

# ACCESSIBILITY-FOCUSED 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 User accessing the Company’s platform (“User”). By using or accessing the Services, User agrees to all terms contained herein.

In addition to standard terms governing cannabis commerce, this Agreement places particular emphasis on **accessibility**, **inclusive access**, and **accommodation rights**, ensuring that all Users—including those with disabilities—can use the Services in compliance with the **Americans with Disabilities Act (ADA)**, **WCAG guidelines**, and relevant state and local accessibility rules.

## 1. COMMITMENT TO ACCESSIBILITY

1.1 The Company is committed to providing an accessible digital experience for all Users, including individuals with disabilities, in accordance with **WCAG 2.1 AA**, the **ADA**, and state accessibility regulations.

1.2 The Company will take reasonable steps to ensure Users can access Services, including but not limited to:

- Screen-reader compatibility
- Keyboard navigation
- Captioning or text alternatives for multimedia
- High-contrast options
- Accessible forms and navigation
- Clear readable fonts and zoom functionality

- Error-identification and form assistance
- Providing alternative means of communication such as phone assistance, email, and support services

1.3 The Company shall continually test, monitor, and improve accessibility features.

1.4 The Company provides accessibility support via:

**Email:** support@l-i-t.com

## **2. USER'S RIGHT TO ACCESSIBILITY ACCOMMODATIONS**

2.1 User has the right to request accommodations necessary to fully utilize the Services.

2.2 Accommodations may include:

- Assistance with order placement
- Access to descriptions or support for visually impaired users
- Alternative communication formats (audio, large print, simplified text, etc.)
- Delivery assistance accommodations permitted by cannabis regulations

2.3 The Company will respond to accessibility requests within a reasonable timeframe and take corrective action when feasible.

2.4 Accessibility requests will **never** negatively impact the User's access, eligibility, or membership.

## **3. LIMITATIONS INHERENT TO CANNABIS REGULATIONS**

3.1 While the Company aims to maximize accessibility, certain accommodations may be limited by state cannabis laws requiring:

- In-person ID verification
- Age and identity checks
- Physical presence for delivery
- Restricted handling procedures
- Purchase-limit controls

3.2 The Company agrees to provide alternative accessible solutions **to the fullest extent allowed by law**.

## **4. ACCESSIBILITY FEEDBACK & RESPONSIVENESS**

4.1 Users may report accessibility issues to the Company at any time.

4.2 The Company will document the issue, investigate it, and implement a corrective action plan if necessary.

4.3 Accessible communication options will always be provided for service interruptions or platform errors.

## **5. GENERAL TERMS OF SERVICE (WITH ACCESSIBILITY EMPHASIS)**

### **5.1 Eligibility & Age Verification**

User must be:

- (a) 21+ with valid ID; OR
- (b) 18+ with a valid medical recommendation (where allowed).

Accessibility accommodations will be provided during verification wherever possible under the law.

## **5.2 Account Registration**

Users creating an account must provide accurate information.

The Company shall maintain accessibility for account creation, password reset flows, and account dashboard navigation.

## **5.3 Ordering & Delivery**

- Ordering interfaces will incorporate accessible formats to support users with disabilities.
- Delivery notifications shall be screen-reader compatible.
- Reasonable accommodations (e.g., extended wait time, assistive communication) will be honored when legally permissible.

## **5.4 Prohibited Conduct**

Users shall not misuse accessibility tools or exploit accommodations for fraudulent or unlawful activity.

# **6. ACCESSIBILITY & DIGITAL MARKETING DISCLOSURES**

6.1 Marketing communications (email, SMS, push notifications) shall include:

- Clear text

- Accessible formatting
- Proper labeling for screen readers
- Alternative text for images
- Easy opt-out options

6.2 Users may request marketing communications in alternate accessible formats.

## **7. WEBSITE ACCESSIBILITY DISCLAIMER**

7.1 The Company strives to meet or exceed WCAG 2.1 AA standards but acknowledges that digital accessibility is an ongoing process.

7.2 User acknowledges that certain third-party content (e.g., embedded maps, payment processors) is not controlled by the Company and may not be fully accessible, though the Company will take reasonable steps to improve accessibility or provide alternative means of accessing services.

## **8. LIMITATION OF LIABILITY (ACCESSIBILITY-SPECIFIC)**

8.1 The Company shall not be liable for temporary accessibility outages caused by:

- Third-party systems
- Internet service interruptions
- User device incompatibility

- Legal limitations on accommodations

8.2 However, the Company shall make reasonable efforts to restore accessibility promptly.

## **9. INDEMNIFICATION**

User agrees to indemnify the Company for misuse of accessibility systems or fraudulent accessibility claims.

## **10. MODIFICATIONS**

The Company may revise these Terms, including accessibility commitments, at any time. The updated Agreement becomes effective upon posting.

## **11. GOVERNING LAW**

This Agreement is governed by the laws of the State of **California**.

## **12. ACCEPTANCE**

BY USING OR ACCESSING THE SERVICES, USER AGREES TO ALL TERMS IN THIS ACCESSIBILITY-FOCUSED AGREEMENT, INCLUDING THE COMPANY'S COMMITMENT TO PROVIDING AN ACCESSIBLE, INCLUSIVE DIGITAL EXPERIENCE.