online Services are only intended for California residents. Cannabis is a Schedule 1 substance under the United States Controlled Substances Act. Under the federal laws of the United States of America, manufacturing, distributing, dispensing or possession of cannabis is illegal, and individuals are subject to arrest and/or prosecution for doing so. You acknowledge that medical use is not recognized as a valid defense under federal laws regarding cannabis. You acknowledge that the interstate transportation of cannabis is a federal offense.
- 7.2. California Law.** You expressly acknowledge that the use, possession, cultivation, transportation and distribution of medical cannabis is illegal in California unless all participants are acting completely within the scope of California's medical cannabis laws as set forth in the California Compassionate Use Act of 1996 (California Health & Safety Code Section 11362.5), the Medical Marijuana Program Act (California Health & Safety Code Sections 11362.7 *et seq.*), the Medical Cannabis Regulation and Safety Act and any amendments thereto, and the Adult Use of Marijuana Act.
- 7.3. Jurisdictions.** The Site is operated by the Company within the State of California, United States. The Company makes no representation that the Site and its content are appropriate or available for use in other locations. Software from the Site is further subject to United States export controls. Software from this Site shall not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any countries that are subject to U.S. export restrictions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Requests. By accessing or using any part of the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

8. **Indemnity and Release.** You agree to release, indemnify and hold the Company, the Association, the Collective, and their affiliates and their officers, employees, directors, managers, and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Site, the Online Services, your Membership in the Collective, your violation of these Terms or your violation of any rights of another. If you are a California resident, you expressly waive any rights you may have under California Civil Code Section 1542 (including any similar provision of law or successor statute), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
9. **Disclaimer of Warranties.** THE SITE AND ONLINE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE, THE ONLINE SERVICES, THIRD-PARTY SOFTWARE AND CONTENT, THE PRODUCTS, AND ANY SERVICES THAT MAY BE PROVIDED BY THE COLLECTIVE. NEITHER THE COMPANY NOR THE COLLECTIVE MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE ONLINE SERVICES OR ANY PRODUCTS, OR THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE DO NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF ANY THIRD-PARTY SERVICE PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, IS SOLELY WITH YOU.
10. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER THE COMPANY NOR THE COLLECTIVE WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) YOUR USE OR INABILITY TO USE THE ONLINE SERVICES OR THE PRODUCTS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID US IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.
11. **Arbitration.** Any and all disputes, claims, or controversies arising out of or relating to these Terms, your use of the Site, the Online Services, or transactions with the Collective facilitated by your use of the Site and the Online Services, that are not resolved by mutual agreement shall only be resolved by binding arbitration to be conducted before JAMS or its successor. Unless otherwise agreed by the parties, arbitration will be held in San Francisco, California, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in these Terms.

The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator shall have complete authority to provide a remedy for any dispute arising out of or relating to these Terms or the Services. The arbitrator's authority shall include interpretation of these Terms, including the interpretation and application of this arbitration provision and determination of the scope of the arbitrator's authority. The arbitrator shall not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrator shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section shall be enforceable in any court of competent jurisdiction.

- 12. Entire Agreement.** These Terms constitute the entire agreement between you and the Company and govern your use of the Site and the Online Services, superseding any prior agreements between you and us.
- 13. Applicable Law and Venue.** These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California.
- 14. No Implied Waiver.** Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- 15. Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- 16. Assignment.** You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction. Attempts to assign these Terms without our prior written consent shall be void.

Contact Us

Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices on the Site. Please use the Contact section of our Site to report any violations of these Terms or to ask any questions about these Terms or the Service.

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