



Radicle Health Terms of Service

Service Agreement

The purpose of this form is to help you make an informed decision about whether or not you want to receive the telehealth/phone consultation service, knowing that you will have to pay for it yourself.

PRIVATE PAY AGREEMENT/PATIENT SERVICE AGREEMENT

This Service Agreement is entered into between Radicle Health Clinicians Network (“RHCN”) and the undersigned patient (“Patient”) for access to the services defined herein (the “Agreement”). RHCN and Patient shall hereinafter be referred to as individually the “Party” and collectively as the “Parties.”

RHCN SERVICES

Patient Services: RHCN is a professional medical services entity that provides telehealth services that enables its Patients to access and consult with a licensed professional regarding the use of medicinal cannabis via scheduled appointment with RHCN’s systems and protocols.

Professional Services:

- Education about the safe and legal medicinal use of cannabinoids
- Individualized treatment plan that outline the safe, appropriate use of medical cannabis and cannabis oil alternatives from professional registered nurses with expertise in medicinal cannabis via telehealth and other applications
- Ongoing support and follow up from professional registered nurses with expertise in medicinal cannabis nurses via telehealth

Patient acknowledges and understands that he or she will not receive any services from RHCN or its Professionals unless defined as a Patient Service or Professional Service under this Agreement or RHCN policy. Patient acknowledges and understands that RHCN and its Professionals are engaged for limited purposes and are not his or her primary care or specialized practitioner. Patient acknowledges and understand that RHCN or its Professionals do not distribute any medicines.

Patient acknowledges and understands that the scope and delivery of the RHCN Services set forth in this Section may be amended or modified at any time at the sole discretion of RHCN.

BILLING AND PAYMENT

Patient Fee.

- Each Patient shall be responsible for and agrees to pay the cost of the requested service, prior to consultation by completing the payment forms available online.

- A New Patient Fee of \$175 includes cannabinoid education and individualized treatment plan plus limited follow-up (ie. one – 10 (ten) minute phone call or 2 brief emails – emails to be answered within 72 hours)
- Ongoing patient support and follow up are available at an additional fee:
 - \$85 for 30 minutes; follow up, dosing assistance, treatment evaluation

Radicle Health Clinicians Network

RHCN may, but is not required to, offer discounted fees or similar incentives to Patient from time-to time depending on financial hardship. RHCN is under no obligation to extend such other discounted fees or incentives to Patient. RHCN has sole discretion as to who receives discounts, the amounts of discounts, when discounts are issued and all other issues related to the issuance of discounts.

RHCN shall provide online notice of any change in fee at least thirty (30) days prior to the effective date of any increase, unless such increase is caused by a change in law or regulation, or a change in the cost of providing services, in which case, RHCN may give notice of an immediate rate change.

Patient understands that the fees in this Section do not include the costs of any medicines or other treatment, procedure, service or product provided by separate independent entities or individuals that may be recommended by RHCN and its Professionals in connection with the Patient's treatment.

PATIENT RESPONSIBILITIES

- Patient understands that it is the Patient's responsibility to gain access to a telephone, computer, email, the internet or video conferencing service to facilitate the provision of RHCN's Services under this Agreement.
- Patient understands that it is the Patient's responsibility to provide RHCN and its Professionals with accurate and complete medical records, history and descriptions of the Patient or family member's condition and physical well-being. Patient understands that, as with any service, to the extent that information provided is not accurate and complete, the services provided by RHCN and its Professionals may be materially affected and Patient assumes any risk, and takes full responsibility and waives any claims against RHCN and its Professionals for personal injury, death or damages as a result and agrees to the extent permitted by applicable law to defend, indemnify and hold harmless RHCN and its Professionals from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from inaccurate or incomplete information provided by Patient or its authorized representative.
- Patient understands that he or she is responsible for requesting and bearing the costs of copying any medical records necessary for RHCN and its Professionals to provide services under this Agreement as set forth in Terms of Use.

Term and Termination

This Agreement remains in effect throughout the client's continued communication and ongoing relationship with RHCN and is effective immediately upon signing. Patient may immediately terminate this Agreement without cause upon written (Customer Support, Radicle Health

Clinicians Network, 2815 Mitchell Drive, Building 2, Suite 118, Concord, CA 94598) or electronic (info@radiclehealthcare.com) notice to RHCN.

MISCELLANEOUS

- Patient Consent. If Patient is unable to sign, consent for treatment is given by his or her duly authorized representative. For purposes of this agreement, the term "Patient" includes any representative(s) of Patient authorized to make decisions and sign this Agreement on the Patient's behalf.
- Notice of Privacy Practices. Patient acknowledges having access to and reviewed RHCN's Notice of Medical Information Privacy Practices made available on-line (radiclehealthcare.com), which provides information about how RHCN and its Professionals may use and disclose the Patient's protected health information.
- Carrier Lines. Patient acknowledges that in connection with the access and use of RHCN Services that such services will be provided over various facilities and communications lines, and information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond RHCN's control. RHCN assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the Carrier Lines is solely at the Patient's risk and is subject to all applicable local, state, federal, and international laws.
- Governing Law - Venue. This Agreement shall be enforced and construed in accordance with the laws of the State of California. Jurisdiction of any litigation with respect to this Agreement shall be in California, with venue in a court of competent jurisdiction or any other court having competent jurisdiction in the State of California. The only information released shall be the minimum necessary. In any action, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and related costs to be paid by the other party.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS

Patient name _____

Patient signature _____

Date _____

Parent name (if client is a minor) _____

Parent signature _____

Date _____