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TERMS OF USE / TERMS AND CONDITIONS

Last updated September 27, 2023

AGREEMENT TO OUR LEGAL TERMS

We are NUG Inc, including affiliates and subsidiaries, ("NUG," "Company," "we," "us," "our"), a company registered in California, United States. We operate the website <http://www.nug.com> (the "Site"), the mobile application NUG App (the "App"), as well as any other related products and services that refer or link Disclaimer to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at 1-855-420-6847, email at contact@nug.com, or by mail to 2601C Blanding Avenue, Suite 408, Alameda, CA 94501, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personal y or on behalf of an entity ("you"), and NUG Inc, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 21 years old. In some cases, users who are at least 18 years old may access the Services. Persons under the age of 18 are strictly not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to: access the Services; and download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: contact@nug.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a

username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason.

Prices for all products are subject to change.

PURCHASES AND PAYMENT

We accept the following forms of payment: Credit Card, Debit Card, ACH, Cash

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

RETURN/REFUNDS POLICY

ALL SALES FINAL. Due to state regulations, we cannot accept returns on cannabis products with the exception of defective or expired products. If you experience a defective or expired product, present the product and original receipt within 7 days of purchase to receive in-store credit. Refunds cannot be issued. We reserve the right to issue partial credit for partially consumed products.

PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to: Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.

Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

Use any information obtained from the Services in order to harass, abuse, or harm another person.

Make improper use of our support services or submit false reports of abuse or misconduct.

Use the Services in a manner inconsistent with any applicable laws or regulations.

Engage in unauthorized framing of or linking to the Services.

Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

Delete the copyright or other proprietary rights notice from any Content.

Attempt to impersonate another user or person or use the username of another user.

Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"),

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pixels, web bugs, cookies, or other similar devices (sometimes referred to as

"spyware" or "passive collection mechanisms" or "pcms").

Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.

Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.

Use a buying agent or purchasing agent to make purchases on the Services.

Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

USER GENERATED CONTRIBUTIONS

The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Services and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.

Your Contributions are not false, inaccurate, or misleading.

Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services.

You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

MOBILE APPLICATION LICENSE

Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any

modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a

"terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the

United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be final y and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Alameda, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Alameda, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individual y. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY

MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$10,000.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at: NUG Inc, 2601C Blanding Avenue Suite 408, Alameda, CA 94501, United States Phone: 1-855-420-6847 Email: contact@nug.com

PRIVACY POLICY

Last updated January 7, 2026

This privacy notice for NUG Inc and affiliates and subsidiaries ("NUG," "we," "us," or "our"), describes how and why we might collect, store, use, and/or share ("process") your information when you use our services ("Services"), such as when you: Visit our website at <http://www.nug.com>, or any website of ours that links to this privacy notice; Download and use our mobile application (NUG App), or any other application of ours that links to this privacy notice; Engage with us in other related ways, including any sales, marketing, or events.

Questions or concerns? Reading this privacy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at contact@nug.com.

SUMMARY OF KEY POINTS

This summary provides key points from our privacy notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our table of contents below to find the section you are looking for.

What personal information do we process? When you visit, use, or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use.

Do we process any sensitive personal information? We may process sensitive personal information when necessary with your consent or as otherwise permitted by applicable law. Learn more about sensitive information we process.

Do we receive any information from third parties? We do not receive any information from third parties.

How do we process your information? We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so.

In what situations and with which parties do we share personal information? We may share information in specific situations and with specific third parties. Learn more about when and with whom we share your personal information.

How do we keep your information safe? We have organizational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers,

cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information.

What are your rights? Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information.

How do you exercise your rights? The easiest way to exercise your rights is by contacting us at contact@nug.com. We will consider and act upon any request in accordance with applicable data protection laws.

Want to learn more about what we do with any information we collect? Review the privacy notice in full.

WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Services, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

Personal Information Provided by You. The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

names, phone numbers, email addresses, mailing addresses, usernames, passwords, contact preferences, contact or authentication data, billing addresses, debit/credit card numbers, bank accounts ach

Sensitive Information. When necessary, with your consent or as otherwise permitted by applicable law, we process the following categories of sensitive information:

health data, financial data, age, purchasing preferences

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number, and the security code associated with your payment instrument. All payment data is stored by Stronghold. You may find their privacy notice link(s) here: <https://stronghold.co/ach>.

Application Data. If you use our application(s), we also may collect the following information if you choose to provide us with access or permission: Geolocation Information. We may request access or permission to track location-based information from your mobile device, either continuously or while you are using our mobile application(s), to provide certain location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Access. We may request access or permission to certain features from your mobile device, including your mobile device's sms messages, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Data. We automatically collect device information (such as your mobile device ID, model, and manufacturer), operating system, version information and system configuration information, device and application identification numbers, browser type and version, hardware model Internet service provider and/or mobile carrier, and Internet Protocol (IP) address (or proxy server). If you are using our application(s), we may also collect information about the phone network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, your mobile device's unique device ID, and information about the features of our application(s) you accessed.

Push Notifications. We may request to send you push notifications regarding your account or certain features of the application(s). If you wish to opt out from receiving these types of communications, you may turn them off in your device's settings.

This information is primarily needed to maintain the security and operation of our application(s), for troubleshooting, and for our internal analytics and reporting purposes.

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Services.

We automatically collect certain information when you visit, use, or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP

address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services, and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

Log and Usage Data. Log and usage data is service-related, diagnostic, usage, and performance information our servers automatically collect when you access or use our Services and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser

type, and settings and information about your activity in the Services (such as the date/time stamps associated with your usage, pages and files viewed, searches, and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called "crash dumps"), and hardware settings).

Device Data. We collect device data such as information about your computer, phone, tablet, or other device you use to access the Services. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model, Internet service provider and/or mobile carrier, operating system, and system configuration information.

Location Data. We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Services. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. However, if you choose to opt out, you may not be able to use certain aspects of the Services.

HOW DO WE PROCESS YOUR INFORMATION?

In Short: We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.

We process your personal information for a variety of reasons, depending on how you interact with our Services, including: To facilitate account creation and authentication and otherwise manage user accounts. We may process your information so you can create and log in to your account, as well as keep your account in working order.

To deliver and facilitate delivery of services to the user. We may process your information to provide you with the requested service.

To fulfill and manage your orders. We may process your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.

To send you marketing and promotional communications. We may process the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt out of our marketing emails at any time. For more information, see "WHAT ARE YOUR PRIVACY RIGHTS?" below.

To deliver targeted advertising to you. We may process your information to develop and display personalized content and advertising tailored to your interests, location, and more.

To administer prize draws and competitions. We may process your information to administer prize draws and competitions.

To evaluate and improve our Services, products, marketing, and your experience. We may process your information when we believe it is necessary to identify usage trends, determine the effectiveness of our promotional campaigns, and to evaluate and improve our Services, products, marketing, and your experience.

To identify usage trends. We may process information about how you use our Services to better understand how they are being used so we can improve them.

To determine the effectiveness of our marketing and promotional campaigns. We may process your information to better understand how to provide marketing and promotional campaigns that are most relevant to you.

To comply with our legal obligations. We may process your information to comply with our legal obligations, respond to legal requests, and exercise, establish, or defend our legal rights.

WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

In Short: We may share information in specific situations described in this section and/or with the following third parties.

We may need to share your personal information in the following situations:

Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

When we use Google Maps Platform APIs. We may share your information with certain Google Maps Platform APIs (e.g., Google Maps API, Places API). We obtain and store on your device ("cache") your location. You may revoke your consent anytime by contacting us at the contact details provided at the end of this document.

Offer Wall. Our application(s) may display a third-party hosted "offer wall." Such an offer wall allows third-party advertisers to offer virtual currency, gifts, or other items to users in return for the acceptance and completion of an advertisement offer. Such an offer wall may appear in our application(s) and be displayed to you based on certain data, such as your geographic area or demographic information. When you click on an offer wall, you will be brought to an external website belonging to other persons and will leave our application(s). A unique identifier, such as your user ID, will be shared with the offer wall provider in order to prevent fraud and properly credit your account with the relevant reward.

WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

In Short: We are not responsible for the safety of any information that you share with third parties that we may link to or who advertise on our Services, but are not affiliated with, our Services.

The Services, including our offer wall, may link to third-party websites, online services, or mobile applications and/or contain advertisements from third parties that are not affiliated with us and which may link to other websites, services, or applications. Accordingly, we do not make any guarantee regarding any such third parties, and we will not be liable for any loss or damage caused by the use of such third-party websites, services, or applications. The inclusion of a link towards a third-party website, service, or application does not imply an endorsement by us. We cannot guarantee the safety and privacy of data you provide to any third parties. Any data collected by third parties is not covered by this privacy notice. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites, services, or applications that may be linked to or from the Services. You should review the policies of such third parties and contact them directly to respond to your questions.

DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

We use cookies to verify age, personalise content and ads, to provide social media features and to analyse our traffic. We may also share information about your use of our site with our technology partners who may combine it with other information that you've provided to them or that they've collected from your use of their services.

HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). No purpose in this notice will require us to keep your personal information for longer than twelve (12) months past the termination of the user's account.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has

been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

DO WE COLLECT INFORMATION FROM MINORS?

In Short: We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at contact@nug.com.

WHAT ARE YOUR PRIVACY RIGHTS?

In Short: You may review, change, or terminate your account at any time.

Withdrawing your consent: If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below.

However, please note that this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

Opting out of marketing and promotional communications: You can unsubscribe from our marketing and promotional communications at any time by clicking on the unsubscribe link in the emails that we send, or by contacting us using the details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below. You will then be removed from the marketing lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

Log in to your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our legal terms and/or comply with applicable legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services. You may also opt out of interest-based advertising by advertisers on our Services.

If you have questions or comments about your privacy rights, you may email us at contact@nug.com.

CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

DO UNITED STATES RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: If you are a resident of California, you are granted specific rights regarding access to your personal information.

What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name	YES
B. Personal information as defined in the California Customer Records statute	Name, contact information, education, employment, employment history, and financial information	YES
C. Protected classification characteristics under state or federal law	Gender and date of birth	YES
D. Commercial information	Transaction information, purchase history, financial details, and payment information	YES
E. Biometric information	Fingerprints and voiceprints	NO
F. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements	YES
G. Geolocation data	Device location	YES
H. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	NO
I. Professional or employment-related information	Business contact details in order to provide you our Services at a business level or job title, work history, and professional qualifications if you apply for a job with us	NO
J. Education Information	Student records and directory information	NO
K. Inferences drawn from collected personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	YES
L. Sensitive personal Information	Account login information, citizenship or immigration status, debit or credit card numbers, drivers' licenses, health data, passport numbers, precise geolocation and state id card numbers	YES

We will use and retain the collected personal information as needed to provide the Services or for:

- Category A - As long as the user has an account with us
- Category B - As long as the user has an account with us
- Category C - As long as the user has an account with us
- Category D - As long as the user has an account with us
- Category F - As long as the user has an account with us
- Category G - As long as the user has an account with us
- Category K - As long as the user has an account with us
- Category L - As long as the user has an account with us

Category L information may be used, or disclosed to a service provider or contractor, for additional, specified purposes. You have the right to limit the use or disclosure of your sensitive personal information.

We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of:

Receiving help through our customer support channels;
Participation in customer surveys or contests; and
Facilitation in the delivery of our Services and to respond to your inquiries.

How do we use and share your personal information?

Learn about how we use your personal information in the section, "HOW DO WE PROCESS YOUR INFORMATION?"

Will your information be shared with anyone else?

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Learn more about how we disclose personal information in the section, "WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?"

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal information.

We have not disclosed, sold, or shared any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. We will not sell or share personal information in the future belonging to website visitors, users, and other consumers.

California Residents

California Civil Code Section 1798.83, also known as the "Shine The Light" law permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

CCPA Privacy Notice

This section applies only to California residents. Under the California Consumer Privacy Act (CCPA), you have the rights listed below.

The California Code of Regulations defines a "residents" as: (1) every individual who is in the State of California for other than a temporary or transitory purpose and

(2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, we must adhere to certain rights and obligations regarding your personal information.

Your rights with respect to your personal data Right to request deletion of the data — Request to delete You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation, or any processing that may be required to protect against illegal activities.

Right to be informed — Request to know

Depending on the circumstances, you have a right to know: whether we collect and use your personal information; the categories of personal information that we collect; the purposes for which the collected personal information is used; whether we sell or share personal information to third parties; the categories of personal information that we sold, shared, or disclosed for a business purpose;

the categories of third parties to whom the personal information was sold, shared, or disclosed for a business purpose; the business or commercial purpose for collecting, selling, or sharing personal information; and the specific pieces of personal information we collected about you.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

Right to Limit Use and Disclosure of Sensitive Personal Information

If the business collects any of the following: social security information, drivers' licenses, state ID cards, passport numbers account login information credit card numbers, financial account information, or credentials allowing access to such accounts precise geolocation racial or ethnic origin, religious or philosophical beliefs, union membership the contents of email and text, unless the business is the intended recipient of the communication genetic data, biometric data, and health data data concerning sexual orientation and sex life you have the right to direct that business to limit its use of your sensitive personal information to that use which is necessary to perform the Services.

Once a business receives your request, they are no longer allowed to use or disclose your sensitive personal information for any other purpose unless you provide consent for the use or disclosure of sensitive personal information for additional purposes.

Please note that sensitive personal information that is collected or processed without the purpose of inferring characteristics about a consumer is not covered by this right, as well as the publicly available information.

To exercise your right to limit use and disclosure of sensitive personal information, please email contact@nug.com.

Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g., phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. However, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity and for security or fraud-prevention purposes. We will delete such additional y provided information as soon as we finish verifying you.

Other privacy rights

- You may object to the processing of your personal information.
- You may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the information.
- You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- You may request to opt out from future selling or sharing of your personal information to third parties. Upon receiving an opt-out request, we will act upon the request as soon as feasibly possible, but no later than fifteen (15) days from the date of the request submission.

To exercise these rights, you can contact us by visiting contact@nug.com, by email at contact@nug.com, by calling toll -free at 18554206847, or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

Financial Incentives

"Financial incentive" means a program, benefit, or other offering, including payments to consumers as compensation, for the disclosure, deletion, sale, or sharing of personal information.

The law permits financial incentives or a price or service difference if it is reasonably related to the value of the consumer's data. A business must be able to explain how the financial incentive or price or service difference is reasonably related to the value of the consumer's data. The explanation must include: a good-faith estimate of the value of the consumer's data that forms the basis for offering the financial incentive or price or service difference; and a description of the method the business used to calculate the value of the consumer's data.

We may decide to offer a financial incentive (e.g., price or service difference) in exchange for the retention, sale, or sharing of a consumer's personal information.

If we decide to offer a financial incentive, we will notify you of such financial incentive and explain the price difference, as well as material terms of the financial incentive or price of service difference, including the categories of personal information that are implicated by the financial incentive or price or service difference.

If you choose to participate in the financial incentive you can withdraw from the financial incentive at any time by emailing us at contact@nug.com, by calling us toll -free at 18554206847, or by referring to the contact details at the bottom of this document.

DO WE MAKE UPDATES TO THIS NOTICE?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at contact@nug.com or contact us by post at:

NUG Inc
2601C Blanding Avenue
Suite 408
Alameda, CA 94501
United States

HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it. To request to review, update, or delete your personal information, please visit: contact@nug.com.

ACCEPTABLE USE POLICY

Last updated September 28, 2023

This Acceptable Use Policy (" Policy") is part of our Terms and Conditions ("Legal Terms") and should therefore be read alongside our main Legal Terms: _____.

If you do not agree with these Legal Terms, please refrain from using our Services.

Your continued use of our Services implies acceptance of these Legal Terms.

Please carefully review this Policy which applies to any and all:

- (a) uses of our Services (as defined in "Legal Terms")
- (b) forms, materials, consent tools, comments, post, and all other content available on the Services ("Content") and
- (c) material which you contribute to the Services including any upload, post, review, disclosure, ratings, comments, chat etc. in any forum, chatrooms, reviews, and to any interactive services associated with it ("Contribution").

WHO WE ARE

We are NUG Inc and affiliates and subsidiaries ("NUG", "Company," "we," " us," or "our") a company registered in California, United States at 2601C Blanding Avenue, Suite 408, Alameda, CA 94501.

We operate the website <http://www.nug.com> (the "Site"), the mobile application NUG App (the "App"), as well as any other related products and services that refer or link to this Policy (collectively, the "Services").

USE OF THE SERVICES

When you use the Services you warrant that you will comply with this Policy and with all applicable laws.

You also acknowledge that you may not:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Services.

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our Services, including our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or the Services connected.
- Attempt to impersonate another user or person or use the username of another user.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services, except as expressly permitted by applicable law.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Sell or otherwise transfer your profile.

COMMUNITY/FORUM GUIDELINES

To provide a safe atmosphere in and around NUG retail stores, follow these guidelines: No loitering is permitted in the building or the building's parking area.

Treat everyone in and around the building with respect and courtesy. No weapons of any kind are allowed on the premises. No dispensing or consumption of alcoholic beverages in the building or parking area is allowed. No drug or alcohol use in/on business premises. No cannabis use in/on business premises. No Littering. Building positive relationships with homeowners and businesses in our neighborhood is vital to our operations. Please help us by always following these rules: Always drive carefully and courteously. Keep car stereo volume at a courteous level. Use only the dispensary's parking lot or public parking when visiting the dispensary. Do not linger in your car or on the sidewalk after you have completed your visit

CONTRIBUTIONS

In this Policy, the term "Contributions" means:

- any data, information, software, text, code, music, scripts, sound, graphics, photos, videos, tags, messages, interactive features, or other materials that you post, share, upload, submit, or otherwise provide in any manner on or through to the Services; or
- any other content, materials, or data you provide to NUG Inc or use with the Services.

Some areas of the Services may allow users to upload, transmit, or post Contributions. We may but are under no obligation to review or moderate the Contributions made on the Services, and we expressly exclude our liability for any loss or damage resulting from any of our users' breach of this Policy. Please report any Contribution that you believe breaches this Policy; however, we will determine, in our sole discretion, whether a Contribution is indeed in breach of this Policy.

You warrant that:

- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and this Policy;
- all your Contributions comply with applicable laws and are original and true (if they represent your opinion or facts);
- the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party; and
- you have the verifiable consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and this Policy.

You also agree that you will not post, transmit, or upload any (or any part of a) Contribution that:

- is in breach of applicable laws, regulation, court order, contractual obligation, this Policy, our Legal Terms, a legal duty, or that promotes or facilitates fraud or illegal activities;

- is defamatory, obscene, offensive, hateful, insulting, intimidating, bullying, abusive, or threatening, to any person or group; is false, inaccurate, or misleading;
- includes child sexual abuse material, or violates any applicable law concerning child pornography or otherwise intended to protect minors; contains any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner; promotes violence, advocates the violent overthrow of any government, or incites, encourages, or threatens physical harm against another; is obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, contains sexual y explicit material, or is otherwise objectionable (as determined by us);
- is discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;
- bullies, intimidates, humiliates, or insults any person; promotes, facilitates, or assists anyone in promoting and facilitating acts of terrorism;
- infringes, or assists anyone in infringing, a third party's intellectual property rights or publicity or privacy rights;
- is deceitful, misrepresents your identity or affiliation with any person and/or misleads anyone as to your relationship with us or implies that the Contribution was made by someone else than you;
- contains unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation that has been "paid for," whether with monetary compensation or in kind; or
- misrepresents your identity or who the Contribution is from.

REVIEW AND RATINGS

When your Contribution is a review or rating, you also agree that: you have firsthand experience with the goods and services being reviewed; your Contribution is true to your experience; you are not affiliated with competitors if posting negative reviews (or linked in any way to, e.g., by being the owner or seller/manufacturer of, a product or service if posting positive reviews);

you cannot make or offer any conclusions as to the legality of conduct; you cannot post any false or misleading statements; and you do not and will not organize a campaign encouraging others to post reviews, whether positive or negative.

REPORTING A BREACH OF THIS POLICY

We may but are under no obligation to review or moderate the Contributions made on the Services and we expressly exclude our liability for any loss or damage resulting from any of our users' breach of this Policy.

If you consider that any Content or Contribution: breach this Policy, please email us at contact@nug.com, or refer to the contact details at the bottom of this document to let us know which Content or Contribution is in breach of this Policy and why; or infringe any third-party intellectual property rights, please email us at contact@nug.com.

We will reasonably determine whether a Content or Contribution breaches this Policy.

CONSEQUENCES OF BREACHING THIS POLICY

The consequences for violating our Policy will vary depending on the severity of the breach and the user's history on the Services, by way of example: We may, in some cases, give you a warning and/or remove the infringing Contribution, however, if your breach is serious or if you continue to breach our Legal Terms and this Policy, we have the right to suspend or terminate your access to and use of our Services and, if applicable, disable your account. We may also notify law enforcement or issue legal proceedings against you when we believe that there is a genuine risk to an individual or a threat to public safety.

We exclude our liability for all action we may take in response to any of your breaches of this Policy.

DISCLAIMER

NUG Inc is under no obligation to monitor users' activities, and we disclaim any responsibility for any user's misuse of the Services. NUG Inc has no responsibility for any user or other Content or Contribution created, maintained, stored, transmitted, or accessible on or through the Services, and is not obligated to monitor or exercise any editorial control over such material. If NUG Inc becomes aware that any such Content or Contribution violates this Policy, NUG Inc may, in addition to removing such Content or Contribution and blocking your account, report such breach to the police or appropriate regulatory authority. Unless otherwise stated in this Policy, NUG

Inc disclaims any obligation to any person who has not entered into an agreement with NUG Inc for the use of the Services.

HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have any further questions or comments or wish to report any problematic Content or Contribution, you may contact us by: Email: contact@nug.com

COOKIE POLICY

Last updated January 7, 2026

This Cookie Policy explains how NUG Inc and affiliates and subsidiaries ("NUG," "Company," "we," "us," and "our") uses Terms and Conditions cookies and similar technologies to recognize you when you visit our website at <http://www.nug.com> (" Website"). It explains what these technologies are and why we use them, as well as your rights to control our use of them. In some cases we may use cookies to collect personal information, or that becomes personal information if we combine it with other information.

WHAT ARE COOKIES?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner (in this case, NUG Inc) are called "first-party cookies." Cookies set by parties other than the website owner are called "third-party cookies." Third-party cookies enable third-party features or functionality to be provided on or through the website (e.g., advertising, interactive content, and analytics). The parties that set these third-party cookies can recognize your computer both when it visits the website in question and also when it visits certain other websites.

WHY DO WE USE COOKIES?

We use first-and third-party cookies for several reasons. Some cookies are required for technical reasons in order for our Website to operate, and we refer to these as "essential" or "strictly necessary" cookies. Other cookies also enable us to track and target the interests of our users to enhance the experience on our Online Properties. Third parties serve cookies through our Website for advertising, analytics, and other purposes. This is described in more detail below. We use cookies to verify age, personalise content and ads, to provide social media features and to analyse our traffic. We may also share information about your use of our site with our technology partners who may combine it with other information that you've provided to them or that they've collected from your use of their services.

HOW CAN I CONTROL COOKIES?

You have the right to decide whether to accept or reject cookies. You can exercise your cookie rights by setting your preferences in the Cookie Consent Manager. The Cookie Consent Manager allows you to select which categories of cookies you accept or reject. Essential cookies cannot be rejected as they are strictly necessary to provide you with services.

The Cookie Consent Manager can be found in the notification banner and on our website. If you choose to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted. You may also set or amend your web browser controls to accept or refuse cookies.

The specific types of first-and third-party cookies served through our Website and the purposes they perform are described in the table below (please note that the specific cookies served may vary depending on the specific Online Properties you visit):

ESSENTIAL WEBSITE COOKIES

These are required for the website to function. Without these, you wouldn't be able to use basic features like the age gate or the shopping cart.

- Age Verification: Stores a "true/false" value to remember that you have passed the 21+ age gate so you aren't prompted on every page.
- Session Management: Used by the web server to keep you logged in and maintain your session as you move from "Products" to "Checkout."
- CSRF Protection: Standard security cookies (like XSRF-TOKEN) used to prevent unauthorized form submissions.

PERFORMANCE AND FUNCTIONALITY COOKIES

These help the site remember choices you've made to provide a better experience.

- Location/Store Selection: NUG has multiple dispensaries (Oakland, Sacramento, etc.). Cookies are used to remember your "Preferred Store" so the menu displays the correct local inventory and pricing.
- Loyalty Integration: Since NUG has a loyalty program, cookies may be used to identify your account status and available reward points during a session.

ANALYTICS AND CUSTOMIZATION COOKIES

These help NUG understand how visitors interact with the site (e.g., which products are most popular).

- Google Analytics: Uses cookies like `_ga` and `_gid` to track anonymized data such as page views, time spent on site, and bounce rates.
- E-commerce Tracking: Tracks the "Customer Journey" from landing on the homepage to completing a purchase or abandoning a cart.

MARKETING COOKIES

These are used to deliver relevant ads and track the effectiveness of marketing campaigns.

- Facebook Pixel / Meta Pixel: Used to track conversions from social media ads and to "retarget" you (showing NUG ads on Facebook/Instagram after you've visited the site).
- Alpine IQ / Loyalty Tracking: Used to connect your web browsing behavior with your retail loyalty profile for personalized SMS or email offers.
- Third-Party Pixels: May include trackers from ad networks to build a profile of your interests for "behavioral advertising."

UNCLASSIFIED COOKIES

These are cookies that have not yet been categorized. We are in the process of classifying these cookies with the help of their providers.

- N/A

LIST OF COOKIES USED

Cookie Name	Category	Provider	Description	Lifespan
_age_verified	Essential	First Party	Stores your response to the 21+ age gate so you aren't prompted on every page visit.	1 Year
_session_id	Essential	First Party	A unique token used to maintain your login status and store items in your shopping cart.	Session

_selected_store	Functional	First Party	Remembers which NUG location (e.g., Oakland, Sacramento) you are shopping from to show local inventory.	1 Year
_ga / _gid	Analytics	Google	Used to distinguish unique users and track how they interact with the site (pages viewed, etc.).	2 Years / 24 Hours
_fbp	Marketing	Meta (Facebook)	Used by Facebook to deliver advertisement products and track the effectiveness of social media ads.	3 Months
_alpine_iq	Marketing	Alpine IQ	Connects your browsing behavior with your loyalty rewards profile for personalized SMS/Email offers.	1 Year
_dutchie_cart	Essential	Dutchie	An e-commerce cookie used specifically to manage the checkout flow and shopping bag.	Session

XSRF-TOKEN	Essential, Security	First Party	A standard security cookie used to prevent Cross-Site Request Forgery attacks on forms.	Session
userId	Essential	First Party	A unique token used to maintain your login status.	1 Year
surfes.* surf surfid.*	Marketing	Third Party	Used by Surfside to deliver advertisement products and track the effectiveness of digital media ads.	1 Month
TDID, TDCPM	Marketing	Third Party	Used by adsvr.org to deliver advertisement products and track the effectiveness of digital media ads.	1 Year

HOW CAN I CONTROL COOKIES ON MY BROWSER?

As the means by which you can refuse cookies through your web browser controls vary from browser to browser, you should visit your browser's help menu for more information. The following is information about how to manage cookies on the most popular browsers:

- Chrome
- Internet Explorer
- Firefox
- Safari
- Edge

Opera

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit:

Digital Advertising Alliance

Digital Advertising Alliance of Canada

European Interactive Digital Advertising Alliance

WHAT ABOUT OTHER TRACKING TECHNOLOGIES, LIKE WEB BEACONS?

Cookies are not the only way to recognize or track visitors to a website. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enables us to recognize when someone has visited our Website or opened an email including them. This allows us, for example, to monitor the traffic patterns of users from one page within a website to another, to deliver or communicate with cookies, to understand whether you have come to the website from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

DO YOU USE FLASH COOKIES OR LOCAL SHARED OBJECTS?

Websites may also use so-called "Flash Cookies" (also known as Local Shared Objects or "LSOs") to, among other things, collect and store information about your use of our services, fraud prevention, and for other site operations.

If you do not want Flash Cookies stored on your computer, you can adjust the settings of your Flash player to block Flash Cookies storage using the tools contained in the Website Storage Settings Panel. You can also control Flash Cookies by going to the Global Storage Settings Panel and following the instructions (which may include instructions that explain, for example, how to delete existing Flash Cookies (referred to "information" on the Macromedia site), how to prevent Flash LSOs from being placed on your computer without your being asked, and (for Flash Player 8 and later) how to block Flash Cookies that are not being delivered by the operator of the page you are on at the time).

Please note that setting the Flash Player to restrict or limit acceptance of Flash Cookies may reduce or impede the functionality of some Flash applications, including, potentially, Flash applications used in connection with our services or online content.

DO YOU SERVE TARGETED ADVERTISING?

Third parties may serve cookies on your computer or mobile device to serve advertising through our Website. These companies may use information about your visits to this and other websites in order to provide relevant advertisements about goods and services that you may be interested in. They may also employ technology that is used to measure the effectiveness of advertisements. They can accomplish this by using cookies or web beacons to collect information about your visits to this and other sites in order to provide relevant advertisements about goods and services of potential interest to you. The information collected through this process does not enable us or them to identify your name, contact details, or other details that directly identify you unless you choose to provide these.

HOW OFTEN WILL YOU UPDATE THIS COOKIE POLICY?

We may update this Cookie Policy from time to time in order to reflect, for example, changes to the cookies we use or for other operational, legal, or regulatory reasons.

Please therefore revisit this Cookie Policy regularly to stay informed about our use of cookies and related technologies.

The date at the top of this Cookie Policy indicates when it was last updated.

WHERE CAN I GET FURTHER INFORMATION?

If you have any questions about our use of cookies or other technologies, please email us at contact@nug.com or by post to:

NUG Inc
2601C Blanding Avenue
Suite 408
Alameda, CA 94501
United States
Phone: 1-855-420-6847
Email: contact@nug.com

DISCLAIMER

Last updated September 28, 2023

WEBSITE DISCLAIMER

The information provided by NUG Inc, including affiliates and subsidiaries ("NUG", "Company", "we," "us," or "our") on <http://www.nug.com> (the "Site") and our mobile application ("NUG App", "App") is for general informational purposes only. All information on the Site and our mobile application is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any Disclaimer information on the Site or our mobile application. UNDER NO CIRCUMSTANCE SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR OUR MOBILE APPLICATION OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE AND OUR MOBILE APPLICATION. YOUR USE OF THE SITE AND OUR MOBILE APPLICATION AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE AND OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

EXTERNAL LINKS DISCLAIMER

The Site and our mobile application may contain (or you may be sent through the Site or our mobile application) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

PROFESSIONAL DISCLAIMER

The Site cannot and does not contain medical, health, and legal advice. The medical, health, and legal information is provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of medical, health, and legal advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THE SITE OR OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

AFFILIATES DISCLAIMER

The Site and our mobile application may contain links to affiliate websites, and we receive an affiliate commission for any purchases made by you on the affiliate website using such links. Our affiliates include the following: iheartjane.com

TESTIMONIALS DISCLAIMER

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR

INDIVIDUAL RESULTS MAY VARY.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

The testimonials on the Site are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent, or otherwise be used for any disease or medical condition. No testimonials have been clinically proven or evaluated.

REWARDS PROGRAM TERMS OF USE

Last updated September 28, 2023

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE NUG REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THE NUG REWARDS PROGRAM.

These Terms of Use apply to your access to, and participation in, the NUG Rewards Program in the United States ("NUG Rewards"), which is operated by NUG Inc or its respective subsidiaries, licensees and affiliated companies (collectively, "NUG", "Company"). These Terms of Use are part of our Terms and Conditions ("Legal Terms") and should therefore be read alongside our main Legal Terms. If you do not agree with these Legal Terms, please refrain from using our Services, including our NUG Rewards Program. Your continued use of our Services implies acceptance of these Legal Terms.

CHANGES TO TERMS

NUG reserves the right to change or modify these Terms of Use or any policy, FAQ, or guideline pertaining to the NUG Rewards Program, in whole or in part, at any time and in its sole discretion. Any changes or modifications will be effective immediately and may be posted to www.nug.com, so please check back from time to time. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the NUG Rewards Program following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you must stop accessing and participating in our Services, including the NUG Rewards Program.

PERSONAL USE

The NUG Rewards Program is intended for personal use only. Commercial use is prohibited. The NUG Rewards Program is not targeted towards, nor intended for use by, anyone under the age of 18.

Our Privacy Policy is incorporated into these Terms of Use and also governs your participation in the NUG Rewards Program. Please read the Privacy Policy carefully to understand how NUG collects, uses and discloses information about customers, how to update or change your personal information, and how we communicate with you.

ABOUT NUG REWARDS

The NUG Rewards Program is one way in which NUG endeavors to reward and thank loyal customers for patronizing our business and purchasing our products. NUG Rewards Program members are able to earn and

accumulate "Points" that can be redeemed for benefits ("Rewards", or "Rewards Products") at participating NUG stores. Unfortunately, not all NUG stores have the ability to award Points or redeem Points for Rewards at this time. To find the location nearest to you that participates in the NUG Rewards Program, visit www.nug.com/store-locator or download the NUG App from the Apple Store or the Google Play Store.

JOINING THE NUG REWARDS PROGRAM

To enroll in the NUG Rewards Program:

- Download the NUG App ("App") from the Apple Store or the Google Play Store and follow the prompts to create an account; or
- Use the NUG Web App ("Web App") available at app.nug.com and follow the prompts to create an account.

INITIAL POINTS

Upon successfully enrolling in the NUG Rewards Program you may find that you have an initial points balance that is greater than zero. These initial points, if any, were added to your account for the following reasons:

- Bonus Points - from time-to-time NUG offers Bonus Points to users who complete certain tasks. For example, NUG may offer points to a user simply for enrolling in the NUG Rewards Program. We call these "Bonus Points."
- Conversion Points - prior to establishing the NUG Rewards Program and NUG Points, NUG utilized a points system within its point-of-sale system. Existing customers who have made purchases at NUG stores automatically earned points for those purchases. When an existing customer enrolls in the NUG Rewards Program those existing points are automatically converted into NUG Points that can be used with the NUG Rewards Program. We call these "Conversion Points."

EARNING POINTS

The Rewards that are available to you through the NUG Rewards Program are based on the number of Points that you earn. You can earn Points by making purchases at participating NUG stores in the United States. Note that Points may be earned in fractional amounts depending on the value of your purchase. Purchases include purchases of regular and sale-priced products and merchandise. If you return purchased items, we reserve the right to deduct the Points earned by those items from your Points total. In addition to earning Points for purchases, you can also earn Bonus Points for certain interactions with us, as noted above in the section titled "Initial Points."

EXCLUSIONS TO EARNING POINTS

You may not earn Points in connection with certain types of beta or promotional programs, or other forms of service recovery coupons. Taxes, tips, donations, and fees, including without limitation, shipping and handling fees, processing fees, gift wrapping fees, delivery fees, and bag fees, also may be excluded and deemed ineligible for Points accrual. Points may be earned at participating NUG stores or affiliated stores only. Not all NUG stores participate in the NUG Rewards Program. NUG may, at its sole discretion, determine which products are eligible for earning Points.

EFFECT OF RETURNS ON POINTS

For information about how NUG handles returns, please read our Return/Refund Policy within our Legal Terms.

Your Point balance may be impacted by returns as follows:

- If you void a purchase, NUG will deduct the Points that you earned for that purchase, potentially resulting in a negative Point balance on your account.
- If you return products purchased with a credit card, debit card, ACH, mobile wallet or cash (note: an original receipt or gift receipt is required), NUG may deduct the Points earned in connection with your purchase, potentially resulting in a negative Point balance. You may be required to provide the physical credit card, debit card, or mobile wallet in order for NUG to process the refund.

POINTS EXPIRATION

Unless otherwise noted, Points are automatically added to your account within twenty-four (24) hours of your eligible purchase and expire twelve (12) months after the calendar month in which such Points were earned. For example, if you earn Points on December 15, 2020, they will expire at the close of business on December 31, 2021. The oldest accrued Points will be used first for redemptions. You can view and track your Points balance and available Rewards, as well as any additional benefits for which you are eligible as a NUG Rewards Program member by using the App or the Web App.

From time-to-time, NUG may, at its sole discretion, offer incentives to customers to delay expiration of Points. For example, NUG may offer to delay expiration of Points if the user performs a certain task (e.g., writes a product review) or makes an in-store purchase. Such offers will be communicated in NUG stores and/or at www.nug.com.

REDEEMING POINTS FOR REWARDS

DUE TO THE COMPLEX LAWS AND REGULATIONS GOVERNING NUG’S BUSINESS, WE ARE UNABLE TO GIVE FREE REWARDS PRODUCTS TO CUSTOMERS. INSTEAD, UPON REDEMPTION OF POINTS, CUSTOMERS WILL BE CHARGED \$0.01 USD FOR EACH REWARDS PRODUCT.

Points may be redeemed for promotional items (i.e., Rewards) at participating NUG stores in the United States or through our App or Web App. The NUG Rewards Program offers different Rewards based on various Point redemption tiers. Note that the Rewards available and Point redemption tiers may vary by location, and that NUG may adjust the tier levels and the items included in each tier at any time in its sole discretion.

See below for example Point tiers and redemption. Actual tiers will be clearly displayed with the App and Web App.

Example Tiers (for informational purposes only):

<i>Tier</i>	<i>Points Required</i>	<i>Rewards Products</i>
<i>Tier 1</i>	<i>100</i>	<i>Products \$1-\$10 in value</i>
<i>Tier 2</i>	<i>200</i>	<i>Product \$10.01-\$20 in value</i>
<i>Tier 2</i>	<i>300</i>	<i>Products \$20.01-\$30 in value</i>

Example Redemption (for informational purposes only):

A customer has 250 Points. The customer is eligible to redeem Points for rewards as follows:

Scenario 1: Redeem 100 Points and receive one Rewards product from Tier 1. Customer will have 150 Points remaining and will be moved into Tier 1 after redemption. Customer will be charged \$0.01 for the Rewards Product.

Scenario 2: Redeem 200 Points and receive two Rewards products from Tier 1. Customer will have 50 Points remaining and will not be eligible to redeem in any Tier after redemption until additional Points are earned. Customer will be charged \$0.02 for the Rewards Products.

Scenario 3: Redeem 200 Points and receive one Rewards product from Tier 2. Customer will have 50 Points remaining and will not be eligible to redeem in any Tier after redemption until additional Points are earned. Customer will be charged \$0.01 for the Rewards Product.

REDEEMING POINTS FOR CASH VALUE

The NUG Rewards Program may allow customers to redeem Points for “cash value” to be applied towards a purchase. NUG reserves the right to alter the Conversion Rate from Points to dollars. NUG also reserves the

right to limit the minimum and maximum number of Points that may be converted. The fact that the NUG Rewards Program may allow for such conversion in no way attributes an actual cash value to Points.

REDEMPTION AVAILABILITY MAY VARY

Not all NUG stores have the ability to honor Point redemption or provide Point redemption at multiple tiers. Additionally, the items available for redemption in each Point redemption tier may vary by Store. Certain NUG stores may offer only the first Point redemption tier. At such locations, and notwithstanding anything to the contrary in these Terms of Use, you will be eligible to redeem Points for items within that tier only.

ADDITIONAL BENEFITS OF NUG REWARDS

As a NUG Rewards Program member, you may be eligible for the following additional benefits. For example, additional benefits may include:

- Birthday Reward.
- Early or extended access to certain promotions and offers.
- Personalized offers and coupons (“Special Offers”).
- Bonus Points.

Special Offers may be distributed by email, through the App (including via push notifications), or by physical mail. You may be required to opt-in and activate Special Offers via the App or via email. In order to receive and activate personalized Special Offers distributed via email, you must opt-in to receive promotional and marketing offers from NUG and you may be required to provide a valid email, telephone and physical address. Special Offers may be customized based on your purchase behaviors and preferences, and may include periodic discounts on food, beverages and merchandise, or the opportunity to earn Bonus Points. Special Offers may have certain restrictions, including expiration dates and short, time-limited redemption periods. Special Offers are personal to you and cannot be shared, copied or transferred. Read each offer carefully for specific details, expiration dates, and limitations and restrictions.

NUG VIP

NUG Rewards Program participants will have the opportunity to achieve NUG VIP status based on their total Points earned. Regardless of whether Points are redeemed or expired, the total number of Points earned by a NUG Rewards Program participant (“Lifetime Points”) will be tracked and displayed within the App and Web App. Bonus Points and Conversion Points are NOT included in the calculation of Lifetime Points. When a NUG Rewards Program participant’s Lifetime Points meet the minimum required level the participant will be granted NUG VIP status. NUG VIP members are eligible for Special Offers, Bonus Points, and additional exclusive benefits.

OTHER IMPORTANT INFORMATION YOU SHOULD KNOW

There are no participation or membership fees associated with the NUG Rewards Program. Points accrued in connection with the NUG Rewards Program are promotional, have no cash value and cannot be redeemed for cash. In addition, your redemption of Points accrued in connection with the NUG Rewards Program cannot be combined with any other offers or discounts, unless otherwise expressly indicated by NUG.

Your Points, Rewards, and NUG Rewards Program account are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) NUG Rewards account that is personal to you.

Without notice to you, NUG reserves the right to suspend your NUG Rewards Program account and/or terminate your account and/or your participation in the NUG Rewards Program if NUG determines, in its sole discretion, that you have violated these Terms of Use or that the use of your NUG Rewards account is unauthorized, deceptive, fraudulent or otherwise unlawful. NUG may, in its sole discretion, suspend, cancel or combine NUG Rewards Program accounts that appear to be duplicative. In the event that your participation in NUG Rewards is terminated, all accrued Points in your account are void. If applicable, your NUG VIP status will also be terminated.

NUG reserves the right to change, modify, discontinue or cancel the NUG Rewards Program, in part or in whole, at any time and in its sole discretion, without notice to you.

Points may be redeemed at participating NUG stores only. Not all NUG stores, including licensees and affiliates, participate in the NUG Rewards Program.

GOVERNING LAW

Any dispute arising from these Terms of Use or your access to or participation in the NUG Rewards Program will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts located in Alameda County, California.

SEVERABILITY

If any provision or part of a provision of these Terms of Use is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

