

TERMS OF USE

Last updated: **April 10, 2020**

These terms of use, including the MMT Privacy Policy, Cookie Policy, and the Privacy Notice for California Residents (hereinafter, the “**Terms**”) govern your access to and use of the website <https://www.medicinemantechologies.com/> (the “**Website**”), and associated Content (as defined below) (collectively, the “**Service**”), and constitute the entire, complete, and binding agreement between you and MMT (as defined below) with respect to the Service. The offer of the Service to you is conditioned upon your acceptance of these Terms.

Medicine Man Technologies, Inc., a Nevada corporation (“**MMT**”), owns and operates the Service. The terms “we”, “us” and “our” also refer to MMT. The term “you” refers to the person visiting this Website.

BY USING THE SERVICE FOR ANY PURPOSE AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY. PLEASE ASK US ANY QUESTIONS YOU MAY HAVE BY WRITING AN EMAIL TO: info@medicinemantechologies.com.

1. WHO MAY USE THE SERVICE

By accessing or using the Service, you represent that you are at least 21 years of age and have full legal capacity. If you are under 21 years of age, you may NOT use the Service. The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have previously banned you.

2. LOCATION; CHANGES; DURATION

2.1 Location

The Service is provided to and accessed by users solely at our business location in Denver, Denver County, Colorado, United States of America (the “**Business Location**”). You agree that, by accessing and using the Service, or any part thereof, you are choosing of your own volition to accept to be bound by these Terms and that you are availing yourself of the Service at the Business Location. MMT makes no representations or warranties that the Service is appropriate or available for users accessing the Service at the Business Location from any location outside the United States. BEFORE YOU ATTEMPT TO ACCESS THE SERVICE FROM ANY LOCATION OUTSIDE THE UNITED STATES, BE AWARE THAT THE SERVICE MAY CONTAIN CONTENT OR LINKS THAT ARE NOT AVAILABLE, OR THAT ARE PROHIBITED, IN THE LOCATION OUTSIDE THE UNITED STATES; AND THAT YOU THEREFORE ACCESS THE SERVICE SOLELY AT YOUR OWN RISK.

2.2 Changes

We reserve the right to modify, amend, or otherwise change these Terms, in whole or in part, at any time and at our sole discretion. Such changes to the Terms will take effect as of the “Last updated” date stated at the beginning of these Terms. Each time you access the Service, you agree to be bound by the most current version of the Terms. However, it is ultimately your responsibility

to review the Terms for any changes before using the Service. You may not change any elements of the Terms without our prior written consent. By continuing to use the Service, you thereby consent to any and all updates to the Terms.

2.3 Duration

Upon any access or use of the Service, the Terms remain thereafter in full force and effect in respect of such access or use, as they may be updated from time to time.

3. USE OF THE SERVICE

3.1 Limited License to Use the Service

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by MMT, its third-party providers and other respective owners, if any.

Subject to all conditions, restrictions, and eligibility requirements described herein, we grant you a limited, non-transferrable, non-exclusive, royalty-free, worldwide, revocable license to access and use the Service for your own lawful, personal, and non-commercial purposes. This license is not a sale and does not grant any ownership right, title, interest, or any other rights in the Service.

If you breach any of these Terms, the above license will terminate automatically.

3.2 Information About You

We may receive, gather, collect, retain, disclose, and otherwise use, certain personally-identifying and other information about you in a manner governed by our Privacy Policy and Cookie Policy. MMT may use such information without monetary compensation to you and in consideration for the various services and Content provided or made available to you through the Website.

If you want to use certain features of the Service, you may have to provide information such as your full name, email address, company (optional), shipping address, telephone number, payment information, and billing address.

You are solely responsible for the safekeeping of your information, and you agree to supervise and take full responsibility for any use of your information by you or anyone other than you (whether authorized by you or not). **YOU ACKNOWLEDGE AND AGREE THAT: (1) NONE OF MMT OR ANY AFFILIATE OR PARTNER WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR INFORMATION; AND, (2) THE UNAUTHORIZED USE OF YOUR INFORMATION COULD CAUSE YOU TO INCUR LIABILITY TO MMT.**

3.3 Restrictions on Your Use of the Service

You agree that you will NOT use the Service, or any portion(s) thereof in any way not expressly permitted by these Terms or in any way that violates the governing law or any other applicable local, state, national and international laws and regulations of your residence and location; and that if you do, we reserve the right to terminate your access to and use of the Service, and you may be subject to various liabilities under the applicable laws. Specifically, you represent, warrant, and agree that you will NOT:

- (a) use the Service in a way that violates any law or infringes the rights of any person;
- (b) use the Service to sell access to the Service, gain advertising or subscription revenues, or collect, data-mine, or harvest personally identifiable information for your profit;
- (c) act as an agent, affiliate, or representative of MMT or the Service;

- (d) suggest or imply that MMT or the Service has any relationship or affiliation with any other company or services, or that MMT endorses, sponsors, or recommends the Contents, products or services on any website, webpage, or other platform;
- (e) modify, translate, adapt, edit, transform, or otherwise create derivative works of or from any part of the Service;
- (f) circumvent, hack, disable, decompile, reverse-engineer, DDOS attack, password sniff, inject malicious code into, or interfere in any way with security-related features, robot-exclusion headers, technical measures, algorithms, source code, or digital rights management tools that restrict or limit use or copying of the Service;
- (g) impose, in our opinion, an unreasonable or disproportionately large burden on our infrastructure;
- (h) deep-link to any portion of the Service for any purpose; and,
- (i) frame, mirror, or otherwise incorporate any part of the Service into any other website, webpage, mobile application, product, or service unless you have MMT's express permission to do so.

Additionally, you acknowledge and agree that you (and not MMT) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

4. CONTENT

4.1 Definition of Content

“**Content**” here means any information available on or transmitted through the Service, including, without limitation, the following: ideas, data, text, tags, script, posts, messages, comments, questions, slogans, newsletters, descriptions, pricing, tables, statistics, rankings, ratings, reviews, lists, maps, spreadsheets, models, pictures, photographs, presentations, drawings, graphics, logos, designs, brands, images, buttons, icons, widgets, interfaces, applications, application programming interfaces (“**APIs**”), software, source code, object code, digital files, compilations, compositions, sounds, sound recordings, audio clips, music, jingles, spoken word, performances, speeches, audio-visual works, interactive works, games, video games, movies, films, shows, videos, video clips, commercials, infomercials, advertisements, and all other materials, features and functions available on or through the Website, or any other content through the Website that is copyrighted and/or trademarked work of MMT.

4.2 Content of MMT or Our Affiliates

One or more of MMT, or our affiliates or licensors own all Content, and we reserve the right to change or remove such Content from the Website for any reason and without notice to you. You may NOT reproduce Content found on the Website in other websites or platforms without obtaining our prior written consent.

5. ELECTRONIC COMMUNICATIONS

This section does not apply to information supplied by you to the Service that can identify you personally. MMT believes in protecting your privacy. Please visit our current Privacy Policy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments or suggestions to MMT, whether by letter, email, telephone, through the contact form on our Website, or otherwise (collectively, “**Feedback**”), all such Feedback is, and will be treated as non-confidential and non-proprietary. You hereby assign to MMT all right, title, and interest in, and MMT is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such Feedback. You also understand and agree that MMT is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. MMT may use aggregated and statistical data derived from Website usage.

6. LINKS

6.1 Links to Third-Party Websites

The Service may contain links and advertisements to other websites, webpages, smartphone applications, services, products, and other resources. MMT has no control over such third party websites or resources, and you acknowledge and agree that we are not responsible for the availability of such websites, webpages, services, products, or resources, and do not endorse and are not responsible or liable for any information, content, advertising, products, or other materials on or available therefrom. You also acknowledge and agree that MMT will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or resource. Moreover, your correspondence and business dealings with other third parties found on our or through the Service, including payment and delivery of any advertised goods or services—and any other terms, conditions, warranties or representations associated with such dealings—are solely between you and such other user or third party. You agree that MMT shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such users or other third parties on our Website.

6.2 Links From Third-Party Websites to MMT Website

Unless we provide you with written consent giving you broader rights to link or advertise the Service on third party websites, you may only link or hyperlink to the Service elsewhere on the Internet and World Wide Web for non-commercial purposes. In doing so, you may NOT use any of our trademarks or trade names except in a plainly descriptive manner.

You may link to the Service only in compliance with these Terms, and only in the following instances:

- (a) The link does not reproduce the Content, totally or partially, in any way;
- (b) The link does not contain false, inaccurate or incorrect statements about MMT or the Service, in particular, statements that imply that MMT in any way authorizes or approves the provision of the link, or the products or services of the third-party where the link is provided;

- (c) The look and feel of all Content that accompanies the link or is on the same page as the link (for example, the entire article in which the link appears, even if it is not all on the same page as the link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with MMT's name, reputation or any of its trademarks, trade names or service marks, as determined by MMT in its sole discretion; and,
- (d) The third-party websites or resources where you link the Service do not contain or promote illicit, illegal, vulgar, obscene, sexual, erotic, pornographic, degrading, or otherwise inappropriate Content, or racially, ethnically, or otherwise inappropriately discriminatory language as determined by us in our sole discretion.

We may revoke our consent to a link at any time, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within three business days) remove all affected links from your website.

7. INTELLECTUAL PROPERTY RIGHTS

Any trademarks and service marks, trade names, trade dresses, copyrighted works of authorship, rights of publicity, patents, know-how, trade secrets, and proprietary ideas that are displayed, performed, transmitted, or otherwise appearing on the Service (collectively, the "IP") are owned by MMT, licensed to MMT, or used by MMT in a merely descriptive manner, under the fair use doctrine, under the first-sale doctrine, by virtue of being in the public domain, or in accordance with another legal exception or exemption. Other than as expressly allowed by us in writing, nothing herein or in the Service may be implied as granting any license, assignment, or right to copy or use of our trade name or any of our IP without our prior written authorization. Any unauthorized reproduction or distribution of the Service or Content that you do not own, or parts thereof, is expressly prohibited and may result in civil litigation, damages, injunctive relief and possibly even criminal penalties under law. Please inform us if you become aware of any infringement or violation of intellectual property rights, by emailing us at: info@medicinemantechologies.com.

8. INDEMNIFICATION

You agree to defend, indemnify, reimburse, and hold harmless MMT as well as its shareholders, officers, employees, agents, advisors, subsidiaries, affiliates, assignors and licensors from and against any and all claims, causes of action, actions, demands, liabilities, damages, losses, fines, penalties, costs and expenses of any kind, and settlements including without limitation, attorney, paralegal, expert witness, investigation, and accounting fees, arising out of, relating to or in connection with: (i) your use (or misuse) of and access to the Service, (ii) your breach of any provision in these Terms, (iii) any of your representations or warranties made herein, (iv) your violation of any applicable law, rule or regulation, or rights of any third party, (v) any claim that any information provided by you to MMT in connection with the Service, including the Content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (vi) any dispute that you have with any third party relating to or in connection with the Service. We will have the option to assume the exclusive defense and control of any action to which MMT is named a party, and you agree to cooperate with us in asserting any available defenses we find appropriate. NOTHING

STATED IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

THE WEBSITE AND THE CONTENT PUBLISHED WITHIN THE WEBSITE MAY INCLUDE INACCURACIES OR ERRORS. MMT DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY OR INTEGRITY OF THE SERVICE, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE. MMT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MMT DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM MMT, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MMT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MMT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL MMT (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR OTHERWISE ARISING OUT OF THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MMT (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN

EXCESS OF \$100.00. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. MODIFICATION OF THE WEBSITE

At any time and in MMT's sole discretion, MMT may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension or discontinuance.

11. ENFORCEMENT

The remedies available to MMT in these Terms are cumulative and in addition to any others available to MMT. MMT may seek all remedies available to it at law and in equity for any violation of these Terms. MMT may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) system administrators at Internet service providers, networks or computing facilities; and (iii) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

12. DISPUTE RESOLUTION SYSTEM

12.1 Governing Law

These Terms and any and all claims, disputes or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Colorado, without regard to any principles of conflicts of law.

12.2 Arbitration

ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND MMT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A

NEUTRAL ARBITRATOR. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (currently available at http://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held in Denver County, Denver, United States, unless you and MMT otherwise agree in writing. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding.

12.3 Irreparable Harm

Notwithstanding Section 12.2, you acknowledge that unauthorized use of the Service or other breach of these Terms could result in immediate and irreparable damage to MMT, and that money damages alone would be inadequate to compensate MMT. Therefore, in the event of your breach or threatened breach of any provision of these Terms, MMT may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

13. GENERAL PROVISIONS

13.1 Relationship of the Parties

No agency, partnership, joint venture, or employment relationship is created or exists between you and MMT or our affiliates unless expressly stated in another agreement.

13.2 Waivers

The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. For any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. However, such waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.

13.3 Entire Agreement

These Terms constitute the full agreement in respect of your use of the Service, and supersede any other communication, understanding or agreement between you and MMT concerning the Service.

13.4 Severability

If any provision of these Terms is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that these Terms will otherwise remain in full force and effect.

13.5 Assignments

You may not assign or transfer the Terms or any licenses and rights discussed herein. Any attempt by you to assign, transfer, delegate or sublicense the Terms, or any part thereof, without such consent will be null and void. We may assign, transfer, delegate or sublicense the Terms or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

13.6 Notices

All notices we are required to give you may be delivered electronically by email or through the Website. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address. Notices we send you will be deemed delivered when emailed or transmitted by us.

All notices, approvals, requests or demands you make to MMT, shall be in writing, and shall be sent by express courier as follows:

Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239, United States
United States of America
Attn: Shane Sampson

13.7 All Rights Reserved

All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any relevant jurisdiction, including criminal prosecution where available.