

Terms and Conditions

Effective Date: June 12, 2020

Last Materially Updated: September 25, 2026

Version: 2026-01

Welcome to Green Thumb Industries.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH IN SECTION 17 ENTITLED "GOVERNING LAW AND DISPUTE RESOLUTION" BELOW, REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST GTI ON AN INDIVIDUAL BASIS, MEANING YOU CANNOT BRING CLAIMS AGAINST GTI IN COURT, AND CONFIRMS YOUR AGREEMENT TO A CLASS ACTION WAIVER IN ARBITRATION. PLEASE READ IT CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.

Please read these Terms and Conditions ("Terms") carefully prior to using the websites, mobile sites, applications, or associated products, software, or any loyalty program ("Program") and/or other services, events, or programs (collectively, the "Services") owned and operated by Green Thumb Industries ("GTI", "us", "our", or "we") and its affiliates ("Affiliates") (collectively, the "Sites"). References to "Products" shall refer to any item available for sale, as shown on the Sites, the Services, or at a dispensary/retail establishment owned or operated by GTI or its Affiliates. References to "you" and "your" refer to you, a user of the Sites. To view the portion of these Terms containing terms and conditions specific to the GTI Loyalty Program, [click here](#).

The Sites and Services provide Products, software, and other resources related to Products and Services available at GTI retail locations or via e-commerce and other general information regarding the cannabis industry. Your use of the Sites and any features on the Sites, or participating in any Services, are subject to these Terms, which we may update from time to time. By accessing the Sites in any way, including, without limitation, browsing the Sites, using any information on the Sites, submitting information to GTI via the Sites, and/or participating in any Services, you agree to and are bound by these Terms, and you acknowledge that information you provide or that we collect about you will be processed as described in our Privacy Policy. Certain features of the Sites may be subject to additional guidelines, terms, or rules, which will be posted on the Sites in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. If you do not agree to these Terms, do not use the Sites or participate in any Services. GTI provides the Sites and Services for use only by persons located within the United States. GTI makes no representation that the Sites or their content is appropriate or available for use in locations outside the United States.

If we collect or create medical information about you because you are a medical cannabis user, then our Notice of Privacy Practices ("NPP") will also apply to that information. In the event of a conflict between our Privacy Policy and the NPP, the NPP will control.

1. REGULATIONS IN THE CANNABIS INDUSTRY

Cannabis remains a Schedule I drug. The cultivation, processing, sale, and possession of cannabis and Products containing cannabis, the manufacture, sale, and possession of cannabis paraphernalia, and advertising the sale of cannabis, cannabis Products and cannabis paraphernalia are illegal under the federal laws of the United States and certain state laws. You are responsible for complying with the applicable laws regarding cannabis in your jurisdiction. See Section 24 for additional information. All GTI cannabis Products are intended for personal use only in the jurisdiction in which they are sold. Products sold by GTI are not intended for resale or interstate transport.

2. YOU SHOULD SEEK ADVICE FROM YOUR OWN PROFESSIONAL ADVISERS

The Sites and the materials on the Sites, including GTI Content (defined below) have been prepared by GTI for informational purposes only and GTI makes no claims with respect to the use or consumption of any GTI Products. Do not act upon this information without seeking guidance from an attorney, medical professional, or other applicable, qualified professional. The information on the Sites is not intended to provide medical nor legal advice. Information on the Sites is not intended to assess, diagnosis, nor specifically treat any individual's medical problem(s) or concerns. Information on the Sites is also not intended to provide legal advice in relation to the cannabis industry nor any other industry.

Do not operate vehicles or dangerous equipment while under the influence of cannabis. If you are pregnant or may be pregnant, breastfeeding, suffering from a known health condition, or taking any prescription medications, you should consult your physician or other health care professional prior to using cannabis. These statements have not been evaluated by the Food and Drug Administration. None of the Products made available by GTI are intended to diagnose, treat, cure, or prevent any disease. You acknowledge and agree that no partnership is formed through these Terms or your use of the Sites or participation in any Services and that neither you nor GTI has the power or the authority to obligate or bind the other.

3. GTI CONTENT

Content on the Sites that is provided by GTI and its licensors, including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, audio, videos, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("**GTI Content**") is the property of GTI and its licensors, and is protected in the U.S. and internationally under state and federal trademark, copyright, and other intellectual property laws.

You agree not to download, display, or use any GTI Content located on the Sites for any publications, in public performances, on websites other than the Sites for any other commercial purpose, in connection with Products or services that are not those of GTI, in any other manner that is likely to cause confusion among consumers, that disparages or discredits GTI and/or its licensors, that dilutes the strength of GTI's or its licensor's property, or that otherwise infringes GTI's or its licensors' intellectual property rights. You further agree to in no other way misuse any GTI Content.

By entering and/or using the Sites you acknowledge and agree that any name, logo, trademark, or service mark contained on the Sites and all GTI Content is owned or licensed by GTI and may not be used by you without prior written approval. Nothing contained in the Sites shall be construed as granting a license or other rights under any patent, trademark, copyright, or other intellectual property of GTI.

4. ACCURACY OF INFORMATION, PRODUCTS, AND PRICING

We attempt to ensure that information provided through the Sites, including GTI Content, is complete, accurate, and current. Except as prohibited by applicable law, we make no representation as to the completeness, accuracy, or currency of any information provided through the Sites. GTI shall not be responsible for any errors or omissions on the Sites; however, when we discover an error we will endeavor to correct it as soon as possible and notify any customers who we are aware are materially impacted. We reserve the right to amend errors or to update product information at any time without prior notice.

Not all Products that appear on the Sites are offered for sale in all states. Certain Products may not be available in your jurisdiction. Products shown on the Sites may appear differently in the dispensary/at the retail establishment.

The Sites may provide you with pricing for Products that are carried by us both in the dispensary/at the retail establishment and/or online. The prices displayed (in U.S. dollars) for Products available for purchase via the Sites may only represent the applicable retail prices, and may not consist of taxes, delivery fees, or other applicable charges. Before you complete an order, all such applicable charges will be provided to you. The pricing shown to you through use of the Sites may only be good for purchases made through the Sites and may differ from in-store/dispensary pricing.

Please note that the current price for and availability of a product may differ from the price displayed when the product was first placed in your shopping cart. Price and availability information is subject to change without notice.

5. DISCOUNTS AND SPECIAL OFFERS

The Sites may display, include, or make available coupons, special offers, promotional codes, giveaways, samples, and other offers from GTI ("**Deals**"). GTI displays these Deals on the Sites as a form of advertisement. All Deals may be subject to additional terms, conditions, or restrictions under applicable law, regardless of whether such additional terms, conditions or restrictions are expressly included on the Sites.

6. ORDERS AND DELIVERIES

The Sites may consist of features or links to third party sites permitting you to place an order with us for either pick-up at one of our dispensaries/retail establishments or for delivery. When an order for delivery is placed, it will be delivered to an address designated by you so long as that delivery address is compliant with any applicable delivery restrictions set forth by us through the Sites or otherwise. All orders are subject to acceptance by us, and we will confirm such acceptance in a communication to you. We are not responsible for deliveries that are delayed due to events that are beyond our control, but we will strive to provide you with a seamless delivery process. Not all Products shown on the Sites are available in our dispensaries/retail establishments, as some Products can only be found online.

Prior to pick-up or delivery, we reserve the right, without prior notice, to cancel or limit the order quantity on any product or service and/or to refuse service to any user. For example, we may limit or prohibit orders that, in our sole judgment, appear to be placed in violation of these Terms or applicable law, are processed as a result of any fraudulent or misleading activity, or are placed by dealers, resellers,

or distributors. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the contact information provided at the time the order was made. We also may require verification of information prior to the acceptance and/or delivery of any order.

7. ACCOUNT(S) CREATION AND MAINTENANCE

In order to use certain features of the Sites (e.g., to use any e-commerce related services) or participate in the Services, you may be required to create one or more Account(s) with GTI ("**Account(s)**") and provide certain information about yourself. You represent and warrant that all registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information at all times. You may not create more than one Account(s) per Account(s) type.

You agree that you are solely responsible for maintaining the confidentiality of your Account(s) login information and are fully responsible for all activities that occur under your Account(s). You agree to immediately notify GTI of any unauthorized use, or suspected unauthorized use, of your Account(s) or any other breach of security. GTI cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

GTI may suspend or terminate access to your Account(s) in its sole and absolute discretion. In the case that your Account(s) is terminated, these Terms shall remain, to the extent applicable, in full force and effect.

8. USER CONDUCT GUIDELINES

Any time you access or use the Sites or participate in the Services, you are required to comply with our User Conduct Guidelines, as set forth below. You are not authorized to access or use the Sites:

- - to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
 - if you are not able to form legally binding contracts (for example, if you are under 18);
 - if you are a person barred from receiving our Products or Services under the laws of the United States or other applicable jurisdiction; or
 - for any other purposes that are not expressly permitted by these Terms.

Further, you may not:

- access, copy, distribute, share, publish, use, or store any GTI Content for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other users or any other third party, including by disclosing, selling, renting, distributing, or exposing any GTI Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Sites or Services;

- access, copy, distribute, share, publish, use or store, or prepare derivative works from any GTI Content or content that belongs to another user or to a third party, including works covered by any copyright, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity holding the rights to license such use;
- circumvent our systems, policies, including by attempting to access or use the Sites or Services if you have been temporarily or permanently prohibited or blocked from using the Sites or Services;
- access, search, collect information from, or otherwise interact with the Sites by “scraping,” “crawling” or “spidering” the Sites, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by GTI, unless you have been specifically authorized to do so in a separate agreement with GTI;
- use, display, mirror or frame the Sites, or any feature, functionality, tool or content of the Sites or Services, GTI’s name, any GTI trademark, logo or other proprietary information, without GTI’s express written consent;
- interfere with, disrupt, damage or compromise the Sites, Services, or our systems or the access of any user, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Sites, or otherwise imposing an unreasonable or disproportionately large load on the Sites;
- access, tamper with, or use non-public areas of any of the Sites, Services, GTI’s computer systems, or the technical delivery systems of GTI’s providers;
- probe, scan, or test the vulnerability of any system or network of GTI or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by GTI or any of GTI’s providers or any other third party to protect the Sites;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Sites to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Sites;
- export or re-export the Sites, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- post reviews on the Sites or Services or any of GTI’s social media pages or channels that are not based on your own personal experiences, not factual in nature, or based on secondhand, nonpersonal experience;

- resell for commercial purposes Products purchased through use of the Sites or Services or resell or make commercial use of the Sites, Services, or GTI Content;
- violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights in connection with your access to or use of the Sites or use of the Services;
- otherwise abuse the Sites or Services or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

You represent, warrant, and agree that you shall comply with the above User Conduct Guidelines. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of your information or related materials from the Sites and/or Services and termination of your Account(s).

9. USER CONTENT

We welcome and encourage you to provide feedback, comments, ideas, and suggestions for improvements, enhancements, and modifications to the Sites and/or Services, which may include text, photos, audio, code, forms and agreements, files, videos, images, and other materials (“**User Content**”). You may submit User Content by messaging us, or contacting us via the contact information provided below. You acknowledge and agree that all User Content you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of GTI. Without limiting the foregoing, you acknowledge that your User Content may be disseminated or used by GTI for any purpose whatsoever, including developing, improving and marketing Products. You hereby irrevocably transfer and assign to GTI all of your rights, title, and interest in and to all User Content, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such User Content.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect GTI’s rights in such improvements, enhancements and modifications.

In addition to the User Conduct Guidelines above, your User Content may not:

- infringe on any rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets, or any other intellectual property or proprietary rights;
- violate any law, statute, ordinance, or regulation;
- be defamatory, libelous, slanderous, or threatening;
- contain offensive language or images, including sexually explicit content that is pornographic, obscene, harmful to minors, or constitute violations of child pornography or child sexual exploitation laws;

- denigrate any ethnic, racial, sexual, or religious group by stereotypical depiction or otherwise;
- exploit images or the likeness of any individual other than yourself (except where you have obtained express permission from such other individual(s) for such exploitation);
- promote physical harm of any kind against any individual or group or characterize violence as acceptable, glamorous, or desirable;
- provide instructional information about illegal activities; or
- contain any viruses or other programming routines that may detrimentally interfere with computer systems or data, whether those of GTI or any third party.

10. ELECTRONIC AND TELEPHONIC COMMUNICATIONS

When you use the Sites, participate in the Services, or send e-mails, messages (e.g., via our chatbot feature), and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us (e.g., newsletters and updates) including via e-mail, text messages, phone calls, social media, and push notifications at the email address or telephone number (including mobile number) you provided. You agree that all agreements and consents can be signed electronically and all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

We may send and receive (recurring) text messages through cellular telephone operators or other networks, and the level of reliability may vary. Consent to receive such message is not required as a condition of purchasing any goods or Services. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy. Please read our Privacy Policy to learn more about our communications practices.

IF YOU WISH TO OPT OUT OF MARKETING EMAILS FROM US, YOU CAN UNSUBSCRIBE BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. IF YOU WISH TO OPT OUT OF TEXT MESSAGES FROM US, YOU CAN DO SO BY TEXTING THE APPLICABLE KEYWORD PROVIDED IN THE TEXT MESSAGE(S), FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. You understand and agree that you may continue to receive communications from us while we process your opt-out requests, and you may also receive a communication confirming the receipt of your opt-out requests.

11. MODIFICATION AND SUSPENSION

We reserve the right, at any time in our sole discretion and without notice to you, to modify, suspend or discontinue the Sites, the Services, and GTI Content. We may also impose rules for and limits on use of the Sites or restrict your access to all or part of the Sites or Services without notice or penalty. You agree that, to the fullest extent allowed by applicable law, we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Sites, the Services, or GTI Content.

These Terms will survive any termination, discontinuation, or cancellation of the Sites, Services, or your Account(s).

12. WARRANTIES BY USERS

You represent and warrant to GTI that you have the power and authority to accept and agree to these Terms, and you own or control all of the rights necessary to grant the rights and licenses granted herein.

13. DISCLAIMERS

BY ENTERING AND/OR USING THE SITES, PARTICIPATING IN THE SERVICES, AND/OR PURCHASING, USING, OR CONSUMING ANY PRODUCTS YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION, SERVICES, AND PRODUCTS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SITES, SERVICES, OR ANY INFORMATION OR SOFTWARE THEREIN OR PROVIDED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO GTI CONTENT), OR ANY WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE SITES, SERVICES OR THE GTI CONTENT, THAT USE OF THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY GTI CONTENT.

14. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- YOUR USE OF THE SITES AND SERVICES ARE AT YOUR OWN RISK;
- YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE HANDLING, STORAGE, USE AND CONSUMPTION OF ALL PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITES OR SERVICES. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY ALLERGIES YOU MAY HAVE AND VERIFYING PRODUCTS AND THEIR CONTENTS BEFORE HANDLING, PREPARING, USING OR CONSUMING SUCH PRODUCTS. YOU ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL WARNING LABELS THAT ACCOMPANY ANY PRODUCTS. UNDER NO CIRCUMSTANCE (INCLUDING NEGLIGENCE), SHALL GTI OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF PROFITS, REVENUES, GOODWILL, REPUTATION, BUSINESS, OPPORTUNITIES, SAVINGS, OR DATA; (C) SERVICE INTERRUPTION, COMPUTER FAILURE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE GOODS OR SERVICES; (D) ERRORS IN PRICING, AVAILABILITY, DESCRIPTIONS, PROMOTIONS, OR LOYALTY POINT BALANCES; (E) INABILITY TO PURCHASE DUE TO LEGAL RESTRICTIONS OR (F) ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING LEGAL FEES, EXPERT FEES, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, FROM YOUR PURCHASE, USE, OR CONSUMPTION OF ANY PRODUCTS;
- UNDER NO CIRCUMSTANCE (INCLUDING NEGLIGENCE), SHALL GTI OR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITES OR SERVICES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING LEGAL FEES, EXPERT FEES, OR OTHER

DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, FROM THE SERVICES OR THROUGH THE ACCESS TO, INABILITY TO ACCESS, USE OF, OR BROWSING OF THE SITES OR THROUGH YOUR DOWNLOADING OF ANY GTI CONTENT OR OTHER MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITES, INCLUDING BUT NOT LIMITED TO ANYTHING CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION OR ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS EVEN IF GTI HAS BEEN ADVISED OF SUCH INCIDENTS; AND

- GTI IS NOT RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND GTI'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS (DEFINED HEREIN), COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SERVICES OR SITES' RECORDS, PROGRAMS, OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, GTI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT YOU CLAIM IS THE BASIS FOR LIABILITY OR ONE HUNDRED U.S. DOLLARS (US \$100) IF YOUR CLAIM FOR LIABILITY IS BASED ON YOUR USE OF THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE GTI FROM AND AGAINST ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR THE SERVICES PROVIDED HEREUNDER. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE LIMITATIONS SET FORTH IN THIS SECTION 14 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY AND PROXIMATELY CAUSED BY PRODUCTS YOU PURCHASE FROM US, OR FOR OUR FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GTI AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. INDEMNIFICATION

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold GTI, its parent, subsidiaries, Affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives (individually and collectively, the “**GTI Entities**”), harmless (collectively, “indemnify” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) the Services and/or your access to or use of the Sites, including any and all GTI Content and any features, functionality, tools, and promotions available on and through the Sites, (ii) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (iii) your gross negligence or willful misconduct.

You agree that, at GTI’s option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you to conduct the defense, (i) GTI may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of GTI (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

No person or entity shall be entitled to any form of indemnification at any time, except as provided by the Terms.

16. USERS; THIRD PARTY WEBSITES

Though users are required by the Terms to provide accurate information, we do not guarantee the completeness or accuracy of any information provided by any user, including the user’s purported identity, credentials or background. We recommend that you exercise due diligence when deciding to communicate or interact with another user, and we will not be responsible or liable for any damage or harm resulting from your interactions with other users.

Although the Sites may be linked to other sites, GTI is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering the Sites, you acknowledge and agree that GTI has not reviewed all the sites linked to the Sites and is not responsible for the content of any off-site pages or any other site linked to the Sites. Your linking to any other off-site pages or other sites is at your own risk. You should refer to the terms and policies governing any other sites that you use to determine your rights and responsibilities.

17. GOVERNING LAW

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND GTI HAVE AGAINST EACH OTHER ARE RESOLVED.

The Terms shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard to Illinois’ conflict of law principles or the United Nations Convention on Contracts for the International Sale of Goods, which are hereby expressly excluded.

18. CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND GTI HAVE AGAINST EACH OTHER ARE RESOLVED.

EACH PARTY AGREES THAT ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS ON THAT PARTY'S OWN BEHALF AND NOT IN ANY REPRESENTATIVE CAPACITY OR ON BEHALF OF ANY SORT OF CLASS OR PURPORTED CLASS, AND NO ARBITRATION COMMENCED HEREUNDER MAY BE JOINED WITH OR INCLUDE ANY CLAIMS BY ANY OTHER PERSONS. FOR THE AVOIDANCE OF DOUBT, EACH PARTY HEREBY WAIVES THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, UNLESS BOTH YOU AND GTI OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

Both you and we agree that if GTI makes any amendment to this "Class Action Waiver" Section in the future, that amendment will not apply to any claim that was filed in a legal proceeding against GTI prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this Section that have arisen or may arise between you and GTI. We will notify you of amendments to this Section by posting the amended Terms on the Sites. If you do not agree to the amended terms, you must cease purchasing, using, or consuming any Products, using the Sites, and/or participating in the Services immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and GTI in accordance with the provisions of this "Governing Law and Dispute Resolution" Section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

19. PRE-DISPUTE RESOLUTION PROCESS

Prior to initiating any lawsuit or arbitration arising out of or relating to the purchase, use or consumption of any Products, the Services, these Terms, the breach thereof, or any transactions hereunder, any party which asserts a dispute exists (the "Complaining Party") must give the other party written notice of the dispute (a "Notice of Dispute"). In order to be effective the Notice of Dispute must: (i) identify the Complaining Party; (ii) explain in reasonable detail the nature of the dispute, any supporting facts, and the specific relief sought (to the extent the dispute is based on the purchase, use or consumption of any Products, the Notice of Dispute must identify the purchaser of the Product, the date purchased, and the amount of the purchase price); (iii) the remedy sought and a good-faith calculation of the amount in controversy, expressed in United States Dollars; (iv) be sent to us via email and U.S. Mail consistent with Section 23 of these Terms; and (v) be sent to the other party within thirty (30) calendar days of the Complaining Party becoming aware of the nature of the dispute. This is the sole and only method by which a party may submit a Notice of Dispute.

Upon receipt of the Notice of Dispute the parties will attempt to resolve the dispute in good-faith. Such good-faith attempts shall include negotiations between the parties or representatives of the parties who have authority to negotiate and settle the dispute. If the parties do not reach an agreement to resolve the dispute within forty-five (45) days after the Notice of Dispute is received, the Complaining Party may commence an arbitration, subject to the provision of Sections 20 and 21 of these Terms. The parties agree that counsel initiating an arbitration shall certify that prior to initiating

each demand for arbitration, the party has complied with the Notice of Dispute requirements and process described above. However, a party may not start an arbitration or lawsuit unless and until it complies in full with the Notice of Dispute requirements and process described above. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration, and no obligation to pay arbitration fees shall arise, unless the claimant has complied with the Notice of Dispute requirements and process described above. A court will have authority to enjoin the filing or prosecution of arbitrations that have not first complied with the initial dispute resolution process in this section. All parties agree that engaging in the initial dispute resolution process above is: (i) a condition precedent to filing any demand for arbitration or initiating a lawsuit; (ii) a material provision of these Terms; and (iii) a requirement that must be fulfilled before commencing any arbitration or lawsuit.

20. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND GTI HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 17, YOU ARE WAIVING THE RIGHT TO GO TO COURT AND HAVE A CLAIM HEARD BY A JUDGE OR JURY.

All disputes, claims, controversies and matters arising out of or relating to the purchase, use, or consumption of any Products, these Terms, the breach thereof, or any transactions hereunder, including any questions of arbitrability ("Claims"), shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("**AAA Rules**") by a sole arbitrator. The parties hereto shall endeavor to agree upon the arbitrator, and if they fail to do so within twenty-one (21) days of the commencement of the Arbitration, the appointment shall be made by the AAA in accordance with the AAA Rules. The place, or legal seat of the arbitration, shall be Chicago, Illinois, and the language of the arbitration shall be English. Each party shall be exclusively responsible for paying its own arbitration filing fees, which the arbitrator may later allocate as set forth below.

The arbitrator shall issue a reasoned award and, subject to the limitation of liability set forth above, shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as amiable compositeurs, to proceed ex aequo et bono, or to exercise rights of jura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any as determined by the arbitrator, its reasonable costs, including reasonable attorney's fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law. Any party who commences any judicial proceeding

in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed to the extent permitted by law.

Both you and we agree that if GTI makes any amendment to this “Dispute Resolution” Section in the future, that amendment will not apply to any claim that was filed in a legal proceeding against GTI prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this Section that have arisen or may arise between you and GTI. We will notify you of amendments to this Section by posting the amended Terms on the Sites. If you do not agree to the amended terms, you must cease purchasing, using, or consuming any Products, using the Sites, and/or participating in the Services immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and GTI in accordance with the provisions of this “Governing Law and Dispute Resolution” Section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

21. Mass Arbitration (inapplicable in California and in any other jurisdiction where this term is prohibited by law).

A “Mass Arbitration” shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, initiates, files or causes to be filed 30 or more arbitration demands within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, initiates, files or causes to be filed 50 or more arbitration demands within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file an arbitration demand within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file an arbitration demand within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in these Terms, we shall (i) not be required to advance or pay arbitration costs and/or fees for any arbitration and (ii) may be entitled to our reasonable attorney fees, expert fees, and costs if we prevail (without having to show that your claim was frivolous or in bad faith) if such recovery is authorized under applicable law. The immediately preceding sentence shall apply to your arbitration demand only if your arbitration demand, in conjunction with other arbitration demands, meets the definition of Mass Arbitration. By way of example, if the same law firm which represents you initiates or files 35 arbitration demands within a thirty-day period, the first 29 arbitration demands shall be governed by the standard arbitration provision and the last six arbitration demands (i.e., arbitration numbers 30 through 35) shall be governed by this Section. Thus, if your arbitration demand was the thirtieth arbitration demand filed by the law firm representing you during the thirty-day period, your arbitration will proceed under the rules outlined in this Mass Arbitration section. Once a law firm or lawyer is deemed part of a Mass Arbitration, all arbitration demands he/she/it files, assists in filing, or causes to be filed shall be governed by this Section unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any arbitration demand for a period of one year. This Section is inapplicable in California and in any other jurisdiction where this term is prohibited by law

Both you and we agree that if GTI makes any amendment to this “Mass Arbitration” Section in the future, that amendment will not apply to any claim that was filed in a legal proceeding against GTI prior to the effective date of the amendment. However, the amendment will apply to all other disputes or

claims governed by this Section that have arisen or may arise between you and GTI. We will notify you of amendments to this Section by posting the amended Terms on the Sites. If you do not agree to the amended terms, you must cease purchasing, using, or consuming any Products, using the Sites, and/or participating in the Services immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and GTI in accordance with the provisions of this “Governing Law and Dispute Resolution” Section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

22. MISCELLANEOUS PROVISIONS

You may be given the ability to provide us with personally identifiable information on certain areas of the Sites or in conjunction with participation in the Services. Please read our Privacy Policy for more information about our information collection and use practices.

From time to time we may invite users to refer friends, family, or acquaintances to GTI. Any such referral program will be subject to the additional Referral Program Terms.

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

These Terms constitute the entire agreement between you and GTI regarding the use of the Sites and GTI Content and participation in the Services, and supersede and replace any prior agreements you and GTI might have had regarding the Sites, GTI Content, and Services. By using the Sites or participating in the Services, you represent that you are capable of entering into a binding agreement.

We will not be deemed to be in breach of these Terms or liable for any breach of these Terms or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, pandemics/epidemics, or other disaster (each a “Force Majeure” event or occurrence).

Nothing in these terms shall affect your statutory rights. GTI may (in its sole discretion) decline to enter into any correspondence, except as otherwise stated in these Terms.

23. CONTACT US

If you have any questions or concerns, please contact GTI at info@gtigrows.com.

You can also reach us at:

Email:

info@gtigrows.com

Mail:

Green Thumb Industries
325 W Huron Street, Suite 700
Chicago, Illinois, 60654

24. JURISDICTIONAL NOTICES

24.1 California

GOVERNMENT WARNING: OUR PRODUCTS CONTAIN CANNABIS, A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION. Medical marijuana Products are for medical use only.

WARNING: Products that contain cannabis can expose you to chemicals including cannabis smoke and THC, which are known to the State of California to cause cancer and birth defects.

24.2 Connecticut

Products containing cannabis may be habit forming. Keep out of reach from children.

24.3 Florida

It is illegal to transfer medical marijuana to another person. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. PRODUCTS CONTAINING CANNABIS HAVE NOT BEEN PRODUCED OR INSPECTED PURSUANT TO FEDERAL FOOD SAFETY LAWS.

24.4 Illinois

Products containing medical cannabis were produced in a medical cannabis cultivation center not subject to public health inspection that may also process common food allergens. Edible cannabis Products are medical cannabis-infused Products and not food. Products that contain medical cannabis are intended for consumption by registered qualifying patients only. Smoking is hazardous to your health. CAUTION: Our Products contain cannabis, and intoxication following use may be delayed 2 or more hours. Products that contain cannabis were produced in a facility that cultivates cannabis, and that may also process common food allergens. MEDICAL MARIJUANA: Products that contain cannabis are for medical use and not for resale or transfer to another person.

24.5 Maryland

The contents of cannabis Products may be lawfully consumed only by a qualifying patient named on an attached label. It is illegal for any person to possess or consume the contents of the package other than the qualifying patient. It is illegal to transfer the package or contents to any person other than a transfer by a caregiver to a qualifying patient. Keep the package and its contents away from children other than a qualifying patient. The Maryland Poison Control Center can be reached at 1-800-222-1222.

24.6 Massachusetts

The impairment effects of edible Products may be delayed by two hours or more. Our cannabis Products have not been analyzed or approved by the FDA. There is limited information on the side effects of using such Products, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of such Products. KEEP CANNABIS PRODUCTS AWAY FROM CHILDREN.

24.7 Minnesota

Our cannabis Products have not been analyzed or approved by the United States Food and Drug Administration. There is limited information on the side effects of using such Products, and there may be associated health risks. Do not drive or operate heavy machinery when under the influence of cannabis Products. KEEP cannabis Products OUT OF REACH OF CHILDREN. Medical cannabis is for therapeutic use only. Diversion of such Products is unlawful and may result in the revocation of the patient's registration.

24.8 Nevada

Products containing marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug. Cannabis Products may be unlawful outside of the State of Nevada. Warning: Cannabis Products may have intoxicating effects and may be habit forming. Smoking is hazardous to your health. There may be health risks associated with consumption of cannabis Products. Cannabis Products should not be used by women who are pregnant or breast feeding. Cannabis Products are for use only by the person named on the label of the dispensed product. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug. CONCENTRATED CANNABIS PRODUCTS: Caution: When eaten or swallowed, the intoxicating effects of this drug may be delayed by 2 or more hours.

24.9 New Jersey

Products that contain cannabis are for medical use by a qualifying patient only and are not for resale. These Products have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

24.10 New York

Medical marihuana Products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient. Keep secured at all times. May not be resold or transferred to another person. Medical marihuana Products might impair the ability to drive. KEEP SUCH PRODUCTS AWAY FROM CHILDREN (unless medical marihuana product is being given to the child under a practitioner's care). Medical marijuana Products are for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician.

24.11 Ohio

Cannabis Products may be unlawful outside of the State of Ohio. Edible Product Caution: When eaten or swallowed, the effects and impairment caused by this drug may be delayed. Warning: Cannabis Products may cause impairment and may be habit-forming. Smoking medical marijuana is not permitted in the State of Ohio. There may be health risks associated with consumption of cannabis Products. Cannabis Products should not be used by women who are pregnant or breastfeeding. Cannabis Products are for use only by the person named on the label of the dispensed product. Keep out of reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug. If you have a concern that an error may have occurred in the dispensing

of your medical marijuana, you may contact the State of Ohio Board of Pharmacy, using the contact information found at medicalmarijuana.ohio.gov.

24.12 Pennsylvania

Products that contain cannabis are for medicinal use only. Such Products must be kept in the original containers in which it was dispensed. These Products might impair the ability to drive or operate heavy machinery. Women should not consume during pregnancy or while breastfeeding except on the advice of the practitioner who issued the certification and, in the case of breastfeeding, the infant's pediatrician. Keep out of reach of children. Any unauthorized use is unlawful and will subject the purchaser to criminal penalties.

24.13 Rhode Island

Products that contain marijuana are for medicinal use only. Such Products must be stored in a securely locked cabinet away from children. It is unlawful to transport Products containing marijuana outside of Rhode Island. Products containing medical marijuana are for medical use by a registered patient only, and are not for resale. For medical marijuana Products intended to be smoked or vaporized, be aware that smoking and vaping are hazardous to your health, and vaping can expose you to toxic chemicals that may lead to death. The effects of medical marijuana infused Products may be delayed by 3 or more hours. Do not eat or smoke topical medical marijuana Products. Marijuana has intoxicating effects and may be habit forming and addictive. Do not operate a vehicle or machinery under the influence of marijuana. Marijuana should not be used by women that are pregnant or breastfeeding. Early and frequent cannabis use has been associated with the onset of psychosis.

24.14 Virginia

Products that contain cannabis are for medical use by a qualifying patient only and are not for resale. These Products have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

25. CHANGES TO THESE TERMS

GTI reserves the right to revise and update these Terms at any time and for any reason, with or without notice or obligation. Your use of the Sites, Services, and/or Products after we post any changes constitutes your agreement to those changes and your agreement to be bound by any such revisions. In addition to posting the updated Terms, we reserve the right in our sole discretion to notify you of such revisions via email, if provided. You agree to periodically review these Terms to ensure you are familiar with the most recent version. You agree that you do not have any rights in the Sites and that GTI will have no liability to you if the Sites or Services are discontinued or your ability to access the Sites or participate in the Services are restricted.

26. LOYALTY PROGRAM TERMS & CONDITIONS (ANCHOR LINK)

Your enrollment in the Program is subject to these Terms, which we may update from time to time. By joining the Program you agree to and are bound by the terms, conditions, policies and notices contained in these Terms, and you acknowledge that information will be processed as set forth in Our Privacy Policy. If you do not agree to these Terms, do not enroll in the Program.

26.1. How To Sign Up

Subject to the terms and conditions herein, the Program is automatically available to GTI-qualified patients, caregivers, and adult-use purchasers 21 years of age and older who are either: (i) new GTI customers or (ii) existing customers who enroll in this Program that opt-in to the Program via gtigrows.com, risecannabis.com, oh.risecannabis.com, or bluepointwellnessct.com (“**Customer**”).

By signing up for the Program, Customer will receive text/email communications from GTI. Customers may opt out of text/email communication at any time, but will still remain part of the Program. By checking the box, providing a mobile phone number and signing up for the Program, Customer consents to receive recurring marketing text and email messages at the phone number provided via an automatic delivery system and/or artificial/pre-recorded voice calls from GTI and its Affiliates. Consent is not required as a condition of any purchase. Message and data rates may apply.

Upon enrollment and subject to compliance with applicable law, Customer may receive, at the sole and reasonable discretion of GTI, as set forth in detail below, free GTI-branded merchandise (not including Customers in Massachusetts where such merchandise is prohibited), exclusive offers, communications, and early previews of GTI Products.

To sign up, prospective Customer must (1) create an Account for the Program, providing all information requested, including a your legal name (as it appears on your ID) and contact information, including email, address, or phone number (“Loyalty Account”), and (2) sign or acknowledge the GTI Loyalty Form.

Only one (1) Loyalty Account per person/phone number/email address. Any person attempting to obtain or use more than one Loyalty Account, phone number, email address, identity, registration, or log-in, may be disqualified from participating in the Program and any points or discounts forfeited in GTI’s sole discretion. GTI is not responsible for any incorrect or inaccurate information supplied by any Customer. You represent and warrant that all registration information you submit is truthful and accurate and that you will maintain the accuracy of such information at all times. You may not create more than one Loyalty Account. As part of the Program enrollment, you will be required to provide your legal name (as it appears on your ID), date of birth, zip code, email address, and phone number.

Loyalty Accounts that have no qualifying activity (point accruals, redemption, or transactions) for more than 2 consecutive years will be considered inactive and subject to removal from the program at the discretion of GTI. A customer whose account was removed for inactivity may re-enroll at any time as a new Loyalty Account.

To cancel your Loyalty Account, you can:

- Email: rewardssupport@risecannabis.com.
- Call: (888) 423-0783

26.2 How To Accrue Points

Customers will accrue one (1) loyalty point (each, a “**Point**”) for every \$1 spent on the total qualifying purchase of both cannabis and non-cannabis Products (net of discounts, returns, credits, delivery fees, and taxes) made at any participating, qualifying GTI dispensaries in CA, CT, FL, IL, MD, MA, MN, NV, NJ, NY, OH, PA, RI, and VA (and such other states as may be designated by GTI in its discretion, subject to

such states' applicable legal requirements) when the transaction is rung under Customer's Loyalty Account, except as set forth in detail herein.

In ~~Massachusetts and~~ New York, earning and redeeming points or discounts is prohibited for adult-use purchases.

Points may only be added to a Loyalty Account at the time of the qualifying transaction.

Except for GTI dispensaries in New Jersey, Points may be used and combined with other valid GTI offers.

Customers can track Points via an online account accessed via the website using a secure login with a valid email. It may take up to 72 hours for points to be populated in an account.

There is no maximum on the amount of Points a Customer can earn.

From time to time, and in GTI's sole discretion, GTI may offer other methods of accruing and redeeming Points. Any methods of accruing and redeeming Points are subject to these Terms and any additional terms listed on the website in connection with the description of the applicable Point accruing and redeeming method, if any ("**Additional Terms**"). Not all accrual activities will be available to all Customers. Accrual and/or redemption rates may vary from state to state where the Program is available, in GTI's sole discretion. In the event of any conflict between these Terms and any Additional Terms, the Additional Terms shall control. We reserve the right, at any time in our sole discretion and without notice to you, to modify, suspend or discontinue the Program. We may also impose rules for and limits on membership to the Program or restrict your access to the Program without notice or penalty. You agree that, to the fullest extent allowed by applicable law, we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Program.

26.3 How To Redeem Points

Points are deducted from the Customer's Loyalty Account balance at the time of redemption.

Loyalty members are allowed to use points across state lines if you are a Rewards member in any of the participating states: California, Connecticut, Florida, Illinois, Maryland, Massachusetts (~~medical~~), Minnesota, New Jersey, New York (medical), Nevada, Ohio, and Virginia.

Loyalty members in Pennsylvania and Rhode Island cannot use or transfer points between states lines. Loyalty points earned will be shared within a state and can be earned and redeemed across stores within the same state for Pennsylvania and Rhode Island loyalty members.

Unless otherwise specified, Points can be redeemed in the following increments: 100 points = \$3; 500 points = \$15; 1000 points = \$30. In Rhode Island, Points can be redeemed in any increments for a discount on a qualifying purchase equal to 5% of the Point total (e.g., 100 Points = \$5).

The Points are exclusive to the participating, qualifying, GTI retail stores and cannot be used in non-GTI retail stores or non-participating, non-qualifying GTI retail stores.

Your Points will expire and be removed from your Loyalty Account 180 days after they are earned unless otherwise noted. Points cannot be reissued or redeemed after expiration.

In Ohio, points can only be redeemed for non-cannabis Products.

Points will not be refunded with returns if Points were redeemed during such transaction.

Points have no cash value and cannot be credited to a Loyalty Account or redeemed for cash.

Points are not valid on and cannot be redeemed for: (1) Previous purchases; or (2) taxes or processing charges.

All redemptions are subject to applicable law. GTI IS NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW.

Points are non-transferable and can be redeemed only by the Customer associated with the Loyalty Account. The Customer name on the Loyalty Account must match the valid picture ID (driver's license, passport, etc.) that matches the name printed on the Loyalty Account presented at the time of purchase. If the ID does not correspond to the Loyalty Account name, the Points cannot be redeemed.

Points must be redeemed in a single transaction and will be surrendered to GTI at the time of purchase. If the entire redemption amount is not used, any unused Points are forfeited. The unused Points cannot be credited to any Loyalty Account, redeemed for cash or merchandise credit.

In the event of a dispute concerning a Customer's identity, the Customer will be declared the registered Loyalty Account holder of the phone number associated with the Loyalty Account, but only if that person meets all other eligibility criteria.

Lost or stolen Points will not be replaced. You agree that you are solely responsible for maintaining the confidentiality of your Loyalty Account login information and are fully responsible for all activities that occur under your Loyalty Account. You agree to immediately notify GTI of any unauthorized use, or suspected unauthorized use, of your Loyalty Account or any other breach of security. GTI cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. GTI may suspend or terminate access to your Loyalty Account in its sole and absolute discretion. In the case that your Loyalty Account is terminated, these Terms shall remain, to the extent applicable, in full force and effect.

Points cannot be sold or otherwise bartered.

GTI reserves the right to alter and/or discontinue the Program at any time without notice.

If the total sale is greater than the Points being redeemed, Customer must provide payment prior to completing the transaction.

Customer shall have the responsibility of ensuring that his or her Points are properly credited. If a Customer believes that Points were not properly accrued to his or her Loyalty Account, the Customer must notify GTI and any claim for Points not credited accurately must be received by GTI within six (6) months of the date of claimed accrual of Points. GTI shall have no liability for any printing, production, typographical, mechanical or other errors or for any delay or failure to credit Points to Customer's Loyalty Account.

26.4 Disqualifying Activities

GTI is entitled to take any action it considers appropriate in its sole discretion, including removing or suspending your Loyalty Account and canceling Points accrued if we detect any disqualifying activity concerning your Loyalty Account including but not limited to:

- (i) engaging in illegal or fraudulent activities;
- (ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to GTI;
- (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Points other than in accordance with these terms and conditions; or
- (iv) excessive accruing of Points (via fraud or other means).

26.5 Other Terms

THE PROGRAM IS SUBJECT TO APPLICABLE LAW AND APPROVAL BY INDIVIDUAL U.S. STATES. GTI IS NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW. GTI RESERVES THE RIGHT TO DISCONTINUE THE PROGRAM, FOR ANY REASON, AT ANY TIME, WITHOUT NOTICE.

The GTI Entities are not responsible for: (a) misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due communications or other Program-related materials whether caused by Customers, wireless carriers, Internet Service Providers (“ISP”) or unauthorized human intervention; (b) any damage to a Customer’s or other person’s computer system or digital device which is caused or occasioned by participating in the Program or attempting to redeem Points; (c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless carriers, websites or other connections, availability or accessibility problems arising in connection with or over the course of the Program; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, digital device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in these Terms, any Program advertisement, on the Wallet or other materials; (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by tampering or hacking, or by any equipment or programming associated with, or utilized in the Program, including, without limitation, redemptions that are submitted by automated computer programs or other illegitimate means; or (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information.

If you have any questions or concerns regarding the Program, please contact GTI at (888) 423-0783.

GTI reserves the right to terminate a Customer’s Program membership, and void any Points accumulated in such Loyalty Account(s), if, in GTI’s sole discretion, the Customer appears to have violated any of the

Terms or any applicable law, or earns Points via deception, forgery, fraud, or commit any other abuse of the Program. GTI reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

GTI reserves the right, without prior notice and at any time, to terminate the Program, in whole or in part, or modify or suspend the Program, or any portion thereof, in any way, if it determines, in its sole discretion, that the Program is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Program.

GTI reserves the right, in its sole discretion, to cancel, change, modify or discontinue the Program, in whole or in part, including any terms, rules, features, benefits, rewards, conditions of participation, the Point accruing/accumulation ratio, the Point redemption policy, and the Point expiration policy, or any other aspect of the Program, in whole or in part, at any time, with or without advance notice, even though changes may affect the value of the Points and rewards already accumulated. GTI may make changes to any element of the Program to correct for typographical, printing or other errors and you waive any rights relating to same. Any changes will become effective immediately upon posting the revisions. At all times, Customers are solely responsible for remaining knowledgeable about and in compliance with these Terms. Your use of Points after we post any changes constitutes your agreement to those changes and your agreement to be bound by any such revisions.

Only the type and quantity of Points described in these Terms will be awarded.

This Section 26 will survive any termination, discontinuation, or cancellation of the Program or your Loyalty Account.