

Individual License Agreement & Terms and Conditions

This Content License Agreement ("Agreement"), effective as of the date of the signature below, by and between Emack Enterprises ("Licensor"), of San Diego, CA and _____ [FILL IN CLIENT BUSINESS NAME OR CLIENT'S PERSONAL NAME] an individual ("Licensee"), together (the "Parties"). This licensing agreement is valid whether the licensee attends a live training event, or if the Holistic Caring Licensed Cannabis Health Coaching Program & Quick Start Guide was bought online and downloaded.

RECITALS

WHEREAS, Licensee wishes to develop a "Holistic Caring™ Cannabis Health Coaching" business;

WHEREAS, Licensor is the sole and exclusive owner of certain copyrighted intellectual property that can be used to develop a "Holistic Caring™ Cannabis Health Coach" business ("Educational Materials"); and

WHEREAS, the Educational Materials consist of the following copyrighted documents, content and other items listed in Schedule A:

WHEREAS, Licensor desires to grant Licensee the right to use the Educational Materials to develop a "Holistic Caring™ Cannabis Health Coach" business, subject to the terms and conditions of this agreement.; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE GRANT

License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a nontransferable, nonexclusive, worldwide right solely to personally use the Educational Materials to develop a "Holistic Caring™ Cannabis Health Coach" business. As part of the license, Licensee has the right to use one print or electronic copy of each of the documents that comprise the Educational Materials listed on Schedule A. **This license does NOT include the right to reproduce, distribute, or publicly display the Educational Materials in any way, including through use of the Internet or World Wide Web.** Licensee shall not have the right to sub-license or otherwise enter into agreements to allow others to use the Educational Materials, in whole or in part.

2. TERM

The Initial Term of this Agreement shall be thirty (365) days. This Agreement shall automatically renew for successive thirty (365) days terms, provided that Licensee makes the necessary annual payment.

3. PAYMENT

Licensee agrees to pay Licensor an initial license fee of **\$900** which shall entitle the Licensee to a 365-day Initial Term license as an LCHC. **At times the LCHC may be on sale, and the price will be posted as such.** The **Initial Term Licensee Fee: \$900 is non-refundable** after Licensee either receives the Holistic Caring™ Cannabis Health Coach Program information and – or Quick start Guide from Licensor or downloads the Holistic Caring™ Cannabis Health Coach Program from the Licensor's Web site. If the Licensee no longer wishes to make use of the Educational Materials for any reason, the Licensee must notify the Licensor in writing as such and must certify to the Licensor that the Licensee has destroyed and/or returned all paper and electronic access of the Educational Materials at which point the Licensee is not to use the Holistic Caring™ Cannabis Health Coaching, or property of Licensor in any business dealings.

Renewal Fee

After the expiration of the 365-day Initial Term license, the Licensee will be billed an annual renewal fee. **The renewal fee of \$600 (or sale rate) will need to be paid within 30 days of each LCHC annual renewal period. A reminder email will be sent 30 days prior to the renewal.**

Beginning in January 2022, the License RENEWAL administrative fee will entitle the Licensee to an additional 365-day license of the Educational Materials updated annually, monthly mastermind groups, liaisons for the CBD Marketplace and Green Nurse Approved products, potential to participate in research, access to marketing and business development assistance, business directory listing, and will entitle the Licensee to participate in all continuing education programs offered by the Licensor. The Licensee will also maintain the ability to use the Holistic Caring™ Cannabis Health Coach logo. The Licensee may terminate the automatic administrative fee by terminating this Agreement as described in Section 5 below.

If desired, Licensed Cannabis Health Coaches in good standing may participate in our Mentoring program. The Green Nurse may provide employment opportunities to candidates that would like to apply for mentoring and telehealth, education, and outreach positions.

Referrals to the Affiliate Program: Licensed Cannabis Health Coaches in good standing may participate in our Affiliate program. Affiliate referrals may accumulate towards LCHC annual renewal fees (of \$600) as credits earned or may be paid out as cash incentives based on Affiliate preference.

4. BREACH

Licensee shall be considered in material breach of this Agreement in the event the Licensee misappropriates the Educational Materials, which constitute the Licensor's copyrighted intellectual property, by engaging in any of the following:

- (1) Reproducing additional paper or electronic copies of any of the documents comprising the Educational Materials (including variations of the documents made as a result of alterations undertaken by the Licensee);
- (2) Distributing originals or reproductions of any of the documents comprising the Educational Materials (including variations of the documents made as a result of alterations undertaken by the Licensee) to persons besides the Licensee;

(3) Publicly displaying any of the documents comprising the Educational Materials (including variations of the documents made as a result of alterations undertaken by the Licensee) through any means, including display of the Educational Materials on Social Media, the Internet, or World Wide Web; or

(4) Continuing to use any of the documents comprising the Educational Materials (including variations of the documents made as a result of alterations undertaken by the Licensee) after this Agreement has been terminated by either the Licensee or the Licensor.

5. TERMINATION

- A. Termination for Breach.** This Agreement may be terminated by either Party for the material breach of the other party, provided that the non-breaching Party gives written notice to the breaching Party. Upon providing written notice of a material breach, the Agreement will terminate immediately.
- B. Termination for Reasons Other Than Breach.** This Agreement may be terminated by either Party upon providing thirty (30) days advance written notice to the other party. In the event that a party provides notice of termination during the pendency of a license term, the Agreement shall be considered terminated when the license term in progress expires.
- C. Post-Termination Rights and Obligations.** Upon the expiration or earlier termination of this Agreement, **Licensee shall immediately cease using the Educational Materials and shall destroy any physical copies and/or permanently delete any electronic copies of the Holistic Caring™ Cannabis Health Coaching Program.** In addition, all payments that are owed Licensee shall be immediately payable to Licensor in full.

6. OWNERSHIP

Licensor shall retain all right, title and interest in and to the Educational Materials, subject to the license grant to Licensee hereunder.

Licensor shall retain all right, title and interest in and the Intellectual Property of the System, subject to the license grant to Licensee hereunder. Licensee shall not attempt to invalidate any ownership interest Licensor has or asserts in the Trademarks or System.

Licensee's Property. Licensee will retain all right, title, and interest in and to Licensee's website and social media worldwide including without limitation ownership of all copyrights, trademarks, look and feel, and other intellectual property rights therein, as well as all right, title, and interest in and to its trademarks, service marks and trade names worldwide, including any goodwill associated therewith.

7. DAMAGES

It is acknowledged by both the Licensor and the Licensee that material breach of this Agreement by the Licensee by misappropriating the Licensor's intellectual property will cause the Licensor to incur substantial economic damages and losses of types and in amounts which are impossible to compute

and ascertain with certainty as a basis for recovery by the Licensor of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for breach of this Agreement, the Licensee agrees that liquidated damages may be assessed and recovered by the Licensor as against the Licensee, in the event that the Licensee misappropriates the Licensor's intellectual property and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Therefore, Licensee shall be liable to the Licensor for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that Licensee is in material breach of this Agreement.** Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Licensee shall pay them to Licensor without limiting Licensor's right to terminate this Agreement for breach as provided elsewhere herein.

8. NO ADDITIONAL SERVICES PROVIDED

Licensor will provide NO WRITTEN DETAILED MARKET PLAN, BUSINESS PLAN, or a PR PLAN to the Licensee. The only information given to the Licensee is in the form of the Educational Materials and Quick Start Guide.

9. LICENSEE ASSUMPTION OF RISK

Licensee acknowledges that Licensee is going into business for himself, herself, or themselves; acknowledges that there is a high degree of risk with running any business and that the Licensee will hold harmless the Licensor and all her employees, directors, & share-holders from any damages. Licensor has informed Licensee that use of the Educational Materials does not guarantee a profit and the Licensee's resulting revenues depends solely on the Licensee's efforts, business skills, etc. **By signing this Agreement, or downloading the Holistic Caring™ Cannabis Health Coaching and Quick Start Guide, Licensee acknowledges the high-degree of risk and that the Licensee assumes responsibility for the success of his/her/their own business and for all State and Federal taxes & business expenses.**

10. WARRANTIES

A. Corporate Warranties. Each party hereby represents and warrants that: (i) it has the right, power, and authority to enter into this Agreement; (ii) the Agreement has been duly executed by the Party's authorized representative; and (iii) this Agreement does not contravene or otherwise conflict with any other agreement entered into by that Party.

B. Licensor's Warranties. Licensor represents and warrants that it has all title, rights, and interest in and to the Content and that Licensee's use of the Content will not infringe any intellectual property right of any third party.

11. INDEMNIFICATION

A. Indemnification by Licensor. Licensor will indemnify and hold harmless Licensee, its officers, directors, and employees from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys fees) arising from its breach of any of its warranties in Section 10 herein.

B. Indemnification by Licensee. Licensee will indemnify and hold harmless Licensor, its officers, directors, employees, from any and all third, party claims, liability, damages, and/or costs (including but not limited to, attorneys fees) arising from its breach of its warranties in Section 9 herein or breach of the license grant in Section 1 herein.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST REVENUES OR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

12. OTHER PROVISIONS

Licensor Use of Recorded Audio Sessions. Licensee agrees that by participating in recorded audio sessions conducted by Licensor, the Licensee is consenting to the Licensor using such recorded audio sessions for Licensor's future business purposes.

Assignability. The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law unless the prior consent of the Licensor is obtained.

Choice of Law/Jurisdiction. This Agreement shall be governed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions. The parties consent to the jurisdiction of all such courts.

Successors. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

Waiver. No waiver by either party of any breach of this Agreement shall be deemed as a waiver of prior or subsequent breach of the same or other provisions of this Agreement.

Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

Notices Between the Parties. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the address below or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

Address for the Licensor:

Elisabeth Mack
5210 Balboa Ave. Suite F
San Diego, CA 92117

Address for the Licensee:

[FILL IN LICENSEE ADDRESS]

No Joint Venture. The relationship between Licensor and Licensee is that of independent contractors, and nothing herein shall be construed as creating an employment, partnership, or a joint venture

between them. Neither Party shall have the right to bind the other Party to any obligation or liability whatsoever.

Entire Agreement/Modification. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties on this subject matter. This agreement shall not be modified or amended except in a writing signed by both parties. This Agreement shall take precedence over any other documents which may be in conflict with this Agreement.

Purchasing the Holistic Caring Cannabis Health Coaching Program, I hereby attest that I have read this License agreement and I am electronically signing this License agreement (document) and by signing my name below I hereby accept and agree to all the terms and conditions in the Agreement.

Emack Enterprises, LLC dba Holistic Caring™
LICENSOR

LICENSEE

Elisabeth Mack
Name

Name

Founder & CEO
Title

Title

5210 Balboa Ave. Suite F
Address
San Diego, CA 92117

Address

City Zip

619-880-5135
Phone

Phone

Schedule A

The following System and Content is to be licensed under this Licensing Agreement

1. **The Licensed Cannabis Health Coach Program and the “System” is a “Quick-Start” Guide Booklet named: Holistic Caring™ Cannabis Health Coaching Quick Start Guide.**

The “**Quick-Start**” **Guide** is a Booklet containing the Consultant’s first-person account of how she opened, set-up, and ran the Holistic Caring™ Cannabis Health Coaching Program and other proprietary information.

2. The Licensed Cannabis Health Coach Program and “System” also includes the Holistic Caring™ Cannabis Health Coaching certification program, online learning management system, videos, audio files, pdf booklets, and blogs that will be part of the Certification Program, including all YouTube videos or content Licensor wants protected, data on website and supplemental materials, including all digital media whether known or designed in the future, of Licensor.

These may be posted on The Holistic Caring™ website for licensee to download with a password in the future.

Appendix A

Permitted Uses of System. This Agreement and license give the Licensee the right to use the Licensor’s System, the trademarked Holistic Caring™ name and logo, and confidential information contained within in the Quick Start Guide, SOLELY IN THE MANNER SET FORTH BELOW:

- System
 - The purpose of the System is to provide educational information and the process needed to create and operate a Holistic Caring™ Cannabis Health Coach business.
 - The Data and System applies to anything the Licensor does in the future. This includes online learning management system, videos, audio files, pdf booklets, and blogs that will be part of the Certification Program, including all YouTube videos or other videos Licensor wants protected, data on website and supplemental materials, including all digital media whether known or designed in the future, of Licensor.
- Holistic Caring™ Name
 - May be copied, reproduced, distributed, published or stored, solely in connection with performance of this Agreement.
 - May not be changed or adapted or added to or subtracted from. Licensor’s content must be replaced with Licensee’s content.

- Licensor Website
 - May use excerpts or portions of the written text on Licensee’s website, solely in connection with performance of this Agreement.
 - May not use Licensor images, audio or video files, on Licensee Website (other than the Holistic Caring™ Trademarked name and logo); without the prior written permission of Licensor.
- Licensee Website
 - Licensor shall have the right to request Licensee to remove content from Licensee’s website upon three (3) days’ notice in Licensor’s sole discretion. The purpose of this requirement is to protect the Licensor’s trademark and goodwill in the Holistic Caring™ business.
 - Licensee shall own all right title and interest in the Licensee domain name; however, in the event of a material breach of this Agreement, Licensor shall have the right to take possession of the domain name upon ten (10) days’ notice of the material breach that goes uncured in those ten (10) days.

The following templates for Licensee’s use are available for download upon receipt of payment by Licensor:

- Holistic Caring™ Logo
 - May be copied, reproduced, distributed, published or stored, solely in connection with performance of this Agreement.
 - May not be changed or adapted or added to or subtracted from.
- Business Card Design
 - May be copied, reproduced, adapted, distributed and published, solely in connection with performance of this Agreement.
 - Licensor’s details must be replaced with Licensee’s details, and to use Cannabis Health Coach, and not the general term of Holistic Caring™.
- “Client Consultation / Assessment Form & Legal Waiver” Template
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of this Agreement.
 - Licensor’s content must be replaced with Licensee’s content.
- “Tracking Form & Client Teaching Tools” Template
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.
- Client “Care Plan Follow Up Notes & Digital Workbook Email” template
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System.
- Client teaching / Public Cannabis 101 Community Presentation Slide Deck
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor’s content must be replaced with Licensee’s content.

- Holistic Caring™ Marketing & Outreach Flyers
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor's content must be replaced with Licensee's content.
- Holistic Caring™ Newsletter / Blog Posts
 - May be copied, reproduced, adapted, distributed, published or stored, solely in connection with performance of the System. Licensor's content must be replaced with Licensee's content.

Non-shareable Items:

The following are intended to be used as guidelines only and may not be copied, reproduced, adapted, distributed, published or stored:

- **Holistic Caring™ Licensed Cannabis Health Coach Program**
- **Holistic Caring™ Mastermind Program**
- **Holistic Caring™ Quick Start Guide – the first-person account of how this business was set up and includes the Licensor's trademark filed on 3/4/2020.**

Holistic Caring Terms and Conditions

Agreement between User and www.holisticcaring.com

Welcome to www.holisticcaring.com. The www.holisticcaring.com website (the "Site") is comprised of various web pages operated by Holistic Caring ("HC"). www.holisticcaring.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.holisticcaring.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

www.holisticcaring.com is an E-Commerce Site.

Licensing programs, educational services, and corporate consulting.

Electronic Communications

Visiting www.holisticcaring.com or sending emails to HC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

HC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.holisticcaring.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.holisticcaring.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of HC and HC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. HC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HC of the site or any association with its operators.

Certain services made available via www.holisticcaring.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.holisticcaring.com domain, you hereby acknowledge and consent that HC may share such information and data with any third party with whom HC has a contractual relationship to provide the requested product, service or functionality on behalf of www.holisticcaring.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.holisticcaring.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to HC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of HC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. HC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of HC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of HC or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by HC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the HC Content accessed through www.holisticcaring.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless HC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. HC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with HC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HOLISTIC CARING AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

HOLISTIC CARING AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HOLISTIC CARING AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HOLISTIC CARING AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HOLISTIC CARING OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

HC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and HC as a result of this agreement or use of the Site. HC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HC's right to comply with governmental, court and law enforcement requests or requirements relating to

your use of the Site or information provided to or gathered by HC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

HC reserves the right, in its sole discretion, to change the Terms under which www.holisticcaring.com is offered. The most current version of the Terms will supersede all previous versions. HC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

HC welcomes your questions or comments regarding the Terms:

Holistic Caring
5210 Balboa Ave., Suite F
San Diego, California 92117

Email Address:
info@holisticcaring.com
Telephone number: 619-880-5135
Effective as of June 01, 2020