

REWARDS PROGRAM TERMS & CONDITIONS

LAST UPDATED: May 29, 2025

OVERVIEW

Please read the full Terms and Conditions (the “Terms”) below very carefully. By becoming a member of the Oui’d Cannabis Rewards program (“Program”), you (“you” or “Member”) agree to these Terms and as well as all terms applicable to your use of the Oui’d Cannabis website. If you do not agree to these Terms, do not join. Joining requires creating an account at OuidNM.com. Accounts are free.

To become a Member, you will be required to provide Oui’d Cannabis the following information: first and last name, email address, and mobile phone number. You must continue to maintain accuracy of this information in your Member Account on record as a condition for your Membership to remain active. You may also provide Oui’d Cannabis the following: communication preferences (via our website).

Subject to these Terms, Members can earn points on the amounts they spend on qualifying purchases when making purchases at Oui’d Cannabis licensed marijuana business locations in the State of New Mexico (“Business Locations”). Additional earning opportunities also may be offered from time to time.

The Program is valid only in the State of New Mexico and is void where prohibited or restricted. Oui’d Cannabis reserves the right to modify or terminate the Program at any time, including changing or terminating the number and type of Rewards offered to Members in its sole discretion at any time.

NOTICE ABOUT DISPUTE RESOLUTION:

THESE TERMS INCLUDE AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. CAREFULLY REVIEW SECTION 8 ENTITLED “DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER” BEFORE YOU AGREE TO THESE TERMS. BY USING THE SERVICE FOR ANY PURPOSE AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND YOU ACCEPT AND AGREE TO BE

BOUND BY THESE TERMS AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY.

MEMBERSHIP

Free Enrollment

No purchase is necessary to enroll or participate in the Program. Commercial use is prohibited.

Eligibility

You must be at least 21 years of age (or 18 years of age if you are a medical marijuana patient, with a valid medical marijuana card), are a resident of the United States, and have full legal capacity to become a Member. If you are under 21 years of age (or under 18 for valid medical marijuana card holders) you may NOT use the Program. Membership is limited to individuals only and is limited to one account per individual. Accounts are personal and cannot be sold, transferred, or assigned to or shared with friends, family, or others.

Becoming a Member

To become a Member of the Program, you must create an account at OuidNM.com. Existing Program Members will automatically be enrolled as Members in the Program but must accept these Terms before they are able to receive benefits of membership. By continuing to use the Program after receipt of notice of these Terms, or changes to the Terms in the future, Members accept the Terms.

Account Responsibility

Oui'd Cannabis is not responsible for use of a Member's account or redemption of a Member's points. It is the Member's responsibility to manage unauthorized use or redemption of points by family or friends or other individuals who might have access to the Member's account. In the event the Member's account is stolen, and the account is used or the points are redeemed, the Member must inform Oui'd Cannabis, and we will investigate the report and determine in our sole discretion what remedy, if any, may be available. Members are responsible for keeping their contact and other information current and accurate. Oui'd Cannabis is not responsible for communications failures or other problems caused by out-of-date or inaccurate information provided by a Member.

Communications Options & Preferences; Member Privacy

Oui'd Cannabis Program-related communications to Members may include email and SMS text messaging. Members will be given the ability to opt in to each method of communication. You may change your communication preferences as follows: (a) You may unsubscribe from promotional emails by clicking the "unsubscribe" link at the bottom of any Oui'd Cannabis; and (b) you may unsubscribe from SMS text notifications by replying with "STOP" or other opt-out language as instructed in any text message you receive from Oui'd Cannabis.

Any exercise of Member privacy rights, including without limitation, opting out from our promotional emails, will not limit your Program benefits. If you choose to retain your Membership, Oui'd Cannabis will continue to use your personal information to provide the Program and related services or as otherwise permitted by applicable law.

Additional Benefits

Additional Member benefits, such as special promotions, offers, or events, may be available from time to time. These benefits may require a completed profile and/or email to be eligible and for you to receive notification of the benefits, all as explained in the terms of each offer. Failure to enroll for such communications, to activate such features, or to have network connectivity, may result in your not receiving information about benefits. Oui'd Cannabis is not responsible for any such failures.

Cancellation

By Member. You may cancel your Oui'd Cannabis Rewards membership at any time by clicking on "Delete Account" under the Profile tab of the Rewards portal at Purelifem.com. Upon cancellation, any unused points and/or Rewards accrued in your account will be forfeited and cannot be redeemed.

(b) By Oui'd Cannabis. Oui'd Cannabis reserves the right to cancel any Member's account at any time (i) if such Member violates these Terms, engages in fraudulent conduct, or otherwise abuses the Rewards program, as determined in Oui'd Cannabis sole discretion, or (ii) if the account is missing Member's first and last name, or is missing e-mail address or phone number contact information, or (iii) if the account has been inactive for a period of 180 days or more. "Inactive" means failing to make an eligible points-earning purchase, either on the website, or in a Oui'd Cannabis Business Location, or failing to claim or redeem a Reward for 180 days or more.

(c) Effect of Termination. If an account becomes terminated by either Oui'd Cannabis or the Member, all previously earned points and/or unused Rewards automatically terminate and

become null and void. Subsequent re-enrollment by the same Member will be at a zero-point balance. Oui'd Cannabis reserves the right to refuse re-enrollment to any terminated Member based on previous fraudulent, abusive, or otherwise inappropriate behavior, as determined by Oui'd Cannabis in its sole discretion.

EARNING POINTS

1.General

Members can earn points on the amounts they spend on qualifying purchases when making purchases at Oui'd Cannabis Business Locations. The Member's first and last name will be required for collecting and redeeming points. Points for any qualifying purchases can only be credited to one account. No splitting of orders or points is permitted.

2.Basic Earning Rate

Members earn one (1) point for every one (1) dollar spent on the purchase of products at Oui'd Cannabis Business Locations. Purchase amounts are not rounded up to the next dollar increment.

3.Exclusions

Calculation of Oui'd Cannabis Rewards points is based solely on the purchase price actually paid for purchases, minus all discounts, and excluding amounts paid for tips, delivery charges, and taxes. Oui'd Cannabis may exclude certain items from counting as qualifying purchases by disclosing at the point of purchase that such items are excluded. All purchases made by a Member prior to joining the Program, are not eligible for Program credit, except for same-day enrollment.

4.Timing of the Addition of Points to Accounts

Generally, points are automatically added to a Member's Program account within 48 hours after completion of the qualifying purchase, though a Member should allow up to two weeks for posting of points. Point balances are visible via the Member's Oui'd Cannabis account at [Oui'd Cannabisnm.com](http://Oui'dCannabisnm.com).

5.Cancellation/Refunds

If you cancel an order for which you earned points, or have such an order refunded, any points associated with that order will be deducted from your Program account. This can cause a Member to have a negative points balance.

6. Bonus Points

From time to time, Oui'd Cannabis may run certain bonus point promotions. Under bonus point promotions, Members can earn additional or "bonus points" for completed actions and purchases. Bonus point promotions are subject to the terms and conditions of the offer, along with these Terms, and may be offered at any time in Oui'd Cannabis's sole discretion. Bonus points may not be available for otherwise qualifying transactions claiming after a purchase at a Business Location.

7. Points Disputes

If you believe that a purchase should have resulted in the addition of points to your account, and such points are not posted to your account within two weeks after the purchase ("Points Dispute"), please notify us immediately at OuidWeed@gmail.com. We will use reasonable efforts to investigate your Points Dispute as long as you notify us of such dispute within 90 days of the purchase. If you do not notify us within 90 days, you will have waived your right to make a Point Dispute with respect to that purchase. In order for us to undertake an investigation of your Points Dispute, we may require you to provide written confirmation of the Points Dispute. If we do not receive the requested written confirmation of the Points Dispute at the address and within the time requested, Oui'd Cannabis may determine in our sole discretion not to investigate your Points Dispute. Upon completion of our investigation and our resolution of your Points Dispute, we will have no further responsibility should you later reassert the same Points Dispute.

8. Points Expiration

All Points expire 180 consecutive days after having no qualifying purchase posted to the Member's loyalty account. A purchase to the Member's loyalty account will restart the 180 day expiration clock. No credit or cash will be given for unused or expired points. Points in Member Accounts whereby Oui'd Cannabis is missing your name or contact information (phone number or email) will be deemed invalid and expire.

CLAIMING/REDEEMING REWARDS

1. General

Points earned by a Member may be used to Rewards at Oui'd Cannabis Business Locations. All Rewards are in the form of designated discounts on purchases. Rewards are subject to change or removal at any time in Oui'd Cannabis's sole discretion.

2. Redeeming a Reward

To redeem a Reward on a purchase, you must let your budtender know prior to checkout at a Business Location. The value of the Reward you redeem is applied as a discount proportionally across all items in the order for which you use the Reward, based on menu prices applicable at the Business Location where you redeem the Reward. You are responsible for sales tax, which may be based on the order total. Limit one Reward redemption per transaction.

Points can be redeemed at Oui'd Cannabis Business Locations as follows:

- **100 points** = \$10.00 off your order
- **300 points** = \$30.00 off your order + Oui'd Hand Pipe
- **500 points** = \$50.00 off your order + 5g Standard Cannagar
- **750 points** = \$75.00 off your order + 5g Special Order Cannagar
- **1000 points** = \$100 of your order + 7g Special Order Cannagar

3. Restrictions/Exclusions

Cash Rewards are applied towards Oui'd Cannabis eligible products, which may change regularly.

Some offers may not be exercised in combination with redeeming Rewards. Rewards for discounts cannot be combined with other discounts, deals, or offers. Employees of Oui'd Cannabis may not participate in the Program.

GENERAL

1. Binding Terms

By joining the Oui'd Cannabis Program you agree to be bound by these Terms, including by not limited to the End User License Agreement.

2. Modifications/Termination of Program or Terms

Oui'd Cannabis reserves the right to cancel, modify, or restrict any aspect of the Program at any time, including without limitation, the earning rate, conversion rate, and expiration policy for all points and Rewards. Oui'd Cannabis may make changes even though such changes may affect the Member's ability to use points or Rewards already accumulated. You are responsible for remaining knowledgeable about Program Terms. Continued participation in the Program after any posted change(s) constitutes your acceptance of the change(s).

3.Account Balances

Oui'd Cannabis reserves the right to determine the amount of points in any Member's account based on Oui'd Cannabis's internal records related to the Member's account. In the event that there is an inconsistency between the points accrued in your account and what you believe you should have based on your purchase receipt(s), please contact us at OuidWeed@gmail.com. Oui'd Cannabis assumes no responsibility for errors caused by incorrect Member information. All decisions by Oui'd Cannabis on reconciliation of account balances are final and binding.

4.Abuse by Member

Oui'd Cannabis may revoke any Member's membership at any time if the Member engages in abuse of the Program or fails to follow these Terms. The sale of points or Rewards is prohibited and may result in the confiscation or cancellation of your points and/or Rewards as well as suspension or termination of your membership or Oui'd Cannabis account, which in each case shall be final and conclusive. Oui'd Cannabis employs various internal and external fraud prevention tools to monitor fraudulent activity associated with Member accounts and may deduct points or cancel Rewards if Oui'd Cannabis determines, in its sole discretion, that points or Rewards were obtained fraudulently or were associated with purchases made by someone other than the account holder. In addition, fraud or abuse relating to the accrual of points or the claiming or redemption of Rewards may result in revocation of your membership in the Program and may affect your eligibility for participation in any other Oui'd Cannabis programs.

5.Promotional Program Only

Points and Rewards are purely promotional offers, do not constitute property of any Member, are non-transferable, have no cash value, and cannot be redeemed for cash or gift cards. No portion of any qualifying purchase constitutes consideration paid for any points, Reward, or other promotional benefit.

DISCLAIMERS AND LIMITATION OF LIABILITY

THE WEBSITE, THE CONTENT PUBLISHED WITHIN THE WEBSITE, OR THE CONTENT PUBLISHED THROUGH PROGRAM MAY INCLUDE INACCURACIES OR ERRORS. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY, OR INTEGRITY OF THE SERVICE, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM US, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL OUI'D CANNABIS (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR OTHERWISE ARISING OUT OF OR RELATING TO THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF OUI'D CANNABIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUI'D CANNABIS (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN EXCESS OF \$100.00. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER

THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. **CALIFORNIA RESIDENTS**—IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” **ACCESSING FROM NEW JERSEY**—IF YOU ARE ACCESSING THE SERVICE FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE; (B) IRREVOCABLY WAIVE ALL LOSSES OF INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE WEBSITE OR YOUR RECEIPT OF EMAILS AND TEXT MESSAGES FROM US; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE OUI'D CANNABIS AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST US FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF OUI'D CANNABIS AND ITS AFFILIATES AND ITS AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

MODIFICATION OF THE WEBSITE

At any time and in our sole discretion, we may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension, or discontinuance.

ENFORCEMENT

The remedies available to us in these Terms are cumulative and in addition to any others available to us. We may seek all remedies available to us at law and in equity for any violation of these Terms. We may suspend, terminate, or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract. We reserve the right, but do not assume any obligation, to investigate any suspected violation of these

Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data, or persons to and otherwise cooperate with: (i) law enforcement authorities; (ii) system administrators at Internet service providers, networks or computing facilities; and (iii) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, phone number, IP address, or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors, or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena, or other legal process or governmental or regulatory request.

DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

1. Governing Law

With the exception of certain matters governed by the Federal Arbitration Act (“FAA”) as described below, these Terms, and any and all claims, disputes, or other legal proceedings by or between you and us (including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service), shall be governed by and construed in accordance with the laws of New Mexico, without regard to any principles of conflicts of law.

2. Arbitration Provision and Class Action Waiver

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY USING THIS WEBSITE, OR IN OR USING THE PROGRAM, OR OTHERWISE AGREEING TO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. You and we agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms, your use of the Website, Service, or Program (including, but not limited to, your receipt of texts or calls through the Program or any other texts or calls you have ever received from or on behalf of us), or your and our dealings with one another shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. YOU AND WE AGREE THAT “CLAIMS” AND “DISPUTES” SUBJECT TO THIS ARBITRATION PROVISION

THEREFORE ARE TO BE GIVEN THE BROADEST POSSIBLE MEANING AND INCLUDE CLAIMS OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INITIAL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS, AND CLAIMS BASED ON ANY CONSTITUTION, STATUTE, REGULATION, ORDINANCE, COMMON LAW RULE (INCLUDING RULES RELATING TO CONTRACTS, TORTS, NEGLIGENCE, FRAUD, OR ANY OTHER INTENTIONAL WRONGS) AND EQUITY. THEY INCLUDE CLAIMS AND DISPUTES THAT SEEK RELIEF OF ANY TYPE, INCLUDING DAMAGES AND/OR INJUNCTIVE, DECLARATORY, OR OTHER EQUITABLE RELIEF. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. The arbitration will be conducted by Judicial Arbitrator Group, Inc. ("JAG") using one arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAG arbitrators in accordance with the Arbitration Rules and Procedures of JAG. If JAG is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that you and we both agree upon in writing or that is appointed pursuant to section 5 of the FAA. For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and we must abide by the following rules: (a) the arbitration shall be conducted solely based on telephone or video/online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in the State of New Mexico, unless you and Oui'd Cannabis otherwise agree in writing. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. There is no judge or jury in arbitration. Generally, arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor we will be able to have a court or jury trial or participate in a class action or class arbitration. You and we each understand and agree that by agreeing to resolve any dispute through individual arbitration, YOU AND WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING. The arbitrator may not consolidate the claims of multiple parties. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR USE OF THE WEBSITE, SERVICE, OR PROGRAM, OR YOUR AND OUR DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR

CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY. You and we agree that all challenges to the validity and applicability of the arbitration provision—i.e. whether a particular claim or dispute is subject to arbitration—shall be determined exclusively by the arbitrator. *Notwithstanding any provision in these terms to the contrary, you and we agree that if the class action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and any proceeding shall be brought and proceed exclusively in the state and federal courts of competent jurisdiction located in the State of New Mexico.* If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding shall be brought and proceed exclusively in the state and federal courts of competent jurisdiction located in the State of New Mexico, and you and we agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you and we still waive any right to a jury trial and waive any right to initiate or proceed in a class or collective action. You also remain bound by any and all limitations on liability and damages included in these Terms. This arbitration agreement and class action waiver shall survive termination of your use of the Website or Program, and/or termination of our dealings with you. This arbitration agreement involves interstate commerce and, therefore, shall be governed by the FAA, 9 U.S.C. §§ 1-16, and not by state law. THE ARBITRATOR WILL FOLLOW APPLICABLE SUBSTANTIVE LAW TO THE EXTENT CONSISTENT WITH THE FAA, APPLICABLE STATUTES OF LIMITATION AND APPLICABLE PRIVILEGE RULES, AND SHALL BE AUTHORIZED TO AWARD ALL REMEDIES AVAILABLE IN AN INDIVIDUAL LAWSUIT UNDER APPLICABLE SUBSTANTIVE LAW, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES, AS WELL AS, DECLARATORY, INJUNCTIVE, AND OTHER EQUITABLE RELIEF—INCLUDING PUBLIC INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS. Information on AAA and how to start arbitration can be found at www.adr.org or by calling 800-778-7879. AN INTENDED BENEFICIARY OF THIS ARBITRATION PROVISION MAY ENFORCE IT IN FULL WITH RESPECT TO ANY CLAIMS BETWEEN THEM ON THE ONE HAND AND YOU ON THE OTHER ARISING FROM OR IN ANY WAY RELATING TO THE SERVICE, OUR DEALINGS WITH YOU, OR THIS ARBITRATION PROVISION. INTENDED BENEFICIARIES ARE OUR AGENTS, PRINCIPALS, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, GOVERNORS, MANAGERS, AND MEMBERS. INTENDED BENEFICIARIES ALSO ARE OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSEES, ATTORNEYS, PREDECESSORS, SUCCESSORS, JOINT VENTURERS, CONTRACTORS, ASSIGNS, DESIGNEES, SERVICERS, AND SERVICE PROVIDERS. A SERVICE PROVIDER IS ANY THIRD-PARTY PROVIDING US OR ANY INTENDED BENEFICIARY ANY GOODS OR SERVICES

ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICE, OUR DEALINGS WITH YOU, OR THIS ARBITRATION PROVISION. INTENDED BENEFICIARIES INCLUDE PAST, PRESENT, AND FUTURE PERSONS LISTED IN THIS PARAGRAPH. THIS ARBITRATION PROVISION MAY BE ENFORCED BY OR AGAINST ANY PERSON OR ENTITY PURPORTING TO BRING CLAIMS ON YOUR BEHALF, INCLUDING ANY AGENT, REPRESENTATIVE, GUARDIAN, OR TRUSTEE. THIS ARBITRATION PROVISION MAY ALSO BE ENFORCED BY OR AGAINST ANY PERSON OR ENTITY WHO ACQUIRES ANY RIGHT OR INTEREST THAT, BUT FOR THE TRANSFER OF THE RIGHT OR INTEREST, WOULD HAVE BELONGED TO US OR AN INTENDED BENEFICIARY OF THIS ARBITRATION PROVISION. IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST USE OUR WEBSITE OR SERVICE, OR FIRST ENROLL IN THE PROGRAM (WHICHEVER IS EARLIER), YOU MUST SEND US AN EMAIL STATING "REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE" AT THE FOLLOWING EMAIL ADDRESS AND MUST INCLUDE YOUR FULL NAME AND MAILING ADDRESS: OUIDWEED@GMAIL.COM

If you do not opt-out within 45 days of the earliest of the dates that you first use the Website or Service, or you first sign up for the Program, then you are not eligible to opt-out of this arbitration agreement. In the event you opt-out of the arbitration agreement, you agree to litigate exclusively in the state or federal courts of competent jurisdiction located in the State of New Mexico and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms.

3. Irreparable Harm

Notwithstanding Section 8.2, you acknowledge that unauthorized use of the Service or other breach of these Terms could result in immediate and irreparable damage to Oui'd Cannabis, and that money damages alone would be inadequate to compensate Oui'd Cannabis. Therefore, in the event of your breach or threatened breach of any provision of these Terms, Oui'd Cannabis may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

GENERAL PROVISIONS

1. Relationship of the Parties

No agency, partnership, joint venture, or employment relationship is created or exists between you and Oui'd Cannabis or our affiliates unless expressly stated in another agreement.

2.Waivers

The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. For any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. However, such waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.

3.Entire Agreement

These Terms (and your prior express written consent if you enrolled in the Program) constitute the full agreement in respect of your use of the Service, and supersede any other communication, understanding or agreement between you and us concerning the Service.

4.Severability

If any provision of these Terms is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that these Terms will otherwise remain in full force and effect.

5.Assignments

You may not assign or transfer the Terms or any licenses and rights discussed herein. Any attempt by you to assign, transfer, delegate, or sublicense the Terms, or any part thereof, without such consent will be null and void. We may assign, transfer, delegate, or sublicense the Terms or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, as well as their successors and permitted assigns.

6.Notices

All notices we are required to give you may be delivered electronically by email or through the Website. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address. Notices we send you will be deemed delivered when emailed or transmitted by us. All notices, approvals, requests or demands you make to Oui'd Cannabis, shall be in writing, and shall be sent by express courier as follows: Shawn Gracey, Loyalty Program Administrator, Oui'd Cannabis, 2011 Mountain Road NW, Albuquerque, NM 87104

7.All Rights Reserved

All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any relevant jurisdiction, including criminal prosecution where available.

BY USING THE SERVICE FOR ANY PURPOSE AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY. PLEASE ASK US ANY QUESTIONS YOU MAY HAVE BY WRITING AN EMAIL TO: OuidWeed@gmail.com

LOCATION; CHANGES; DURATION

1. Location

The Service is provided to and accessed by users solely at our Ouid Cannabis Business Locations in the State of New Mexico, United States of America. You agree that, by accessing and using the Service, or any part thereof, you are choosing of your own volition to accept to be bound by these Terms and that you are availing yourself of the Service at the Business Locations. Ouid Cannabis makes no representations or warranties that the Service is appropriate or available for users accessing the Service at the Business Locations from any location outside the United States. BEFORE YOU ATTEMPT TO ACCESS THE SERVICE FROM ANY LOCATION OUTSIDE THE UNITED STATES, BE AWARE THAT THE SERVICE MAY CONTAIN CONTENT OR LINKS THAT ARE NOT AVAILABLE, OR THAT ARE PROHIBITED, IN THE LOCATION OUTSIDE THE UNITED STATES; AND THAT YOU THEREFORE ACCESS THE SERVICE SOLELY AT YOUR OWN RISK.

2. Changes

We reserve the right to modify, amend, or otherwise change these Terms, in whole or in part, at any time and at our sole discretion. Such changes to the Terms will take effect as of the "Last updated" date stated at the beginning of these Terms. Each time you access the Service, you agree to be bound by the most current version of the Terms. However, it is ultimately your responsibility to review the Terms for any changes before using the Service. You may not change any elements of the Terms without our prior written consent. By continuing to use the Service, you thereby consent to any and all updates to the Terms.