



Terms and Conditions

Last Updated: February 1st, 2023

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. Intent: 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. Prerequisites: 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. Applications: 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.

4. Application Review: 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. Enrollment: 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. Course Policy: 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. Exams: 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. www.Ganjier.com

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. **A fee of \$499 will be assessed in order to retake the exam(s).**

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.

8. Maintaining Certification status: 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. Right to Cancel: 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. Cancellations and Refunds: 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. Liability Waiver: 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. Confidentiality: 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. Name & Likeness: 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. Code of Ethics: 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 [Ganjier Code of Ethics agreement](#) found at Ganjier.com.

15. Use of Certified Ganjier™ Title and Logo and Systematic Assessment

Protocol® Score Usage Guidelines: These Terms of Use set out the rules and guidelines that you, as a Certified Ganjier™ or an applicant to become a Certified Ganjier™ (“you”), must follow when using the Certified Ganjier™ and Systematic Assessment Protocol® marks owned by Green Flower Media, Inc. (“Green Flower”, “we” or “us”). Maintaining and protecting the validity and credibility of the Ganjier® brand is critical towards ensuring the ongoing value of our certification and the value of the services provided by Certified Ganjiers. Accordingly, these

Terms of Use have been established in the spirit of maintaining the integrity of the Ganjier® brand.

As a reminder, “Ganjier”, “Certified Ganjier,” and “Systematic Assessment Protocol” are trademarks of Green Flower protected under federal and state laws, and these marks are registered or pending registration with the United States Patent and Trademark Office. All goodwill arising from your use of any of these marks shall inure to the benefit of Green Flower.

You are obligated to adhere to the following terms and guidelines while offering or promoting your services as a Certified Ganjier™, including without limitation when providing assessment services utilizing the Systematic Assessment Protocol® scores. By signing up for or accepting our certification as a Certified Ganjier™, and/or by using any of our trademarks described herein (or the associated assessment scores), you agree to the terms and conditions of these Terms of Use. All uses and publication by you of the Certified Ganjier™ and Systematic Assessment Protocol® marks are subject to and conditioned upon your compliance with these Terms of Use.

- A. Use of Certified Ganjier™ Logo:** As a Certified Ganjier™, you are granted a limited, non-exclusive license to use and display the “Certified Ganjier™” logo set forth below solely in connection with your offering, promoting and providing cannabis assessment services, subject to and solely in accordance with this Terms of Use and the rules and guidelines below.



Use of the “Certified Ganjier™” logo is strictly and exclusively limited and restricted as follows:

1. You may use and display the Certified Ganjier™ logo only if you have been certified by us as a Certified Ganjier™ and only for so long as you maintain and retain such certification.
2. The “Certified Ganjier™” logo may only be used in conjunction with your name in connection with your offer, promotion or provision of cannabis assessment services and may not be used as a standalone logo or graphic.
3. The “Certified Ganjier™” logo may only be used as a means of identifying you, the assessor, as someone who has earned “Certified Ganjier™” status
4. You are expressly forbidden to use or display the “Certified Ganjier™” logo in conjunction with any product(s) or sample(s), including for example to identify any product as “Certified Ganjier” or “Ganjier Certified”.
5. You are also forbidden from using or displaying the “Certified Ganjier™” logo in conjunction with any particular Systematic Assessment Protocol® score or any other assessment for a given product (as opposed to use or display in

conjunction with describing or promoting your certification status or assessment services in general, without reference to any particular product or sample). See additional terms below regarding the use and display of Systematic Assessment Protocol® scores.

6. The “Certified Ganjier™” logo may only be used as is (with appropriate sizing), without modification, and you are expressly forbidden from using or displaying any altered or modified version of the logo or any confusingly similar logo or mark.
7. The “Certified Ganjier™” logo should always include the “TM” symbol (or when and if such mark is registered, the “®” symbol) within or immediately next to and after the logo, whenever it is published or otherwise displayed.

Examples of permitted uses:



B. Use of Systematic Assessment Protocol® Scores and Mark: As a Certified Ganjier™, you are granted a limited, non-exclusive license to use and display the scores generated using the Systematic Assessment Protocol® system (also referred to herein as “SAP” scores) and the “Systematic Assessment Protocol®” mark, in each case solely in connection with your offering, promoting and providing cannabis assessment services, subject to and solely in accordance with this Terms of Use and the rules and guidelines below.

SAP Scores

Any and all publishing or other display or use of any Systematic Assessment Protocol® scores must clearly and expressly delineate that the SAP score was derived exclusively from you, as the assessor, and must in no way portray or otherwise insinuate the score as being derived, validated or endorsed by, or associated with, Green Flower, any of our personnel or the “Ganjier®” brand. Accordingly, the following additional rules and restrictions apply to any publication, display or use of any SAP score:

1. You shall not publish or display any SAP score in conjunction with the Certified Ganjier™ logo or any other reference to the “Ganjier®” brand. You can separately identify yourself and your services using the Certified Ganjier™ logo in accordance with the terms and guidelines above; however no such use shall be

made in connection or association with any particular SAP score for a given sample or product.

2. Publishing or other display of any SAP score is expressly limited to the specific LOT and/or BATCH number of the assessed sample or product. The SAP score may not be published or displayed in any form of media (including without limitation any advertising materials, product packaging, promotional materials and social media posts) without expressly identifying the assessor's name and the lot and/or batch number of the assessed sample or product.
3. Any publishing or display of the SAP scores must adhere to one of the following formats:
 - i. "[SAP score] for [sample or product lot and/or batch #] as assessed by [Assessor name]" or
 - ii. "[SAP score], [sample or product lot and/or batch #], [Assessor name]" or
 - iii. "[Assessor name], [sample or product lot and/or batch #], [SAP score]"
4. You may publicly publish and display SAP scores only if you have been certified by us as a Certified Ganjier™ and only for so long as you maintain and retain such certification.
5. **Product Limitations:** The Systematic Assessment Protocol® system has been designed to assess whole cannabis flower and inhalable cannabis concentrates ONLY. You may not utilize, publish or otherwise display the SAP score for or in reference to any cannabis products that do not fall within those two categories including, but not limited to, prerolls, edibles, topicals, tinctures, drinks, suppositories, etc.

Systematic Assessment Protocol® Mark

You may use the Systematic Assessment Protocol® mark in conjunction with or next to the SAP score (subject to, and in accordance with, the rules and guidelines for SAP scores above) or more generally in connection with a description or promotion of your services as a Certified Ganjier. However, use of the Systematic Assessment Protocol® mark is strictly and exclusively limited and restricted as follows:

1. You may use and display the Systematic Assessment Protocol® mark only if you have been certified by us as a Certified Ganjier™ and only for so long as you maintain and retain such certification.
2. The Systematic Assessment Protocol® mark may only be used in connection with your offer, promotion or provision of cannabis assessment services (including in connection with your publication or display of SAP scores).
3. You are expressly forbidden from using or displaying any altered or modified version of the Systematic Assessment Protocol® mark or any confusingly similar mark.
4. The "Systematic Assessment Protocol®" mark should always include the "®" symbol at the end of the mark whenever it is published or otherwise displayed.

- C. No Use of Ganjier® Logo or Mark:** Although you may use the Certified Ganjier™ logo as described above, you are not permitted to use the “Ganjier®” mark or logo itself. The Ganjier® mark and logo is a federally protected trademark owned by Green Flower and has been created and designed for exclusive use by the Ganjier® brand as and only to the extent expressly authorized by Green Flower in writing.



1. Neither students nor graduates of our certification programs may use, publish or otherwise display the Ganjier® mark or logo at any time for any reason. This includes, but is not limited to any use or display of such mark or logo in advertising, promotions, promotional items, packaging, labeling, social posts, letterhead, articles of clothing, and the like. Furthermore, you shall not do anything to indicate or imply any kind of endorsement or approval of any product or sample by Green Flower or the Ganjier® brand.
- D. Assessment Integrity:** As a Certified Ganjier, you are forbidden to intentionally mischaracterize, manipulate, or otherwise misrepresent the true and actual quality rating of any assessed product or sample. When providing Certified Ganjier™ services, you represent not only yourself but the entire Ganjier® community as a whole. Do not be tempted to assign generously high scores due to the relationship you have established with your clients. Mischaracterizations of the actual quality of a product will not only diminish your credibility, but will also diminish the integrity of the entire Ganjier® program.
- E. Termination of Use and Compliance.** If you violate or do not comply with any of the terms, conditions or guidelines of this Terms of Use (as determined in our sole discretion), we may immediately terminate your right and license to use the “Certified Ganjier,” and “Systematic Assessment Protocol” marks and logos, in which case you shall immediately cease all use, publication and display of such marks and logos. Furthermore, any Certified Ganjier® that fails to adhere to these Terms of Use may also be immediately and irrevocably stripped of their Certified Ganjier® status in Green Flower’s sole discretion. You agree to reasonably cooperate with any of our efforts to monitor or determine your compliance with these Terms of Use, including without limitation by providing us with samples of your use or publication of the “Certified Ganjier,” and “Systematic Assessment Protocol” marks and logos or of any SAP scores, as we may request from time to time.

16. Term of Agreement: 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. Unauthorized Representations: 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. Non-Disparagement: 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. Relationship Between the Parties: The relationship between Green Flower and Student during the term of this Agreement shall be one of independent contracting parties.

20. Arbitration: 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. Limitation of Liability: Green Flower's liability, and Student's sole remedy, shall be limited to the return of any monies charged the Student.

22. Notice: 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. Entire Agreement: 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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