



Terms and Conditions

Aeos Labs, Inc., (Aeos Labs) is pleased to be able to provide you access to your medical marijuana testing information (Testing Data) via a web-based portal. Before creating and accessing your account, please review the Terms and Conditions set forth below.

General Terms

By clicking "I agree to the Terms and Conditions", you are agreeing to the terms and conditions as set forth in this document.

You are requesting access to your Testing Data. You understand the access is provided over the Internet using a web enabled application (Portal). You hereby expressly authorize Aeos Labs to allow your Testing Data to be accessed by the designated Portal account for the purposes described below. Your continued use of the Portal indicates your agreement to abide by these terms and conditions.

You understand your use of the Portal is voluntary and you may cancel your account at any time. You understand if you decide at any time to cancel the account, it will not affect your status as a customer of Aeos Labs.

Request for Access

You understand that creation of a Portal account is contingent upon both your request for access to Testing Data via the Portal and Aeos Labs' approval to grant the requested access.

Minor Eligibility and Access

You understand that you must be age 18 or older to request an account. Minor children are not eligible to participate at this time.

Email

You agree to receive email from Aeos Labs. Message content could include but is not limited to account management information, notification of a change to your account, report delivery, etc. Aeos Labs respects customer privacy and will only send emails to advise a customer of changes related to your account. Aeos Labs will only share your email information with third parties if you consent to the sharing in writing, or if Aeos Labs is required by law to do so. Complaints related to email correspondence received from Aeos Labs should be directed to info@aeoslabs.com with a subject line of EMAIL COMPLAINT.

Account Activation and Information Security

In response to your request for access, you will receive an account activation email from Aeos Labs containing a link. You will use the link to confirm your email address and establish an account password. The link will expire 48 hours after it has been issued. If you cannot find your account activation email or the link expires, you will need to request a new one. You understand your email address and password are unique codes that identify you in the Portal computer system and allow you to access your Testing Data.



Your email address and password provide two factors for authentication. Aeos Labs stores this information in a secure database. You understand you are responsible for: 1) changing your password on a regular basis; 2) keeping your password confidential; and 3) changing your password on the Portal site if, at any time, you think the confidentiality of your password may have been compromised.

You understand you will automatically be logged off the Portal after twenty (20) minutes of inactivity. Your Portal account will automatically be disabled after five (5) failed log-in attempts. You understand you may need to contact support for assistance in unlocking the account. See the Minimum Browser Requirement and Technical Assistance section below for support contact information.

You understand Aeos Labs accepts no responsibility for and disclaims any and all liability or consequential damages arising from sharing or losing your password. If Aeos Labs discovers you have inappropriately shared your password with another person, or you have misused or abused access privileges in any way, Aeos Labs may discontinue your participation in the Portal without prior notice.

The information in the Portal is protected using encryption technology.

Access Cancellation

If you no longer wish to view your Testing Data in your Portal account you must submit a request to cancel Portal access. Cancellation requests should be sent to info@aeoslabs.com from the email address of the account requesting cancellation with a subject line of ACCESS CANCELLATION REQUEST. Cancellation requests will be effective 10 days after they have been received by Aeos Labs. You also understand your Portal account access will be disabled after 6 months of inactivity.

Copyright and Trademarks

All content included in the Portal, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data (the "Content"), in any form including the compilation thereof, are owned and controlled by Aeos Labs or are owned and controlled by third parties and licensed to Aeos Labs. Except as set forth below, direct or indirect reproduction of the Content, in whole or in part, by any means, is prohibited without the express written consent of Aeos Labs.

Site Access and Licenses

Aeos Labs grants a limited license to each Portal user for personal use only of the Portal website and the associated services in accordance with these terms and conditions of use. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the website and the associated services, making any derivative of the website or the associated services.

Minimum Browser Requirements and Technical Assistance

You understand the Portal will run on Windows, Mac, iOS, and Android devices using a modern web browser. For optimal viewing Aeos Labs recommend one of the following browsers: Google Chrome 56.x, Internet Explorer 11.x, Mozilla Firefox 51.x, Safari 10.x or higher. I further understand that enabling JavaScript is required. These requirements are subject to change as the system compatibility is modified.



You understand Aeos Labs provides limited technical assistance for Portal users. Questions can be sent to info@aeoslabs.com.

Confidentiality Notice

The Aeos Labs confidentiality policy dictates that Aeos Labs only discuss Testing Data with the original client of record and the State of Hawaii Department of Health.

Disclaimer

You understand all Testing Data provided through the Portal website is intended for the use and convenience of clients of Aeos Labs. Aeos Labs makes no efficacy warranties or claims, nor shall it be liable for any misrepresentation that may result from the use or misuse of Testing Data in any way. Aeos Labs is not responsible for how you use the information obtained.

The Portal may not be available to users all the time. Access is provided on an as-is, as-available basis. Aeos Labs does not guarantee users will be able to access the Portal at any particular time due to system failures, back-up procedures, maintenance, or other causes beyond the control of Aeos Labs. Aeos Labs reserves the right to change the features of the Portal and these Terms and Conditions at any time. The current Terms and Conditions can be viewed at any time by clicking on the Terms link on the Portal website.