

## Key Points:

1. Practitioners receive **35% off Standard Pricing on Plant Stem Cell Products and on Essential Oils.**
2. Nature Provides has a standard MSRP. However, Practitioners may use their **own discretion** to set their prices to their patients.
3. Minimum net spend of **\$1200 annually** to maintain active status and discounted Practitioner pricing.

## 1. INTRODUCTION

1.1 As a member of the Practitioners Group (aka Professionals) further defined as “You”, agree by the terms set forth below by Nature Provides, defined as “the Company” or “Company”.

1.2 You must agree to the following terms as a condition to purchase, sell and provide Nature Provides products for use as a Practitioner and for your patients only. Please read these terms carefully, as they will constitute a legal and binding agreement between You and the Company upon accepting these terms as set forth below.

## 2. Use Restrictions

2.1 While using the website and/or purchasing Nature Provides products, there are certain types of behaviors which are strictly prohibited, as appear in the list below. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of your Account and may also expose you to civil and/or criminal liability.

2.2 You may not, whether by Yourself or anyone on Your behalf:

2.2.1 copy, modify, alter, adapt, translate, reverse engineer, decompile, or disassemble any portion of the products.

2.2.3 interfere with or disrupt the operation of the website, or the servers or networks that host the website, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;

2.2.4 interfere with or violate other Users' rights to privacy (including, without limitation, other Practitioners listed on the website, Patients, or Consumers to whom You have been provided Your Services), or harvest or collect data and information about other Patients without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device or process to access the website and/or retrieve index and/or data-mine information;

2.2.5 impersonate any person or entity or provide false or misleading personal information, including without limitation, providing false or misleading information regarding your professional expertise and credentials. You may not provide information which may cause the Patients to believe that You are able to provide services, advice or consulting outside of Your fields of expertise;

2.2.6 offer to provide services, advice or consulting that is not in Your fields of expertise, or which You are not qualified or licensed to provide or render under any applicable law and regulation;

2.2.7 use the website for any illegal, unlawful, inappropriate or unauthorized purposes, or conduct any act, or omit to conduct an act, in a way that is in violation with applicable local, national or international laws and regulations, including without limitation rules of ethics applicable to You;

### **3. Representations and Warranties by You (as Practitioner)**

3.1 As a condition for Your registration with the Platform, use of this website, and creating an Account, you hereby acknowledge, represent and warrant that:

3.1.1 You are fully qualified under the laws of the country where you conduct your practice and/or the European Union, or other international

jurisdiction and any other relevant law, with no reservations or restrictions other than as applicable generally to all practitioners, to practice your trade and to provide services of the type offered by You to Patients under the website;

3.1.2 The execution of these Terms, and the provision of Your Services to the Patients does not and will not violate any other agreement to which You are bound, or any law, rule, regulation, including rules of professional and ethical conduct, order or judgment to which You are subject;

3.1.3 Your usage of the website and maintaining an Account has not been previously suspended, nor has Your access to the website been previously blocked by Us;

3.1.4 You are solely and exclusively liable for Your conduct via the website, and for any content which would be posted, transmitted and/or transferred by You or on Your behalf, including without limitation, any content that is transmitted by You to any of the Users. You acknowledge and agree that neither the Company, nor any of its affiliates, will be deemed as provider or recipient of any of Your Services which you provide to any of the Patients.

3.3 You hereby represent and warrant to the Company and the Patients that:

3.3.1 All materials, certification, information and other data (including but not limited to personal information and professional certification) provided to the Company during the Account application process or thereafter is true, valid, correct, accurate and not misleading (it being understood that the Company shall not be under an obligation to request or independently obtain such certification or verify its accuracy); and

3.3.2 You will perform Your Services with professionalism and care in accordance with the highest standards applicable to Your Services and/or field of practice, or in general. You shall at all times ensure that offering and provision of Your Services to the Patients are in compliance with any laws

and regulations, including rules of professional and ethical conduct, applicable to Your profession and area of practice in Your own jurisdiction.

## 4. Listing Policies

4.1 In order to be eligible to offer our professional line of products to your Patients as a Practitioner, You will be required to create a Practitioner account (“**Account**”) through the website by filling out an on-line registration form (where You must provide Your personal information as well as Your contact information) and uploading the requested copies of certification, licenses, samples, etc., or any additional documents as may be requested by the website under Your own profile. Any such information, certification, licenses, samples etc., provided by You to the Company for the purpose of creating an Account will be kept in the Company’s data base, and while We will use reasonable measures to protect the safety of such database, We will not be liable for any direct, indirect, consequential or incidental damage of any kind that You may suffer as a result of any intrusion to such database.

4.2 You acknowledge that the Company will have the right to reject a Practitioner’s application to create an Account at its sole and absolute discretion. However, please be informed that the Company may, but is not obligated to, perform verification of any submitted certification or documents. In addition, the Company shall have the right to review Your personal profile and amend typing or spelling errors, or may otherwise remove or refuse to post any content uploaded by You on the Platform, including any content within Your personal profile, at its sole discretion, including without limitation content that is, in the judgment of the Company, inappropriate or that is in violation of the provisions of these Terms, whether during the process of creating an Account or at a later stage. Once Your Account is created, You will be considered a registered Practitioner and Your name will be added to Platform’s Practitioners list according to Your professional expertise and background. For removal of doubt, any advice and/or consulting service provided by You as part of Your Services shall in no event be implied or deemed as being an advice and/or consulting service that is provided by or on behalf of the Company.

4.3 Company shall offer, through it’s website, to each existing or new Patient or Consumer a “Find a Practitioner” tool whereas they can locate a Practitioner for their health needs and have a place to order their Nature

Provides products through You as a Practitioner. You must consent during the application process to have your Practitioner information published on our website. Without consent, your information will be kept off the website. You may request at anytime to be removed or added to the tool with a written request after initial registration. For the avoidance of doubt, all Practitioners for each query; only Practitioners which are relevant and adequate to a specific request, at Company's sole discretion (considering field of expertise, location, and various other considerations) shall be presented to a Patient in each case. Company shall not be liable to You in the event Your Services are not offered to a Patient, for any reason whatsoever.

4.4 You acknowledge and agree that creating an Account and uploading any content and information under Your profile shall be at Your own risk only.

4.5 Company reserves the right to (i) suspend, at any time, temporarily or permanently Your Account at its sole and absolute discretion; and/or to (ii) modify and/or alter any feature and/or functions currently available or that may be available in the future on the Platform, without notice to You, and at its sole discretion. You hereby waive and release the Company from any claims or demand in relation to any of the actions in sections (i) and (ii).

## 6. Pricing

6.1 In consideration as an approved Practitioner of Nature Provides and [www.nature-provides.com](http://www.nature-provides.com) website, you will receive **35% discount** off standard MSRP prices on our Embryonic Plant Stem Cell products (aka PSC's, EPSCE's, Plant Stem Cells), Essential Oils (aka Ancient Plant Wisdom branded products), and other products distributed by Nature Provides, if you take possession of the inventory in your office(s). We will gladly dropship from our warehouse to your customers at no additional charge. Practitioners whom decide to send patients directly to us for their product needs; we will provide a **20% discount** of total patient orders; payable on a quarterly basis based on the following conditions:

1. Patient must be a registered to you as the Practitioner and approved patient in our system at nature-provides.com
2. The patient must order directly from our website nature-provides.com and pay full MSRP for the products. Discounts will not be paid on any

discounted patient orders or orders containing clearance products.  
Some product exclusions apply.

3. Discounts payable on product purchases only; shipping and taxes not included in the calculation.

All manual orders (e.g. email) will incur a **\$10 processing fee**. Phone orders will incur a **\$15 processing fee**.

Any changes in Your Price List are subject to a minimum 30-day prior notification from the Company, in writing or by email.

6.2 All currencies in USD unless otherwise stated, and the acceptable payment methods, shall be as specified on the website. We may, from time to time, and without specific notice to You, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods.

6.3 You must keep the billing information You provided to us upon registration current, complete, and accurate, and notify Us promptly in case of any change in Your billing information.

6.4 Payment methods are processed and handled through relevant third-party payment processors, such as PayPal or Credit Cards. Payment methods are therefore subject not only to these Terms, but also the terms and conditions of these third parties.

## **7. Confidentiality**

7.1 The Company may integrate commercials and advertisements on the website. All the information contained in such commercials and advertisements belong solely to Us or our advertisers and We make no warranties or representations as to such advertisements, whether or not We have control over such advertisements.

## **8. Intellectual Property**

8.1 The website, including without limitation, the proprietary algorithms and methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features, software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, “**Intellectual Property**”), are fully owned by or licensed to the Company and are subject to copyright and other applicable intellectual property rights under applicable laws, foreign laws and international conventions. Notwithstanding the above, certain content and features made available or displayed through the Website, including without limitation, graphics, photos, sounds, music, videos, interactive features, software, scripts, interface, trademarks, service marks and logos may be owned by third parties.

8.2 Our Company’s logo and other commercial identifiers We use in connection with the website are all trademarks and/or trade names belonging to Us or our third-party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and You agree that no such right, license, or interest shall be asserted by You with respect to such trademarks and/or trade names.

8.3 Company hereby grants You a non-exclusive revocable right to use the Website, for the purpose of using Your Account, subject to the limitations and restrictions provided for herein. Except as provided herein, You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property not as explicitly permitted to You under these Terms.

8.4 In addition, You will not plagiarize any third party’s material. You hereby agree that any content that You upload to the Website, and/or any information you provide to the Platform or Users does not and will not violate third-party rights of any kind. You hereby undertake to indemnify the Company for any claims brought by third parties related to any intellectual rights infringement.

## **9. Term, Inactivity, and Termination**

9.1 These Terms shall be in effect for **1 year** as of the date on which You accept and agree to these Terms, and automatically renew annually as long as the following conditions are met:

1. Minimum **\$1200 (avg. \$100/month) net** annual purchases (e.g. net of any returns) as a Practitioner/Professional. If minimum purchase amount is not met, Practitioner discount pricing will revert to standard MSRP pricing.

2. Account remains in good standing

A Practitioner account will be deemed inactive when minimum net purchases are not met annually. The Company will make every effort to notify/communicate to Practitioner accounts when their accounts are at risk of going inactive.

A Practitioner account continues until it is terminated in accordance with the following provisions:

9.1.1 if terminated by You - by sending written notice, signed by You (to be delivered by email and/or written letter), provided, however, that all Your obligations under these Terms relating to any activity prior to the termination date shall remain in full force and effect; or

9.1.2 if terminated by the Company, with immediate effect, for any reason and at any time by providing written notice. However, the Company may terminate these Terms with You immediately upon any of the following events: (i) breach by You of any term of these Terms; (ii) Your failure to follow instructions given to You by a Company's staff member; (iii) careless behavior that causes disruption to the website; (iv) Your failure to communicate in a professional and courteous manner with Patients, other Practitioners, or the Company's staff; (v) abusive comments or profane language (whether to a Patient or another Practitioner); and (vi) negligence, fraud, or willful misconduct.



9.2 Upon termination of these Terms, Your Account will be suspended or terminated and all Booking Requests submitted to You may be transferred to other Practitioners, at the sole discretion of the Company.

## **10. Disclaimer and Warranties**

10.1 THE WEBSITE IS AT A BETA STAGE AND PROVIDED HERE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE COMPANY RESERVES THE RIGHT TO TEMPORARILY OR PERMENANTLY TERMINATE OR CEASE THE OPERATION OF THE WEBSITE AND/OR PLATFORM, AT ITS SOLE DISCRETION AND WITHOUT NOTICE TO YOU, AS SET FORTH HEREIN, AND YOU HEREBY RELEASE THE COMPANY FROM ANY CLAIM OR DEMAND IN CONNECTION THERETO.

10.2 WE DO NOT WARRANT THAT THE USE OF THE WEBSITE AND/OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. WE MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE WEBSITE AND/OR PLATFORM IN WHOLE OR IN PART, AT ANY TIME.

10.3 WE MAKE NO REPRESENTATION REGARDING THE AVAILABILITY, ACCURACY, COMPLETENESS, SAFETY, LEGALITY, QUALITY AND/OR SUITABILITY OF THE WEBSITE AND/OR PLATFORM AND/OR ANY OF THE INFORMATION PROVIDED BY USERS, DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE WEBSITE AND/OR PLATFORM, AND WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY AND ALL CONTENT, INCLUDING ANY CONTENT CONTAINED ON THE WEBSITE AND/OR THE PLATFORM, AND INFORMATION RECEIVED THROUGH THEM.

10.4 WE DO NOT WARRANT NOR GUARANTEE ANY CONTENT AND INFORMATION PROVIDED THROUGH THE WEBSITE AND/OR PLATFORM, AND/OR ANY OF THE INFORMATION PROVIDED BY USERS, AND ASSUME NO LIABILITY WITH RESPECT TO SUCH CONTENT AND INFORMATION. YOU SHOULD NOT RELY ON THE ACCURACY OF SUCH CONTENT AND

INFORMATION. WE CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR UPDATING OR CORRECTING ANY SUCH CONTENT AND/OR INFORMATION ONCE IT HAS BEEN GIVEN. FURTHER, THE COMPANY MAKES NO CLAIM THAT THE CONTENT OF THE WEBSITE AND/OR THE PLATFORM AND THE USE THEREOF IS OR MAY BE IN THE FUTURE, APPROPRIATE OR PERMITTED UNDER LAWS APPLICABLE TO YOU. YOU MUST ENSURE THAT USING THE PLATFORM FOR OFFERING YOUR SERVICES IS AT ALL TIMES IN COMPLIANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE AND/OR FROM WHICH YOU PRACTICE YOUR PROFESSION

## 11. Limitation of Liability

11.1 THE USE OF THE WEBSITE AND/OR THE PLATFORM IS SOLELY AT YOUR OWN RISK. YOU SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION RESULTING FROM OR ARISING OUT OF THE SERVICES AND/OR ADVICE PROVIDED BY YOU TO USERS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES, LOSS OR COSTS SUFFERED BY THE COMPANY AND/OR A USER TO WHOM YOU OFFERED/PROVIDED YOUR SERVICES, NOR SHALL WE BE LIABLE FOR ANY DAMAGE CAUSED TO YOU BY ANY OF THE USERS, REGARDLESS OF WHETHER WE OR AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE US FROM ANY LIABILITY FOR ANY DAMAGE CAUSED TO YOU IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR PLATFORM, INCLUDING BUT NOT LIMITED TO ANY DAMAGES CAUSED TO YOU DUE TO A CLAIM OR DEMAND BY A USER TO WHOM YOU OFFERED/PROVIDED YOUR SERVICES, EXCEPT WHERE LIABILITY IS MANDATORY, IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO THE COMPANY OVER THE SIX (6) MONTH PERIOD PRECEDING THE CAUSE OF LIABILITY.

11.2 COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SHAREHOLDERS SHALL IN NO EVENT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR

EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE AND/OR PROFITS) ARISING IN CONNECTION WITH OFFERING OR PROVISION OF YOUR SERVICES TO THE USERS.

## 12. Indemnification

You agree to defend, indemnify and hold harmless Us, and our affiliates, and the respective officers, directors, employees, shareholders and agents, from and against any and all claims, damages, suits, judgments, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Platform; (ii) Your violation of any term of these Terms; (iii) Your violation of any third party rights, including without limitation any intellectual property rights or privacy right; (iv) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party by using the Platform; (v) any claim, action or demand made in connection to Your Services offered/provided to the Users, or content and material provided to Users or that You uploaded to the Website; (vi) a determination by a court or agency that You are not an independent contractor; and (vii) Your failure to provide Your Services in accordance with applicable laws and regulations, including rules of professional and ethical conduct applicable to You. This defense and indemnification obligation will survive these Terms. You hereby agree to maintain and continue to maintain, at Your own costs and expense, adequate insurance required under applicable law and regulations applying to provision of Your Services.

In the event of any dispute related to a transaction concluded between You and any User, You agree to release the Company, its affiliates and their respective directors, employees, officers, shareholders and agents from any claims and demands which You may have against a respective User in relation to such dispute.

## 13. Infringing Content

If You believe that any content displayed through the website is infringing Your rights, including copyright infringement in any way, please provide the following information in writing to Us: (i) A physical or electronic signature of

a person authorized to act on behalf of the owner of the copyright; (ii) A description of the copyrighted work that You claim has been infringed; (iii) A description of the material that You claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit Us to locate the material; (iv) Information so that We can contact You, such as address, telephone number and e-mail address; (v) A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) A statement that the information in the notification is accurate and, under penalty of perjury, that You are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. Our address for submitting claims with respect to infringing content: [info@nature-provides.com](mailto:info@nature-provides.com)

13.3 Upon termination of these Terms of Use, you will not be able to use the Platform, your Account will be suspended or terminated and all Booking Requests submitted by you will be cancelled.

## 14. Miscellaneous

14.1 You warrant that You are aware that these Terms are accepted by You only for the purpose of offering and provision of Your Services on a strictly voluntary and contractual basis, do not create employer-employee relations between Yourself and the Company and do not confer upon You any rights save for those set forth herein. You shall attend to payment of social security and/or state/national insurance contributions and any other payment imposed upon You as an independent contractor (including any taxes related to Your Services) and shall be solely responsible in respect thereof. Company shall be entitled to require You to produce evidence that such payments were affected. You undertake that You and/or anyone on Your behalf shall not claim, demand, sue or bring any cause of action against the Company in connection with alleged employer-employee relations between Yourself and the Company, and if You do so, You shall indemnify the Company and/or its affiliates, and their respective officers, directors, employers, shareholders and agents, upon their first demand for any expense that may be occasioned to You in respect of, or in connection with,

a claim as aforesaid, including attorney fees. Without prejudice to the generality of the aforesaid, it is hereby agreed that You shall not be entitled to receive from the Company severance pay and/or any other payment and/or other consideration deriving from employer-employee relations and/or the termination thereof and/or any social benefits.

14.2 Each of You and the Company is engaged in the independent operation of its own respective businesses and does not act as an agent or contractor of the other (in particular, with respect to End Users). These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, agency, or franchisor-franchisee relationship between the parties hereto.

14.3 Any claim relating to the Platform or its use thereof will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles.

14.4 Any dispute arising out of or related to these Terms and/or Your use of the Platform will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of Tel Aviv district, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.

14.5 These Terms may not be assigned, and the rights hereunder may not be pledged or delegated by You without the prior written consent of the Company.

14.6 If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

14.7 No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a

matter of convenience, and in no way defines or explains any section or provision hereof.

14.8 These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between You and Us.

14.9 If You feel that any of Your personal rights has been compromised by Us please contact Us at: [info@nature-provides.com](mailto:info@nature-provides.com) and We will exert our best efforts to handle Your complaint.

## **15. Acceptance of Terms**

For acceptance of these Terms the following actions will occur:

- (a) Please click the “SEND” button during the registration process on the website, and
- (b) The Company will send you a formal welcome email signifying your approval as a Practitioner on our website and as part of the Company

At the Company’s sole discretion, it may decide (on a specific case by case basis) that one of the aforesaid actions is sufficient and constitutes appropriate acceptance of these Terms by a Practitioner.

**IMPORTANT: BY CLICKING THE “I ACCEPT” BUTTON AND/OR DELIVERY OF A SIGNED ELECTRONIC COPY HEREOF TO THE COMPANY, YOU AGREE AND SIGNIFY THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, AS MAY BE AMENDED AND UPDATED FROM TIME TO TIME. HENCE, WE URGE YOU TO CHECK FREQUENTLY TO SEE IF WE HAVE UPDATED THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS DOCUMENT - DO NOT CLICK ON THE “I ACCEPT” BUTTON, DO NOT PROVIDE US WITH A SIGNED COPY HEREOF, AND DO NOT USE THE PLATFORM. YOUR USING OF THE PLATFORM SHALL ALSO BE DEEMED AS ACCEPTANCE OF THESE TERMS.**

THE MOST CURRENT VERSION OF THESE TERMS IS ALWAYS AVAILABLE AT  
AIR-DR.COM.

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