

Terms of Use Three Girl Scientists, LLC www.threegirlscientists.com

These Terms of Use apply to all visitors, users, physicians clinics, dispensaries, and other participants (referred to as you below) of the Three Girl Scientists website accessible at www.threegirlscientists.com, and any other website (all of the foregoing, collectively, the THREE GIRL SCIENTISTS Website) operated or owned by Three Girl Scientists, (“THREE GIRL SCIENTISTS”) and/or its subsidiary or other affiliate (an “Affiliate”) which operates the THREE GIRL SCIENTISTS Website with respect to a given state or other jurisdiction (collectively, “we” or “THREE GIRL SCIENTISTS”), unless contrary or additional terms and conditions are expressly stated to apply at such other websites or with respect to a given web page or feature. These Terms of Use also apply to any service or feature provided by THREE GIRL SCIENTISTS whether or not reachable through the THREE GIRL SCIENTISTS Website, except when expressly stated otherwise by THREE GIRL SCIENTISTS. If you are a doctor, clinic, or medicine provider, these Terms of Use supplement (but do not supersede, and are subordinate to) any terms provided in a written agreement you may have directly with THREE GIRL SCIENTISTS, if any.

You agree to these Terms of Use by displaying, using or accessing the THREE GIRL SCIENTISTS Website or any service or feature provided by THREE GIRL SCIENTISTS, by registering a user account on the THREE GIRL SCIENTISTS Website, by placing a listing for services on the THREE GIRL SCIENTISTS Website, by providing personal or user information to the THREE GIRL SCIENTISTS Website, by submitting or posting any information or other material to the THREE GIRL SCIENTISTS Website, or by allowing or authorizing any person to do any of the same on your behalf or for your benefit. If you do not agree with these Terms and Conditions, please do not use, or authorize another on your behalf to use, the THREE GIRL SCIENTISTS Website or any such services or features. Questions and concerns regarding this Policy should be directed by e-mail to contact@threegirlscientists.com.

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You confirm that you are at least 18 years of age, and are fully able and competent to enter into the obligations set forth in these Terms of Use. If you are not at least 18, please do not use the THREE GIRL SCIENTISTS Website (please note that we allow persons who are at least 18 to use the THREE GIRL SCIENTISTS Website on behalf of minors of whom such persons are parents or legal guardians, but we reserve the right to verify age and proper supervision as we determine in our discretion).

THE INFORMATION, ACTIVITIES AND RECOMMENDATIONS DESCRIBED ON THE THREE GIRL SCIENTISTS WEBSITE ARE INTENDED FOR USE ONLY IN JURISDICTIONS WHERE SUCH ACTIVITIES ARE LEGAL. THREE GIRL SCIENTISTS STRONGLY DISCOURAGES ALL ILLEGAL ACTIVITIES AND ANY USE OF THE THREE GIRL SCIENTISTS WEBSITE AND ALL THREE GIRL SCIENTISTS SERVICES AND PRODUCTS IS STRICTLY PROHIBITED IN ANY JURISDICTION WHICH HAS NOT LEGALIZED MEDICAL MARIJUANA.

THE CONTENTS OF THE THREE GIRL SCIENTISTS WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

1. Services Offered by Medical Consulting Network

1.1 The THREE GIRL SCIENTISTS Website is an online community, directory, and communications platform which facilitates the exchange of information between and among patients and pharmacists.

We reserve the right to remove or add topics and services, or modify how they are used or displayed, in our sole discretion. Use of the THREE GIRL SCIENTISTS Website is strictly limited to jurisdictions in which the foregoing activities are legal. THREE GIRL SCIENTISTS reserves the right to commence charging users or advertisers, or to change the pricing or pricing structure, at any time for any service or feature offered by THREE GIRL SCIENTISTS or through

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the THREE GIRL SCIENTISTS Website. You attest that, in your capacity as a user of the THREE GIRL SCIENTISTS Website or any THREE GIRL SCIENTISTS service and that the recording (in any form or medium) of any interaction with THREE GIRL SCIENTISTS or the THREE GIRL SCIENTISTS Website, or any pharmacist consultation, may be a violation of privacy rights or state or federal law. THREE GIRL SCIENTISTS does not grant permission to record any such interaction.

1.2 THREE GIRL SCIENTISTS may require that you become a member (or join) and register with THREE GIRL SCIENTISTS, in various account capacities (such as patient or caregiver) to access certain features and services available on the THREE GIRL SCIENTISTS Website. You may be asked to provide a username and/or password on each visit so that THREE GIRL SCIENTISTS can confirm your identity and previous entry into these Terms of Use. You are prohibited from sharing or transferring your account or your username and/or password with or to any other person, and only one patient or user is allowed per account/member. You may not, nor allow any other person to, timeshare, sublicense, or otherwise transfer all or any portion of your THREE GIRL SCIENTISTS membership or your rights to access any THREE GIRL SCIENTISTS Website or services to any other party, or make commercial use of your THREE GIRL SCIENTISTS account without the express prior written consent of THREE GIRL SCIENTISTS. You may cancel your THREE GIRL SCIENTISTS membership by e-mailing THREE GIRL SCIENTISTS at contact@threegirlscientists.com, which e-mail must originate from the e-mail account you specified at the time you created your username, must specify your THREE GIRL SCIENTISTS username, and must specify that you wish your THREE GIRL SCIENTISTS membership terminated if you have registered for a membership.

1.3 Except when otherwise expressly stated by THREE GIRL SCIENTISTS, you agree that THREE GIRL SCIENTISTS has no responsibility for:

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- (a) the content or accuracy of any listing, advertisement, offering, or other materials regarding third parties, or the quality or availability of any product or service advertised within a listing, advertisement, offering, or such other materials or
- (b) any user or member posted opinions, statements, or other content.

If the content and information posted on the THREE GIRL SCIENTISTS Website is provided by third parties and the opinions and statements appearing on the THREE GIRL SCIENTISTS Website are not those of THREE GIRL SCIENTISTS or its management, and THREE GIRL SCIENTISTS bears no responsibility for the accuracy or content of any such material. You expressly release THREE GIRL SCIENTISTS and its officers, directors, employees, and agents from any liability or obligation relating to such third party opinions, listings and other statements. If the THREE GIRL SCIENTISTS Website provides a public forum for the exchange of opinions regarding certain products and services, and you acknowledge that others' opinions may differ from your own and that the contents of any such opinions or assertions shall not give rise to any claim or right against THREE GIRL SCIENTISTS, its sponsors, affiliates, officers, directors, employees, or agents, each of which you expressly hereby waive.

1.4 Most of the information and materials published on the THREE GIRL SCIENTISTS Website are intended only to complement, and not to replace or contradict, any health or medical advice or information provided by healthcare professionals. If you have any questions, please contact your doctor or other healthcare professional.

1.5 You acknowledge and agree that if you provide THREE GIRL SCIENTISTS or the THREE GIRL SCIENTISTS Website with personal health information such as health condition, medical history, treatment history, history of use of, or eligibility for treatment with, medical marijuana, and other such information (PHI) that THREE GIRL SCIENTISTS will use, provide, and disclose such PHI for the purposes for which it was provided, including without limitation that

(a) if PHI is provided in conjunction with a request for an appointment or consultation with a pharmacist or medicine provider, or other third party (or otherwise in response to a listing, offering, or advertisement) that such PHI will be provided to the pharmacist, medicine provider, or other third party as part of the request or response

If you are a patient, you hereby authorize THREE GIRL SCIENTISTS to disclose and verify you as a patient to any law enforcement agency, your physician(s), Child Protective Services. Such consent is subject to written revocation only, at any time except to the extent that action has already been taken on the basis of this consent.

PLEASE DO NOT PROVIDE ANY PHI IF YOU DO NOT WISH IT TO BE USED IN THE LIMITED MANNERS DESCRIBED HEREIN, IN THE PRIVACY POLICY, OR ON THE THREE GIRL SCIENTISTS WEBSITE.

1.6 You may be required to submit certain information in conjunction with qualifying or registering for an THREE GIRL SCIENTISTS service, in requesting an appointment with a pharmacist or other party through THREE GIRL SCIENTISTS, or during your consultation with a pharmacist or other caregiver. You agree to provide truthful, accurate, and not misleading information during all such processes, and you attest that:

(a) the information you provide is and will be correct and that any medical history presented or discussed with any pharmacist (or other party whom you contact through THREE GIRL SCIENTISTS) is and will be entirely factual and complete, each to the best of your knowledge; and

(b) you will not use any pharmacist's recommendation for the purpose of illegally obtaining medical/recreational marijuana. You also understand that you must be a resident of a state which has appropriate legal provisions to accommodate the use of medical/recreational marijuana to be eligible to do so.

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Providing fraudulent information or attempting to fraudulently obtain medical marijuana, including misrepresentation of your state of residency, medical records, history, condition or intentions, is illegal and may subject you to civil and/or criminal liability. THREE GIRL SCIENTISTS is neither providing medical/recreational marijuana, nor does THREE GIRL SCIENTISTS encourage any illegal activity in obtaining medical/recreational marijuana. You agree not to use the THREE GIRL SCIENTISTS website or any THREE GIRL SCIENTISTS service for the purpose of illegally obtaining, growing, or distributing medical/recreational marijuana.

1.7 You agree that we may in our sole discretion, without notice of any sort, but have no obligation to:

- (a) modify from time to time the design and functionality of the THREE GIRL SCIENTISTS Website and all services we offer;
- (b) reasonably edit listing, advertisement or offering copy or user submitted information or content;
- (c) reasonably review, approve, edit and modify other data and content submitted by doctors, clinics, dispensaries, advertisers, listing owners, and users; or
- (d) reformat materials submitted for the purpose of display on the THREE GIRL SCIENTISTS Website or uniformity with other listings.

1.8 You hereby acknowledge and agree that you have been advised of, and understand the following:

- (a) the cannabis plant is not regulated by the United States Food and Drug Administration and therefore may contain unknown quantities of active ingredients, impurities and/or contaminants;
- (b) medical marijuana smoke contains chemicals known as tars that may be harmful to your health;

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- (c) should respiratory problems or other ill effects be experienced in association with its use, it should be discontinued and reported to your physician immediately;
- (d) medical marijuana may affect your coordination and cognition in ways that could impair your ability to drive, operate machinery, or engage in potentially hazardous activities;
- (e) there are potential risks associated with an elevated daily consumption of medical marijuana including risks with respect to the effect on your cardiovascular and pulmonary systems and psychomotor performance, risks associated with the long-term use of marijuana, as well as potential drug dependency;
- (f) there is no guarantee that medical marijuana will provide any benefit regarding your condition, and the benefits and risks associated with the use of marijuana are not fully understood;
- (g) the use of marijuana may involve risks that have not been identified, and you may consider alternatives to medical marijuana treatment suggested by your pharmacist.

2. Advertisements, Offerings, and Listings

2.1 THREE GIRL SCIENTISTS may refuse or remove any offering, listing, advertisement or other matter in its sole discretion for any reason or no reason. THREE GIRL SCIENTISTS does not guarantee any respective placement or ranking of offerings, listings, or advertisements in relation to others. Generally, THREE GIRL SCIENTISTS will rank listings by proximity to the patient's or other user's registered address, provided however that we reserve the right to rank or order advertisements, offerings, or listings by other methods, in our discretion. You agree that we have no liability with respect to the placement or sorting of listings, offerings, or other matter, any modifications made thereto, or for any loss or damage resulting from the design, sorting or positioning of any listing, offerings, or other matters, or its components.

2.2 Advertisers (or others who have submitted a listing) may remove a listing by sending cancellation or deletion requests must be submitted to contact@threegirlscientists.com at least

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five business days prior to the requested deletion, provided that deleted listings are not eligible for any refund and provided further that opinions, feedback, and other community postings may not be eligible for deletion.

2.3 You hereby grant to THREE GIRL SCIENTISTS a perpetual, worldwide, royalty-free (and fully paid-up), transferable, sublicenseable, non-exclusive, irrevocable and unlimited license to publish, use, reproduce, copy, display, distribute, transmit, edit or modify (to the extent otherwise permitted herein), synchronize, make derivative works of, compile, use and otherwise exploit, through any medium now known or hereafter developed, all of your offerings, listings or advertisements submitted to the THREE GIRL SCIENTISTS Website or otherwise contained on the THREE GIRL SCIENTISTS Website with your permission, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, including without limitation for the purpose of promoting THREE GIRL SCIENTISTS and the THREE GIRL SCIENTISTS Website. You hereby waive any applicable moral rights. While we may, in our discretion, use commercially reasonable means to protect the content of a listing or advertisement, you agree that we have no liability or legal responsibility whatsoever for the acts of any third party who may, or may attempt to, copy any listing or component thereof or reuse the same elsewhere without our permission.

2.4 You are solely responsible for keeping all offering, listing and advertisement information, and all contact and other information provided to THREE GIRL SCIENTISTS by you or on your behalf, accurate and up to date, and you hereby represent and warrant that such information is and shall be kept current and accurate. Additionally, you hereby accept legal responsibility for all representations made in your offerings, listings or advertisements, the locations, pricing, specialties, certifications, and other attributes of any product or service you offer via the THREE GIRL SCIENTISTS Website, and its or their availability for specific dates, times, prices, or other terms.

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2.5 You covenant, represent and warrant that:

- (a) all of your offerings, listings and advertisements are true and accurate in all respects, you have all necessary rights to offer and promote the product or service described therein, and such offering, listing or advertisement complies with all applicable laws and regulations pertaining to advertising, promotional materials, and any other matter contained therein or pertaining to the product or service offered, and your offer of said product or service is legal and the same may be sold or provided legally;
- (b) you own, or otherwise have the complete right and authority to
- (c) permit THREE GIRL SCIENTISTS to publish, reproduce, copy, display, distribute, modify (to the extent otherwise permitted herein), and use, and
- (d) otherwise convey the rights granted THREE GIRL SCIENTISTS herein to, your offerings, listings and advertisements, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, as provided herein or as may otherwise be consistent with the use and treatment of other offerings, listings and advertisements on the THREE GIRL SCIENTISTS Website;
- (e) no such offering, advertisement or listing, and no such component thereof, infringes or violates any trademark, copyright, patent, trade secret, publicity right, privacy right, attribution right, integrity right, personality right, or any other right of any sort of any other person; and
- (f) with respect to each image or photograph submitted or used for your listings or advertisements, any likenesses or individual persons portrayed in such images or photographs have granted full permission for the same to be displayed as permitted herein or as is otherwise consistent with the usage and display of listings and advertisements on the THREE GIRL SCIENTISTS Website.

2.6 You hereby indemnify and hold harmless THREE GIRL SCIENTISTS, its shareholders and owners, managers and directors, officers, employees, agents, affiliates, and sublicensees from

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and against any damages (including reasonable attorney's fees and expenses), claims, losses, or other liabilities arising out of or relating to:

(a) any breach by you or your agents or principals of the foregoing representations or warranties or any covenant applicable to you herein, or

(b) any matter contained in your offerings, listings or advertisements or the placement thereof on the THREE GIRL SCIENTISTS Website.

2.7 As part of THREE GIRL SCIENTISTS's service, we will use reasonable efforts to transmit notifications of inquiries and requests for services from users via the THREE GIRL SCIENTISTS Website to patients' registered e-mail addresses and then use reasonable efforts to transmit any responses back to users. However, THREE GIRL SCIENTISTS cannot, and has no responsibility to, assure any such e-mails are received. It is your responsibility to be sure your e-mail systems are capable of receipt of such notifications and responses and that your registered e-mail address is accurate.

2.8 If we receive any complaints pertaining to the products or services you offer or advertise through the THREE GIRL SCIENTISTS Website, such as that you partake in unfair business practices, breach your obligations to patients or clients, or partake in any other unprofessional or unfair activity, and we determine such complaints to be justified, in our sole discretion, we may, but shall not have the obligation to, remove or delete your offering or listings without notice or place warnings on or near your listings, notwithstanding any paid service which you may have purchased.

3. Paid Services and Payment Terms

3.1 Paid Services for Pharmacists and Advertisers and Listing Owners

3.1.1 Subject to any terms or conditions set forth on the THREE GIRL SCIENTISTS Website pages describing any paid placement, listing, service or feature, and subject further to any direct written agreement between you and THREE GIRL SCIENTISTS pertaining to such service or feature (which shall supplement these Terms of Use, but not supersede them except to the extent of a direct conflict of terms, in which case these Terms of Use shall be subordinate to such written agreement), you agree to pay all fees and other charges applicable to each paid placement, listing, service or feature you have ordered according to the web page or specified pricing and other terms and conditions, and to comply with applicable billing terms (prepaid or post-paid) in effect at the time the fee or charge becomes payable (including without limitation, as applicable, that payments will be charged to your payment card) for the applicable time period (if any) to which you have committed according to the order submitted for the placement, listing, service or feature. Listings or advertisements removed at the advertiser's request prior to the completion of such period are not subject to a refund.

3.1.2 Certain listing, offering, and advertisement placement services, by their terms, automatically renew for succeeding periods unless you provide notice of cancellation, as provided by the terms of your specific agreement with THREE GIRL SCIENTISTS (or, if none, at least 30 days in advance of the desired termination or cancellation date). Notwithstanding anything to the contrary, THREE GIRL SCIENTISTS reserves the right, in its sole discretion, to cancel or terminate any service or feature, or your participation in any service or feature, immediately, although we will use reasonable efforts to provide advance notice on the THREE GIRL SCIENTISTS Website when practicable.

3.1.3 You agree to honor all discounts and coupons issued by THREE GIRL SCIENTISTS to patients in accordance with their stated terms, subject to the terms of the THREE GIRL SCIENTISTS service or feature you have ordered and further subject to any express written agreement between you and THREE GIRL SCIENTISTS. You further agree to abide by any restrictions, expiration dates, or other terms and conditions stated on or applicable to such

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discounts and coupons. These obligations may extend beyond the term of your relationship with THREE GIRL SCIENTISTS, to the extent required by such other terms and conditions.

3.2 Paid Services for Patients, Consumers, and other Website Users

3.2.1 Subject to any terms or conditions set forth on the THREE GIRL SCIENTISTS Website pages describing services or features available to patients, consumers, or other website users, you agree to pay all fees and other charges applicable to each paid service or feature you have ordered according to the web page or specified pricing and other terms and conditions, and to comply with applicable billing terms (prepaid or post-paid) in effect at the time the fee or charge becomes payable (including without limitation, as applicable, that payments will be charged to your payment card) for the applicable time period (if any) to which you have committed according to the order submitted for the service or feature. Such Services must be cancelled at least 24 hours in advance, and Services not cancelled as provided are not subject to a refund. All discounts and coupons issued as part of a service or subscription are available only in accordance with their stated terms, and extensions, credits and refunds are not available.

3.2.2 Certain services or subscriptions, by their terms, automatically renew for succeeding periods unless you provide notice of cancellation, as provided by the terms of your specific agreement with THREE GIRL SCIENTISTS (or, if none, at least 30 days in advance of the desired termination or cancellation date). Notwithstanding anything to the contrary, THREE GIRL SCIENTISTS reserves the right to cancel or terminate any service or feature, or your participation in any service or feature, upon 30 days prior notice (or sooner if reasonably required by commercial or regulatory circumstances).

3.2.3 Certain THREE GIRL SCIENTISTS services may require you to prequalify according to applicable guidelines or law in order to be eligible for such service or a patient. Because

THREE GIRL SCIENTISTS may not be able to verify or evaluate any representations you may make, or any information you may provide, as part of the prequalification process, THREE GIRL SCIENTISTS will be providing the service in reliance on the accuracy of such representations and other information. Accordingly, THREE GIRL SCIENTISTS is not obligated to provide refunds should it later be determined that you did not actually qualify for the service or booking once the THREE GIRL SCIENTISTS service has been provided to you. You agree to provide THREE GIRL SCIENTISTS with truthful, accurate, and not misleading information during all prequalification processes and screenings so that you are only obligated to pay for services or billings for which you are actually eligible and qualified to receive.

3.3 Generally Applicable Billing and Payment Terms

3.3.1 With respect to all paid services you have ordered that require monthly (or other periodic) payment card billing, you authorize regular monthly (or such other periodic) billing, including charges to be applied to your payment card, according to the terms for such service until cancelled as provided herein. With respect to all paid services you have ordered, you are also responsible to pay:

- (1) unless they are stated as included in the applicable charges, any applicable taxes, surcharges, and other governmentally imposed amounts on the applicable service (stated charges typically include most normally anticipated taxes and surcharges; further information available upon request),
- (2) any penalties, administrative fees, or other amounts arising out of unauthorized payment card usage, charge-backs, bounced checks, and the like, and
- (3) account or service reactivation fees imposed by THREE GIRL SCIENTISTS after termination or suspension of a service. Billing disputes must be submitted within 30 days of the applicable billing date or are deemed waived. Except as otherwise expressly provided, payments to THREE GIRL SCIENTISTS are non-refundable.

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3.3.2 All payments must be in United States dollars. Time is of the essence for payments hereunder, and any past due amounts shall bear interest at the lower of 12% per annum or the highest rate allowed by applicable law. You are responsible for any costs or expenses (including legal or collection agent fees and expenses) of collecting any past due amounts from you or on your account. Unpaid bills may be sent to third party collections. Your payment obligations are not contingent upon collection of any amounts from any third parties.

4. Community Participants and Public Postings

4.1 You agree that THREE GIRL SCIENTISTS shall have the right, but not the obligation, to choose the contents displayed in public, community, feedback, forum, and opinion features within the THREE GIRL SCIENTISTS Website and that it shall have no obligation to use or display any content or submission from you. You also agree that THREE GIRL SCIENTISTS shall have the right, but not the obligation, to edit, redact, or remove any content or submission from you or any other person.

4.2 You understand that by participating in any community, forum, feedback, communications, or opinion feature or service of the THREE GIRL SCIENTISTS Website that the contents of your submissions and communications may be published and become public information, not subject to any obligations or rights of privacy. If you include any contact or other information in your posting, that will also be publicly available. You shall be solely responsible for your own submissions and communications and the consequences of posting or publishing them. You retain all of your ownership rights in your submissions and communications, provided that you hereby grant to THREE GIRL SCIENTISTS a perpetual, worldwide, royalty-free (and fully paid-up), transferable, sublicenseable, non-exclusive, irrevocable and unlimited license to digitize, publish, use, reproduce, copy, display, distribute, transmit, edit or modify (to the extent otherwise permitted herein), synchronize, make derivative

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works of, compile, use and otherwise exploit, through any medium now known or hereafter developed, all of your opinions, content, or other matter submitted to THREE GIRL SCIENTISTS for use in a community feature or posting as an opinion or public statement, including without limitation all proprietary rights comprising the same and other components thereof. You hereby waive any applicable moral rights.

4.3 You covenant, represent and warrant that:

- (a) all of your postings and other submitted content to community or opinion features are either clear expressions of opinion or are true and accurate in all respects;
- (b) you own, or otherwise have the complete right and authority to
- (c) permit THREE GIRL SCIENTISTS to publish, reproduce, copy, display, distribute, modify (to the extent otherwise permitted herein), and use, and
- (d) otherwise convey the rights granted THREE GIRL SCIENTISTS herein to, your postings and other submitted content, including without limitation all content, copy, text, images or photographs, trademarks, service marks, likenesses, names and identities, and other content or proprietary rights comprising the same and other components thereof, as provided herein or as may otherwise be consistent with the use and treatment of other postings and similar matter on the THREE GIRL SCIENTISTS Website; and
- (e) no such posting or matter, and no such component thereof, infringes or violates any trademark, copyright, patent, trade secret, publicity right, privacy right, attribution right, integrity right, personality right, or any other right of any sort of any other person.

4.4 You agree to abide by all of THREE GIRL SCIENTISTS's use policies in effect from time to time, including any Acceptable Use Policy published at the THREE GIRL SCIENTISTS Website, any policies distributed by email, or any amendments thereto, which policies include, without limitation, the following you:

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(a) shall abide by all applicable laws, rules, and regulations relating to the use, posting or transmission of content, software or other matter; and

(b) shall not (nor allow any person to) use the THREE GIRL SCIENTISTS Website in any manner which is illegal, fraudulent or deceptive (including without limitation any practices likely to deceive any other party contacted through the THREE GIRL SCIENTISTS Website), harassing, threatening, harmful, libelous, defamatory, abusive, slanderous, hateful, sexually, racially or ethnically objectionable, vulgar, pornographic, obscene, or otherwise objectionable or unlawful. You will not encourage or enable any person to undertake any illegal act.

4.5 You hereby indemnify and hold harmless THREE GIRL SCIENTISTS, its shareholders and owners, managers and directors, officers, employees, agents, affiliates, and sublicensees from and against any damages (including reasonable attorney's fees and expenses), claims, losses, or other liabilities arising out of or relating to:

(a) any breach by you or your agents or principals of the foregoing representations or warranties or any covenant applicable to you herein, or

(b) any matter contained in your postings, opinions, or other matter, or the placement thereof on the THREE GIRL SCIENTISTS Website.

5. Permitted Uses and Related Terms

5.1 You may not use the THREE GIRL SCIENTISTS Website for any purpose other than to:

(x) post legitimate advertisements and offerings for services and products consistent with the purpose and spirit of the THREE GIRL SCIENTISTS Website, or

(y) view offerings, listings, and opinions thereon and make legitimate inquiries to advertisers and listing owners regarding your genuine interest in a particular product or service or

(z) legitimately and in good faith participate in the other services and features which THREE GIRL SCIENTISTS offers, in accordance with all policies, guidelines, rules, and applicable

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laws. Advertisers and listing owners may not be solicited for other purposes (for example and without limitation, solicitation of advertisers and listing owners for your services is strictly prohibited).

Any other use is strictly prohibited. You may not use the THREE GIRL SCIENTISTS Website in any manner to deceive, harass, or injure any other person or to violate any applicable law, rule, or regulation. You may not use or access the THREE GIRL SCIENTISTS Website in any manner that, in our reasonable judgment, adversely affects the performance or function of the Website or any other computer systems used by THREE GIRL SCIENTISTS. You shall not:

- (a) attempt to gain unauthorized access to any account, the THREE GIRL SCIENTISTS network, or any related components;
- (b) use or access the THREE GIRL SCIENTISTS Website by mobile browsing device while operating a motor vehicle to the extent prohibited by any competent jurisdiction; or
- (c) interfere with another's use and enjoyment of the THREE GIRL SCIENTISTS Website or any THREE GIRL SCIENTISTS services.

5.2 You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the THREE GIRL SCIENTISTS Website in a manner that sends more request messages to the THREE GIRL SCIENTISTS Website servers in a given period of time than a single human would produce in the same period by using a conventional web browser. THREE GIRL SCIENTISTS allows the operators of bona fide public search engines to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials which prominently link back to the THREE GIRL SCIENTISTS source, but not caches or archives of such materials, nor for redisplay on any website or other publication except a bona fide search engine. THREE GIRL SCIENTISTS reserves the right to revoke these exceptions either generally or in specific cases, depending on the nature of use. You agree not to collect or harvest any

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personally identifiable information from the THREE GIRL SCIENTISTS Website, nor to use the communication systems provided by the THREE GIRL SCIENTISTS Website for any commercial solicitation purposes.

5.3 THREE GIRL SCIENTISTS encourages all listing viewers and those who inquire into specific listings to perform their own independent investigation and evaluation of offered products or services. You assume responsibility for your use of any information available on the THREE GIRL SCIENTISTS Website or any other website or materials reachable through the THREE GIRL SCIENTISTS Website.

5.4 You may not circumvent, disable or otherwise interfere with security related features of the THREE GIRL SCIENTISTS Website or features that prevent or restrict use or copying of any content or enforce limitations on use of the THREE GIRL SCIENTISTS Website or the content therein. You may not upload or transmit, or use, any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere, or intercept the normal operation of the THREE GIRL SCIENTISTS Website or any user equipment. THREE GIRL SCIENTISTS reserves the right to refuse hypertext links to other websites or advertiser's pages, and to remove links or web addresses without notice at our sole discretion. In addition, we may institute a policy of charging for links to outside sources upon notice.

5.5 You may use and print a single copy of the textual matter and all non-trademarked graphical matter for personal, non-commercial purposes solely as necessary to utilize the THREE GIRL SCIENTISTS services as consistent with their stated purpose provided that:

- (1) the applicable copyright and trademark notice appears in all copies,
- (2) such materials will not be copied or posted on any network or computer or broadcast or

published in any media, and

(3) no modifications of any materials are made.

Except as provided herein, no other materials or content available on the THREE GIRL SCIENTISTS Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Materials which you are permitted to use as described above do not include the design or layout of the THREE GIRL SCIENTISTS Website or any proprietary materials of any third party, including the trademarks of any sponsors.

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- (c) entering invalid or apparently invalid user information (such as anonymous “Hotmail” e-mail accounts);
- (d) attempting to register for free, trial, or promotional offers under several aliases or with different user information to circumvent any one-user limitation; or
- (e) posting or submitting any opinion, communication, or other content that may indicate that you are (or if you actually are) affiliated with or related to any advertiser, sponsor, listing owner, or person the subject of any such opinion or content, or a competitor thereof, or are otherwise making non-commercial use of the privileges afforded THREE GIRL SCIENTISTS members.

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While THREE GIRL SCIENTISTS makes reasonable efforts to assure that listings are up to date and that your search or filtering of listings provides relevant search results, you agree that THREE GIRL SCIENTISTS has no legal liability whatsoever pertaining to the search results made available to you or the accuracy of any special offers, availability, pricing, or other information

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(e) the cost of procurement of substitute goods and services.

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6.9 The THREE GIRL SCIENTISTS Website may contain links to third parties that sell, manufacture or promote products or services. Your business dealings or correspondence with, or participation in promotions of, third parties, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. THREE GIRL SCIENTISTS is not 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 third parties on the THREE GIRL SCIENTISTS Website.

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other data collected by or through the THREE GIRL SCIENTISTS Website or any module, add-on, or other technology which interfaces with the THREE GIRL SCIENTISTS Website.

8. Miscellaneous

8.1 Each doctor, clinic, medicine provider, or other advertiser or listing owner, and each user who posts comments or opinions or otherwise submits content to THREE GIRL SCIENTISTS agrees that THREE GIRL SCIENTISTS may host the THREE GIRL SCIENTISTS Website or retain a copy of the data comprising such materials outside of the United States.

8.2 Any disputes concerning the THREE GIRL SCIENTISTS Website, any content thereon, any feature or service available through the THREE GIRL SCIENTISTS Website, the privacy policy, or these Terms of Use requiring judicial resolution shall be determined exclusively in the Courts of the State of

IDAHO, in the County of Payette, under the laws of the State of Idaho, provided that THREE GIRL SCIENTISTS may seek injunctive relief and similar remedies in any court of competent jurisdiction.

8.3 You may not assert against THREE GIRL SCIENTISTS any claim in connection with the THREE GIRL SCIENTISTS Website or any THREE GIRL SCIENTISTS feature or service unless you have given THREE GIRL SCIENTISTS written notice of the claim within 7 days after you knew or should have known of the facts giving rise to such claim.

8.4 These Terms of Use:

(a) shall be binding upon and inure to the benefit of each party's respective permitted successors and assignees;

(b) together with the privacy policy (which also applies to and binds you, and is incorporated herein by reference) and such other legal terms as are expressly provided on the THREE GIRL

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SCIENTISTS Website, contains the entire understanding between the parties hereto with respect to the THREE GIRL SCIENTISTS Website and the subject matter hereof, and supersedes all previous oral or written agreements or understandings between the parties with respect thereto, and no advice or information, whether oral or written, obtained by you from THREE GIRL SCIENTISTS or the THREE GIRL SCIENTISTS Website (whether before or after the date you accept these Terms of Use) shall create any obligation or warranty of THREE GIRL SCIENTISTS not expressly stated herein or therein; and

(c) shall not be modified, except by an express modification by THREE GIRL SCIENTISTS as described herein. There are no third party beneficiaries hereof. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

If any provision(s) of the Terms of Use is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

8.5 You agree that THREE GIRL SCIENTISTS may, in its sole discretion, from time to time add to, delete from, or modify these Terms of Use in any reasonable manner by publishing such modifications on the THREE GIRL SCIENTISTS Website. Please check back often if you are concerned about any such modifications.

8.6 If you are located in a state (or other jurisdiction) where the THREE GIRL SCIENTISTS Website is operated by an Affiliate, your relationship is solely with such Affiliate and not with THREE GIRL SCIENTISTS, and any claims you may have arising out of or relating to these Terms of Use or the THREE GIRL SCIENTISTS Website shall be made solely against such Affiliate, and not THREE GIRL SCIENTISTS.

8.7 These Terms of Use are subordinate to any contrary terms contained in any express user or membership agreement between a user, doctor, clinic, or medicine provider and THREE GIRL SCIENTISTS or to any express written agreement containing the signatures of authorized representatives of both parties.

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