

PRIVACY POLICY AND NON-DISCLOSURE AGREEMENT

This Privacy Policy and Non-Disclosure Agreement (“Agreement”) is entered into by and between [Company Name], a [State] corporation (“Company”), and any individual or entity that accesses, registers for, or uses the Company’s website, mobile application, delivery services, or online retail services (“User”). By accessing or using the Services, User acknowledges and agrees to be legally bound by the terms of this Agreement.

1. DEFINITIONS

1.1 **“Services”** means the Company’s website, mobile application, cannabis delivery services, online ordering platform, e-commerce offerings, and all related systems and technologies.

1.2 **“Personal Information”** means any information that identifies, relates to, describes, or is reasonably capable of being associated with a particular User, including but not limited to name, email, telephone number, delivery address, date of birth, identification documents, payment information, order history, device information, IP address, and usage data.

1.3 **“Confidential Information”** means all non-public information disclosed by the Company to the User, intentionally or unintentionally, including but not limited to proprietary systems, platform features, discounts, pricing, promotional structures, membership benefits, delivery logistics, internal communications, user-only content, or any information designated as confidential.

1.4 **“Applicable Law”** means all federal, state, and local laws regulating cannabis, consumer privacy, data security, and digital marketing, including but not limited to California Consumer Privacy Act (CCPA), applicable cannabis regulatory codes, online privacy statutes, and all data-protection rules governing online transactions.

2. USER ELIGIBILITY

2.1 User represents and warrants that they are of legal age to purchase cannabis in the applicable jurisdiction (21+ for adult-use cannabis or 18+ with a valid medical recommendation, where permitted).

2.2 The Company does not knowingly collect Personal Information from persons below the legally required age and reserves the right to deny access to the Services for non-compliance.

3. COLLECTION OF PERSONAL INFORMATION

The Company may collect Personal Information:

3.1 **Directly from User**, including but not limited to account creation data, delivery address, government identification, order submissions, customer service communications, and payment information (processed exclusively by compliant third-party processors).

3.2 **Automatically**, through cookies, tracking pixels, analytics software, device identifiers, IP addresses, geolocation services, and usage logs.

3.3 **From third parties**, including identity verification vendors, payment processors, regulatory systems, marketing partners, and delivery partners.

4. USE OF PERSONAL INFORMATION

The Company may use Personal Information for the following purposes:

4.1 To verify age and identity in compliance with cannabis regulations.

4.2 To process orders, arrange delivery, and manage transactions.

4.3 To operate, maintain, and improve the Services and User experience.

4.4 To provide customer support and communicate service-specific notices.

4.5 To conduct lawful digital marketing, including email, SMS, mobile notifications, advertising campaigns, and retargeting, subject to User consent.

4.6 To comply with all applicable cannabis regulations, including recordkeeping, inventory tracking, purchase limits, delivery logs, and security requirements.

4.7 To prevent fraud, enforce policies, and protect the integrity of the Services.

5. DIGITAL MARKETING DISCLOSURES

5.1 The Company may use tracking technologies, including but not limited to cookies, web beacons, Google Analytics, Facebook Pixel, TikTok Pixel, and similar tools, to deliver personalized advertising and promotional content.

5.2 User consents to receive digital marketing communications unless User opts out through:

- (a) unsubscribe links;
- (b) SMS STOP commands;
- (c) account preference settings; or
- (d) written request to the Company.

5.3 The Company does **not** sell Personal Information to third parties for monetary consideration.

6. DISCLOSURE OF INFORMATION TO THIRD PARTIES

The Company may disclose Personal Information to:

6.1 Payment processors and financial institutions.

6.2 Delivery partners and logistics providers.

6.3 Identity verification and compliance vendors.

6.4 Marketing and analytics vendors acting on behalf of the Company.

6.5 Government or regulatory authorities as required by cannabis laws.

6.6 Legal authorities when necessary to comply with investigations, subpoenas, or enforcement proceedings.

Third parties receiving Personal Information shall process such data pursuant to confidentiality and security obligations no less protective than those contained herein.

7. DATA SECURITY AND RETENTION

7.1 The Company shall implement commercially reasonable administrative, physical, and technical safeguards to protect Personal Information against unauthorized access, disclosure, alteration, or destruction.

7.2 Personal Information shall be retained only as long as necessary to fulfill the purposes described herein or as required by Applicable Law, including cannabis regulatory retention periods.

7.3 User acknowledges that no system is fully secure and uses the Services at their own risk.

8. NON-DISCLOSURE OBLIGATIONS OF USER

8.1 User agrees that all Confidential Information is and shall remain the exclusive property of the Company.

8.2 User agrees **not to disclose, share, publish, distribute, or otherwise make available** any Confidential Information to any third party without the Company's prior written consent.

8.3 User shall not:

- (a) reverse engineer, replicate, or misuse proprietary systems or delivery workflows;
- (b) disclose membership benefits, pricing, promotions, or internal communications;
- (c) use Confidential Information for competitive advantage or commercial gain.

8.4 Any unauthorized disclosure or misuse constitutes a material breach of this Agreement and may result in account termination, legal action, and monetary damages.

9. USER RIGHTS

Where required by law, User may request:

- 9.1 Access to their Personal Information;
- 9.2 Correction of inaccurate information;
- 9.3 Deletion of Personal Information (subject to regulatory exemptions);
- 9.4 Restriction or objection to processing;
- 9.5 Opt-out of marketing communications;
- 9.6 A portable copy of their Personal Information.

Requests may be submitted to **[Insert Contact Information]**.

10. COOKIES AND TRACKING TECHNOLOGIES

10.1 Cookies are used to authenticate User accounts, process transactions, enable age verification, maintain delivery eligibility, and support website functionality.

10.2 User may disable cookies; however, certain features of the Services may become unavailable.

11. COMPLIANCE WITH CANNABIS REGULATIONS

11.1 User acknowledges that cannabis transactions require strict regulatory compliance, including verification of identity, age, order limits, and delivery logs.

11.2 The Company may be legally required to retain certain User data for compliance, inspection, audit, or law enforcement purposes.

12. THIRD-PARTY LINKS

The Services may include links to third-party websites. The Company is not responsible for the content or privacy practices of such third parties.

13. AMENDMENTS

The Company may amend this Agreement at any time. Updated terms shall be posted on the Company's website and shall become effective upon posting. User's continued use of the Services constitutes acceptance of the revised Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to conflict of law principles.

15. CONTACT INFORMATION

All notices or requests under this Agreement shall be directed to:

[Company Name]

Attn: Compliance Department

Email: [Insert]

Phone: [Insert]

Address: [Insert]

16. ACCEPTANCE

BY ACCESSING OR USING THE SERVICES, USER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.