

TERMS OF SERVICE

OF LIT CANNABIS COMPANY

Effective Date: January 1, 2026

Last Updated: January 1, 2026

This **Terms of Service** (“**Agreement**” or “**TOS**”) is a legally binding contract between **Lit Cannabis Company**, a California corporation (“**Company**,” “**we**,” “**us**,” or “**our**”), and any individual or entity accessing or using our website, mobile application, delivery platform, digital content, or any other service provided by the Company (“**User**,” “**you**,” or “**your**”).

By accessing or using any portion of the Services, the User acknowledges and agrees to be bound by this Agreement in full.

1. DEFINITIONS

1.1 “**Services**” means any and all websites, mobile applications, e-commerce platforms, delivery services, digital content, loyalty programs, customer accounts, and related systems offered by Lit Cannabis Company.

1.2 “**Products**” means cannabis, cannabis-infused goods, accessories, general merchandise, and any other products sold by the Company through its Services.

1.3 “**User Content**” means any content submitted by the User, including profile data, communications, reviews, feedback, or other uploaded information.

1.4 “**Applicable Law**” includes all federal, state, and local statutes, cannabis regulations, privacy rules, and commercial laws governing cannabis delivery, online commerce, and age-restricted products.

2. ELIGIBILITY & AGE VERIFICATION

2.1 You must be **21 years of age or older**, or **18+ with a valid medical cannabis recommendation** where permitted by state law.

2.2 Verification of age and identity is required. User authorizes the Company to use third-party identity verification services.

2.3 Any misrepresentation of age or identity constitutes a material breach of this Agreement and may result in account termination and reporting to authorities.

3. ACCOUNT REGISTRATION & SECURITY

3.1 User must create an account to access certain features, including ordering Products or scheduling deliveries.

3.2 User agrees to:

- (a) provide accurate, current information;
- (b) maintain confidentiality of login credentials;
- (c) immediately notify the Company of unauthorized account access.

3.3 User is responsible for all activities conducted under their account.

3.4 The Company may suspend or terminate accounts for violation of this Agreement, misuse, fraud, or regulatory requirements.

4. ORDERING, DELIVERY, AND PRODUCT LIMITS

4.1 All orders are subject to product availability, delivery-zone restrictions, and compliance with state purchase limits.

4.2 User agrees to:

- (a) be physically present at the delivery address;
- (b) present valid government ID to the delivery agent;
- (c) sign for the delivery.

4.3 Deliveries may be canceled or modified at the Company's discretion due to safety, compliance, or logistical reasons.

4.4 Products are **non-returnable** due to cannabis regulations, except in cases of defective or incorrect items at the Company's discretion.

5. PAYMENT TERMS

5.1 All prices are listed in U.S. Dollars unless stated otherwise.

5.2 Payments must be made through Company-approved payment processors. We do not store full credit card details.

5.3 User agrees to pay all applicable taxes, fees, and delivery charges.

5.4 Fraudulent chargebacks or payment disputes will be investigated and may result in legal action.

6. PROHIBITED CONDUCT

User agrees **NOT** to:

6.1 Use the Services for unlawful, fraudulent, or unauthorized purposes.

6.2 Attempt to circumvent age verification or provide false information.

6.3 Resell, distribute, or divert Products to other individuals.

6.4 Reverse engineer, copy, duplicate, or exploit any part of the Services.

6.5 Interfere with functionality, security systems, or data belonging to the Company or other Users.

Violation of any provision may result in termination, legal action, or reporting to regulatory authorities.

7. INTELLECTUAL PROPERTY

7.1 All trademarks, branding, logos, website content, digital assets, product descriptions, and proprietary systems are the exclusive property of Lit Cannabis Company.

7.2 User receives a limited, non-transferable, revocable license to access the Services for lawful personal use only.

7.3 User is prohibited from copying, scraping, aggregating, distributing, or modifying Company intellectual property without written consent.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

8.1 By registering an account, User agrees to the **Non-Disclosure Agreement** included in the Company's Privacy Policy, incorporated fully by reference.

8.2 User shall not disclose, copy, distribute, or misuse Confidential Information such as:

- Pricing, discounts, loyalty rewards
- Proprietary delivery processes
- Internal technology systems
- Non-public Company policies
- Exclusive member promotions
- User-only content or communications

8.3 Any breach shall entitle the Company to seek injunctive relief, monetary damages, and other legal remedies.

9. DIGITAL MARKETING CONSENT & DISCLOSURES

9.1 User agrees that the Company may use cookies, analytics tools, tracking pixels, and advertising identifiers for marketing and operational purposes.

9.2 With User consent, the Company may send:

- (a) promotional emails;
- (b) SMS messages;
- (c) push notifications;
- (d) targeted advertisements.

9.3 User may opt-out at any time through account settings or unsubscribe features.

9.4 The Company does not sell personal data for monetary gain.

10. DISCLAIMERS

10.1 Cannabis Safety Disclaimer

Cannabis affects individuals differently. User acknowledges and accepts the inherent risks of consuming cannabis products.

10.2 No Medical Advice

Products and content provided by the Company do not constitute medical advice.

10.3 Service Availability

The Company does not guarantee uninterrupted access to its Services and may modify or discontinue features without notice.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

11.1 The Company shall not be liable for any indirect, incidental, consequential, or punitive damages.

11.2 The Company's total liability shall not exceed the amount paid by User for the specific transaction giving rise to the claim.

11.3 Liability for delays, delivery cancellations, or product unavailability is expressly disclaimed.

12. INDEMNIFICATION

User agrees to indemnify, defend, and hold harmless the Company and its officers, employees, contractors, and agents from any claims, liabilities, damages, or expenses arising from:

- User's violation of this Agreement
- Misuse of Products
- Illegal conduct or regulatory violations

- Misrepresentation of age or identity
- Breach of confidentiality obligations

13. USER CONTENT

13.1 Any reviews, feedback, or content submitted by the User becomes the property of the Company.

13.2 User grants the Company a perpetual, royalty-free license to use, publish, or display such content.

13.3 User shall not post defamatory, unlawful, harmful, or misleading content.

14. TERMINATION

The Company may suspend or terminate access for:

- Breach of this Agreement
- Fraudulent activity
- Safety or regulatory concerns
- Misuse of Services

User may close their account at any time, subject to data retention requirements under cannabis laws.

15. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of **California**, without regard to conflict of law principles.

Any dispute shall be resolved through binding arbitration in **Alameda County, CA**, except claims suitable for small-claims court.

16. MODIFICATIONS

The Company may revise this Agreement at any time. Updated terms take effect immediately upon posting. Continued use constitutes acceptance.

17. ENTIRE AGREEMENT

This Agreement, together with the Company's **Privacy Policy** and **Non-Disclosure Agreement**, constitutes the entire understanding between the parties and supersedes all prior agreements.

18. ACCEPTANCE

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