

In-Market Data Utilization Terms and Conditions

Introduction

These terms and conditions ("Terms") govern the collection, usage, and management of in-market data obtained through the secret shopping program ("Program") operated by Loving The Plant, LLC ("Loving The Plant," "we," "us," or "our"). By participating in the Program or using our services, users ("you" or "your") agree to these Terms.

Definitions

In these Terms, the following terms shall have the meanings set forth below:

1. "In-Market Data" refers to any information, observations, feedback, or other data collected through the Loving The Plant, LLC Secret Shopping Program.
2. "Program" refers to the Loving The Plant, LLC Secret Shopping Program designed to collect In-Market Data.
3. "Loving The Plant" or "Company" refers to Loving The Plant, LLC, a Wyoming limited liability company.
4. "User" refers to any individual or entity participating in the Program, providing In-Market Data, or accessing or using any information or services provided by Loving The Plant.
5. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Wyoming.

Data Collection

Loving The Plant will collect in-market data during the operation of the Program. This data may include, but is not limited to, information about product availability, pricing, customer service quality, store environment, and other aspects of the cannabis retail experience. In addition to the specific data requested by our clients, Loving The Plant may collect additional data at its discretion.

Data Ownership

Loving The Plant retains all rights to the in-market data collected through the Program. This data may be used for various purposes, including:

1. Providing contracted services to our clients, including reporting on specific data points as agreed upon.
2. Conducting internal research and analysis to improve our services and develop new offerings.
3. Creating aggregated, anonymized reports and insights for marketing, promotional, or other purposes.
4. Loving The Plant may share in-market data with third parties, such as partners, service providers, or affiliates, for the purposes outlined above or as required by law.

Client Confidentiality

Loving The Plant is committed to protecting the confidentiality of client information. Any confidential information received from clients in connection with the Program shall be used solely for the purposes of providing services to the clients and shall not be disclosed to third parties without the prior written consent of the client, except as required by law or regulation.

Security Measures

Loving The Plant implements appropriate technical and organizational measures to protect the security and confidentiality of the in-market data collected through the Program.

Data Retention

Loving The Plant will retain the in-market data for as long as necessary to fulfill the purposes outlined in these Terms or as required by law. Data may be deleted or anonymized at our discretion following the end of its useful life or to comply with legal requirements.

Limitation of Liability

To the fullest extent permitted by law, Loving The Plant shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or business opportunities arising from or in connection with the collection, usage, and management of In-Market Data or any potential risks, errors, or inaccuracies in the data.

Warranty Disclaimer

The services provided by Loving The Plant, including the collection and provision of In-Market Data, are provided "as is" and without warranties of any kind, whether express or implied. Loving The Plant disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Indemnification

Users agree to indemnify, defend, and hold harmless Loving The Plant, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with their breach of these Terms and Conditions or any applicable laws or regulations.

Changes to Terms and Conditions

Loving The Plant reserves the right to modify these Terms at any time. Users will be notified of any changes through appropriate means, such as email notifications or updates on our website.

Amendments

Loving The Plant reserves the right to amend or update these Terms and Conditions at any time, and users are responsible for regularly reviewing the Terms and Conditions to stay informed of any changes. Continued participation in the Program or use of Loving The Plant's services after any such changes constitutes acceptance of the revised Terms and Conditions.

Contact Information

If you have any questions, concerns, or requests related to our in-market data practices, please contact us at:

Loving The Plant, LLC
legal@lovingtheplant.com