## GANJIER

## **Terms and Conditions**

This Agreement is between Green Flower Media, Inc. ("Green Flower") with its offices at 5600 Everglades St., Suite C, Ventura, CA 93003, and the Student ("Student") enrolling in one or more Ganjier Certification programs offered by Green Flower.

**1.** <u>Intent:</u> The Ganjier Certification program was established by Green Flower in 2020 to promote the recognition of quality and excellence of service in the cannabis industry. The intensive education and examination program guides aspiring Ganjiers through three increasingly rigorous levels of coursework, live training and examinations, culminating in becoming a Certified Ganjier (CG).

**2.** <u>**Prerequisites:**</u> Enrolling students affirm that they are at least 18 years of age and have a functional, working knowledge of English.

It is strongly recommended that all candidates have a significant amount of existing cannabis experience.

Entry to the Advanced Ganjier program and examinations are limited to those persons who have successfully passed the Certified Ganjier examinations.

Applicants for the Executive Ganjier program and examinations are limited to those persons who have successfully passed the Advanced Ganjier examinations.

Green Flower reserves the right to request the verification of age, identity and qualifications of applicants and any other information relevant to entry and participation in a Ganjier Certification program.

**3.** <u>Applications:</u> Enrollment is open to any persons who are 18 years of age or over. No person may be denied admission because of the person's gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical disability.

To apply for enrollment in the Certified, Advanced, or Executive Ganjier programs, candidates should complete an application form which can be found on our website:

All information concerning course fees & qualifications including the application forms can be found here.

**4.** <u>Application Review</u>: Green Flower reserves the right in their absolute discretion to reject applications for enrollment if the applicants do not meet the eligibility criteria or for any other reason as determined by Green Flower in its sole discretion, including but not limited to, submission of untruthful content during the application process.

Green Flower will review applications from all eligible applicants for each certification program or examination offered. In its sole discretion, Green Flower may increase or reduce the maximum number of applicants accepted for any certification program or examination offered.

Green Flower will not be responsible for late, lost or misdirected applications or other communications written or electronic.

**5.** <u>Enrollment:</u> Green Flower will select for enrollment, eligible applicants for each of the Certification Pathways offered. Eligibility for enrollment into a Certification Pathway is at the sole discretion of Green Flower. In its sole discretion, Green Flower may increase or decrease the maximum number of applicants for each Certification Pathway.

**6.** <u>**Course Policy:**</u> Enrolling Student agrees and acknowledges that absolutely no guarantee of successful completion or certification has been made.

There are 3 levels of Ganjier Certification: Certified Ganjier (CG), Advanced Ganjier (AG), and Executive Ganjier (EG). To achieve Certification in any level, you must successfully complete all 3 steps in the Certification process **within 12 months from the date of your enrollment**:

- Step 1 Complete the Online Training
- Step 2 Attend the Live Training
- Step 3 Study & Practice
- Step 4 Successfully pass each of the In-Person Written, Service, and SAP™ exams.

Green Flower will, in its sole and absolute discretion, determine whether or not any student has completed the requirements to receive a Ganjier certification.

Green Flower has the discretion to confirm the location of Live Training sessions and / or Live Exams only to Students who have paid the full tuition fee or a non-returnable deposit.

7. <u>Exams</u>: Applicants who are accepted on a course or examination will be assessed and examined throughout the course by the nominated Ganjier assessors. The Ganjier assessors will ultimately determine whether or not an applicant has successfully completed an examination in which the candidate is enrolled. In assessing and exercising their judgment, the Ganjier assessors will be guided by the assessment criteria set out on the Ganjier website. <u>www.Ganjier.com</u>

Any student who does not successfully complete or pass, any or all, of the exam(s) on exam day will be required to retake ALL of the exams at a later date in order to earn Certification status. <u>A fee of \$499 will be assessed in order to retake the exam(s)</u>.

Student acknowledges that there is no guarantee or expectation of successfully passing all three certification exams. Student understands and agrees that no refund will be given in the event the student does not successfully pass all three exams. Student agrees not to seek legal action against Green Flower Media in the event they do not successfully pass all three exams and do not earn Certification status.

**<u>8. Maintaining Certification status:</u>** In order to maintain Ganjier Certification status, all Certified, Advanced, and Executive level Ganjiers are required to complete a minimum of eight (8) hours of Continuing Education every two years, to demonstrate that they are maintaining the highest levels of proficiency and competency befitting a Ganjier.

**9.** <u>**Right to Cancel:**</u> Green Flower reserves the right to cancel any course, live training session, or examination if insufficient applications for enrollment are received. In the event that Green Flower must cancel any course, live training session, or examination, it will give applicants a minimum of 21 days notice prior to the scheduled commencement of the course in which the applicant is enrolled.

**10**. <u>**Cancellations and Refunds:**</u> Green Flower incurs significant expense in administering the Certified, Advanced, and Executive Ganjier programs.

Therefore:

• You have 36 hours from the receipt of payment to cancel and receive a full refund. Cancellations after 36 hours will be converted to a non-refundable Ganjier Program Voucher less a \$500.00 cancellation fee. Program Vouchers may be applied toward any future Ganjier program and are valid for up to 18 months. Some restrictions may apply.

- You may change either, but not both, of your Live Training or Certification Exam dates ONCE within 18 months of booking at no charge. Additional changes will result in a \$275.00 fee.
- Attendance confirmation is required 30 days prior to the booked Live Training and / or Certification Exam(s).
- Any and all cancellations made at, or within, 14 calendar days of your booked Live Training and / or Certification Exam date will result in a \$275.00 rescheduling fee.

Should you have to cancel, you must do so in writing to: info@ganjier.com

In the event that Green Flower cancels a scheduled Live Training or Certification Exam date(s) the student will be offered the opportunity to reschedule.

**11**. <u>Liability Waiver:</u> Green Flower or any related body, shall not be liable for any loss, damage or injury suffered (even if caused by negligence) as a result of individuals enrolling and participating in any Ganjier live training or examination, except for any liability that cannot be excluded by law.

**12**. <u>**Confidentiality:**</u> The use of mobile phones or electronic devices to take video footage, photos or post updates to social media will not be permitted at any time during any Ganjier course, live training, or examination.

Students enrolled in any Ganjier course, live training, or examination are not permitted to share, publicly or privately, any quiz, web portal login details, apps, video or written supporting materials which have been provided by Green Flower.

**13**. <u>Name & Likeness</u>: Applicants consent to Green Flower or any sponsor/supporter of the Ganjier program using their name and likeness for an unlimited period without remuneration, to promote the Ganjier courses and examinations or any sponsor/ supporter of the Ganjier program.

**14**. <u>**Code of Ethics:**</u> Individuals who successfully complete all parts of the Certified Ganjier Exams will be expected to uphold the accepted ethics and standards of Ganjier. Recipients of the diploma will be required to sign the <u>Ganjier Code of Ethics agreement</u> found at Ganjier.com.

**15**. <u>Use of Title and Logo:</u> Upon certification, Student shall have the right to identify himself or herself as a "Ganjier" in any advertising media.

- Candidates successfully passing the Certified Course may use the title 'Certified Ganjier' or 'CG' and the associated 'Certified Ganjier' logo/graphic.
- Candidates successfully passing the Advanced Course may use the title 'Advanced Ganjier' or 'AG' and the associated 'Advanced Ganjier' logo/graphic.
- Candidates successfully passing the Executive Course may use the title 'Executive Ganjier' or 'EG' and the associated 'Executive Ganjier' logo/graphic..
- The Ganjier® logo is a legally protected image and cannot be used without written permission from Green Flower.

**16**. <u>**Term of Agreement:**</u> This agreement shall be considered to be in effect upon completion of enrollment. The term of this Agreement shall continue until either the Green Flower or Student terminates it by giving the other a written notice without cause.

In addition, Green Flower shall have the right to terminate this Agreement, effective immediately, by providing written notice to the Student upon the occurrence of any of the following events:

- Mental incapacity of Student.
- Violation of any of the terms of this Agreement.
- Refusal of admission to certification course, prerequisite events and/or required program.

**17**. <u>**Unauthorized Representations:**</u> Student shall not act as an agent for the Ganjier Certification Program in any manner and agrees to indemnify the Ganjier Certification Program for any claims made against the Ganjier Certification Program which arise out of any unauthorized representations made by the student.

**18**. <u>Non-Disparagement:</u> Student shall not make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage Green Flower Media or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations.

Notwithstanding the foregoing, nothing in this Agreement shall preclude Student from making truthful statements that are required by applicable law, regulation or legal process.

**19.** <u>**Relationship Between the Parties:**</u> The relationship between Green Flower and Student during the term of this Agreement shall be one of independent contracting parties.

**20**. <u>Arbitration</u>: Every effort will be made by both parties to settle any controversy or claim arising out of or relating to this Agreement. In the event it is necessary to institute legal action or an arbitration proceeding to enforce this Agreement, the Student shall be responsible for their own attorneys' and any fees to proceed in court.

**21**. <u>Limitation of Liability:</u> Green Flower's liability, and Student's sole remedy, shall be limited to the return of any monies charged the Student.

**22.** <u>Notice:</u> Any notice required hereunder shall be deemed effective if given in writing and sent (a) by registered mail, postage prepaid, or (b) fax or email to the other party at the address indicated in the first paragraph of this Agreement.

**23.** <u>Entire Agreement:</u> This Agreement constitutes the entire Agreement between Green Flower Media and the Student, superseding any prior agreement. Green Flower reserves the right, at its discretion, to modify and /or alter the terms of this agreement at any time. The Student should periodically check the Terms and Conditions link on the Website home page to view the then current applicable Terms and Conditions. The Agreement may not be altered or amended orally. Only Green Flower has the right to alter or amend the Agreement and such alteration or amendment shall only be in writing.

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