

SECURITY & PHI PROTECTION TERMS OF SERVICE

OF LIT CANNABIS COMPANY

Effective Date: January 1, 2026

Last Updated: January 1, 2026

This Terms of Service (“Agreement”) is a legally binding contract between Lit Cannabis Company (“Company”) and any person accessing or using the Company’s website, mobile application, or digital platform (“User”). By accessing any Company Service, the User agrees to the terms set forth herein.

This Agreement incorporates not only standard cannabis commerce requirements but *enhanced obligations related to Security, Data Protection, and the safeguarding of sensitive information, including any health-related information that may be collected, stored, or transmitted in connection with medical cannabis transactions*. The Company’s practices are aligned with the Americans with Disabilities Act (ADA), WCAG standards, and—where applicable—HIPAA principles governing the handling of Protected Health Information (“PHI”).

1. COMMITMENT TO ACCESSIBILITY, SECURITY & PRIVACY

1.1 Accessibility Standards

The Company is committed to providing all Users—including those with disabilities—equitable access to its digital Services in compliance with ADA requirements, WCAG 2.1 AA guidelines, and state accessibility mandates.

1.2 Secure Accessible Features

All accessibility features—including screen-reader compatibility, keyboard navigation, captioning, high-contrast settings, accessible forms, and multi-format communication—shall be implemented with secure design principles to ensure protection of User data.

1.3 PHI & Sensitive Data Protection

When Users provide information related to medical cannabis recommendations, diagnoses, or identity-verification data, the Company implements administrative, physical, and technical safeguards consistent with HIPAA-aligned best practices, including:

- encrypted data transmission (TLS/SSL)
- encrypted storage of PHI and identity documents
- restricted access by authorized personnel only
- secure authentication and session protocols
- ongoing security monitoring and threat audits

1.4 Continuous Monitoring

The Company will continually audit and improve both accessibility and cybersecurity features to ensure safe and barrier-free use.

1.5 Accessibility & Security Contact

Users may report accessibility or security concerns at:
support@l-i-t.com

2. USER RIGHTS TO ACCESSIBLE AND SECURE ACCOMMODATIONS

2.1 User Rights

Users have the right to request accommodations enabling full and secure access to the Services, including accessible alternatives for communications involving PHI.

2.2 Accommodations May Include

- Assistance with ordering or account access
- Alternate communication formats (audio, large print, simplified text)

- Secure transmission options for medical documentation or PHI
- Assistive-technology-compatible interfaces

2.3 Secure Handling of Accommodation Requests

All accessibility and accommodation requests involving personal or medical information will be:

- handled confidentially
- transmitted only through secure channels
- stored only as necessary to fulfill the request

2.4 Non-Discrimination

Accommodation requests will never affect User eligibility, access, pricing, or membership privileges.

3. LIMITATIONS CAUSED BY CANNABIS AND PRIVACY REGULATIONS

3.1 Compliance Constraints

Certain accessibility accommodations may be restricted by:

- mandatory ID verification
- legal age thresholds
- medical recommendation verification requirements
- controlled-substance handling laws

- PHI verification and secure record-keeping obligations

3.2 Alternative Secure Solutions

Where accommodations are limited by law, the Company will provide alternative accessible and secure methods to the fullest extent allowed.

4. SECURITY FEEDBACK & RESPONSIVENESS

4.1 Reporting

Users may report accessibility or security concerns at any time.

4.2 Investigation Protocol

The Company will investigate reported issues promptly using secure evaluation procedures to avoid unnecessary exposure of User information.

4.3 Notification

Users will be provided accessible and secure communication regarding outages or issues.

5. GENERAL TERMS OF SERVICE WITH EMPHASIS ON SECURITY & PHI PROTECTION

5.1 Eligibility & Verification

Users must provide legally required age and identity information.

Where Users provide medical information, the Company will treat such data as PHI and utilize HIPAA-aligned security practices.

5.2 Account Registration

Users agree to provide accurate information.

All registration and login flows incorporate accessibility accommodations and security measures including:

- password encryption
- multi-factor authentication (where applicable)
- secure session management

5.3 Ordering & Delivery

Accessible formats and secure data-handling practices will support order placement and delivery processes.

Delivery communications shall protect User privacy and avoid disclosure of PHI through unsecured channels.

5.4 Prohibited Conduct

Users shall not:

- misuse accessibility or accommodation tools
- attempt unauthorized access or security breaches
- provide falsified medical documents or PHI
- exploit the platform for unlawful activity

6. ACCESSIBLE & SECURE DIGITAL COMMUNICATIONS

6.1 Marketing Communications

All marketing or service-related communications shall:

- be accessible to assistive technologies
- avoid the inclusion of PHI unless legally required and transmitted securely
- provide easy opt-out methods
- offer alternate accessible formats

6.2 User Requests

Users may request secure and accessible communication formats at any time.

7. WEBSITE ACCESSIBILITY & THIRD-PARTY SECURITY DISCLAIMER

7.1 Accessibility Commitment

The Company strives to meet WCAG 2.1 AA but acknowledges that accessibility and cybersecurity are constantly evolving.

7.2 Third-Party Tools

Third-party content, plugins, or payment processors may not meet the same accessibility or PHI-security standards. The Company will work to provide secure and accessible alternative options when feasible.

8. LIMITATION OF LIABILITY (ACCESSIBILITY, SECURITY & PHI)

8.1 Limited Liability

The Company will not be liable for temporary accessibility or security interruptions caused by:

- external systems or third-party vendors
- internet connectivity issues
- User device incompatibility
- legal restrictions on PHI handling
- malicious attacks outside the Company's control

8.2 Reasonable Efforts

Despite these limitations, the Company will take prompt, reasonable steps to restore accessibility and security measures.

9. INDEMNIFICATION

User agrees to indemnify and hold the Company harmless from damages arising from:

- misuse of accessibility tools
- unauthorized access attempts
- fraudulent PHI submissions
- violation of security protocols

10. MODIFICATIONS

The Company may update this Agreement—including accessibility and PHI-security commitments—at any time. Updates are effective upon posting.

11. GOVERNING LAW

This Agreement is governed by California law, including state privacy and cannabis regulations.

12. ACCEPTANCE OF TERMS

BY ACCESSING OR USING THE PLATFORM, USER ACKNOWLEDGES AND AGREES TO THE COMPANY'S ACCESSIBILITY, SECURITY, PRIVACY, AND PHI-PROTECTION REQUIREMENTS AS OUTLINED IN THIS AGREEMENT.