

## **LOYALTY TERMS & CONDITIONS**

Effective Date: November 4, 2022

Last Materially Updated: November 4, 2022

### **Welcome to the Skymint Loyalty Program**

The Skymint Loyalty Program (“Program”) is owned and operated by Green Peak Industries Inc. and its affiliates (collectively “Skymint”), in conjunction with Alpine IQ. These Terms and Conditions (“Terms”) govern your participation in the Program. You agree to be bound by these Terms, as they are amended from time to time, when you open your Skymint Loyalty account and use your Skymint Loyalty points. In these Terms “you” and “your” refers to each customer who opens a Skymint Loyalty account. “We,” “us,” and “our” refers to Skymint.

1. **Program Description.** The Program is a rewards program that is free to join for its registered customers located in Michigan. Program members are able to earn and accumulate points (“Points”) that can be redeemed for certain additional benefits as described in the Program.

2. **Membership.** Membership in the Program is limited to individuals only and is limited to one account per individual. Members must be legally eligible to purchase marijuana products under Michigan law. By enrolling in the Program, you agree to be bound by these Terms. No purchase is necessary to enroll in the Program. There are no participation or membership fees associated with the Program.

3. **How to Join.** It’s easy! Sign up here <https://lab.alpineiq.com/joinMembers/1251> or asking any of our store team members to sign you up during any in-store visit. Providing us a valid phone number and a valid email address is key to accurately earning points every time you shop with us.

4. **Earn Points.** Start earning Points with every purchase that is eligible for Points and verified by Skymint (“Qualified Purchases”) after signing up for the Program. Every one dollar (\$1) spent on Qualified Purchases becomes one rewards Point (points are not earned on tax). The more you earn the more you save! Points will not be earned and cannot be redeemed for taxes or costs associated with shipping and delivery fees, service fees, handling fees, warranty replacement parts, donations, catalogs, or bottle deposit fees.

5. **Check your Points Balance.** You can check your Points balance and available rewards anytime and anywhere. Just click here <https://skymint.com/skymint-rewards/> to log in to your wallet. Of course, we are always happy to help look up your Points while you are visiting any of our locations.

6. **Redeeming Points.** You may redeem Points at any time to receive one of the predetermined set of rewards offered by Skymint (“Reward”). Points may be redeemed through the e-wallet in your Skymint account and/or by any other means Skymint may offer from time to time. Skymint reserves the right to restrict the number of points redeemed within any given period of time.

7. **Expiration of Points.** Points expire six months after your last purchase so be sure to come in regularly to avoid losing your Points.

8. **No Cash Value of Points.** Rewards do not constitute property, do not entitle you to a vested right or interest. Points accrued in connection with the Program are promotional, have no cash value, cannot be transferred to anyone else, and cannot be redeemed for cash, gift cards, or e-gift certificates.

9. **Taxes.** All costs and expenses associated with the acceptance and use of Rewards and/or any benefit not included in the Reward description as being provided (including, but not limited to, all federal, state, provincial, and local taxes) will be your sole responsibility.

10. **Return of Products.** If you return any product that was purchased in whole or in part by redeeming Points and Skymint accepts the return, Skymint will credit to your account the number of Points that were used for that purchase. If you return any product for which Points were earned as part of a Qualified Purchase, Skymint will deduct the Points that you earned for that Qualified Purchase from your account, potentially resulting in a zero Point balance on your Skymint account; however, it will not result in a negative Point balance.

11. **Communications by and with Skymint and its Affiliates.** As a consequence of enrolling in the Program, you may receive transactional emails and SMS text communications about the Program, including but not limited to communications regarding Qualified Purchases and Points and Rewards. You consent to receiving these communications.

12. **Opting Out of the Program.** You can choose to opt out of the Program at any time. Opting out of the Program does not cancel your Skymint account. If you opt out of the Program and continue purchasing products, you will not earn Points on those purchases; however, Points you earned while you were enrolled in the Program will remain available in your account until the Points expire. You will not have the ability to redeem your Points while opted out of the Program. You may opt back into the Program at any time, and resume earning Points on Qualified Purchases and redeem any unexpired Points in your account. To opt out of email messaging follow the unsubscribe link at the bottom of any email. To opt out of text messaging, follow the opt out prompt included in any text message. To completely opt out of the Program, contact your local store.

13. **Data Privacy and Terms of Use.** By enrolling in the Program, you agree to be bound by Skymint's Privacy Policy at <https://skymintcannabis.com/wp-content/uploads/2022/09/Website-Privacy-Policy-2022.pdf> and Skymint's Website Terms and Conditions at <https://skymintcannabis.com/wp-content/uploads/2022/09/Website-Terms-Conditions-2022.pdf>. Please read Skymint's Privacy Policy and Website Terms and Conditions carefully to understand how Skymint collects, uses and discloses information about customers, how to update or change your personal information, and how we communicate with you. Skymint may rely on or cooperate with certain third parties to implement some or all of the Program. You may be presented with the privacy policies and terms of use of those third parties, and your registration with and use of the Program indicates your agreement to such policies and terms.

14. **Changes to These Terms.** Skymint reserves the right to revise and update these Terms at any time and for any reason, with or without notice or obligation. The amendments or modifications to the Program that Skymint may make include, but are not limited to, any of the following changes: (i) change the Products that are eligible to earn Points; (ii) increase or decrease the number of Points earned on a Qualified Purchase; (iii) increase or decrease the number of Points required to earn a Reward; (iv) increase or decrease the time period for the expiration of Points; (v) cease providing membership benefits; (vi) change the eligibility or method of becoming a member; or (vii) changes to Program rules or rewards. Electing to remain a member after a change in the Terms constitutes your acceptance of the revised Terms.

15. **Termination/Removal from the Program.** Skymint reserves the right to terminate your participation in the Program based on inactivity, or if Skymint determines, in its sole discretion, that you have violated these Terms or that the use of your Program account is unauthorized, deceptive, fraudulent or otherwise unlawful. In the event that your participation in the Program is terminated, all accrued Points in your account will automatically expire.

16. **Regulations in the Cannabis Industry.** Marihuana remains a Schedule I Drug. The cultivation, processing, sale, and possession of marihuana and products containing marihuana, the manufacture, sale, and possession of marihuana paraphernalia, and advertising the sale of marihuana, marihuana products and cannabis paraphernalia are illegal under the federal laws of the United States and certain state laws. You are responsible for complying with the applicable laws regarding marihuana in your jurisdiction. All Skymint marihuana products are intended for personal use only in the jurisdiction in which they are sold. Products sold by Skymint are not intended for resale or interstate transport.

17. **Warranties by Users.** You represent and warrant to Skymint that you have the power and authority to accept and agree to these Terms, and you own or control all the rights necessary to grant the rights and licenses granted herein.

18. **Limitation of Liability.** You acknowledge and agree that, to the maximum extent not prohibited by law:

- Your use of the Program are at your own risk;
- You are solely responsible for, and assume all risks related to, the proper and safe handling, storage, use and consumption of all products sold or distributed through the Program. You are also solely responsible for knowing about any allergies you may have and verifying products and their contents before handling, preparing, using or consuming such products. You are responsible for reading and understanding all warning labels that accompany any products;
- Under no circumstance (including negligence), shall Skymint or any of the parties involved in creating or producing the Program be liable for any incidental, special, consequential, indirect, or punitive damages, or any other losses, costs, or expenses of any kind (including legal fees, expert fees, or other disbursements), which may arise, directly or indirectly, from

the services or through the access to, inability to access, use of, or browsing of the sites or through your downloading of any Skymint content or other materials, data, text, images, video or audio from the sites, including but not limited to anything caused by any viruses, bugs, human action or inaction or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections even if Skymint has been advised of such incidents; and

- Skymint is not responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Skymint's reasonable control, including but not limited to force majeure events, communications line failure, theft, destruction, or unauthorized access to the services or sites' records, programs, or services.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to you. If the foregoing limitation of liability is determined by a court of competent jurisdiction to be unenforceable, Skymint's aggregate liability arising out of, or in connection with these Terms shall be limited to One Hundred Dollars (\$100). To the fullest extent permitted by applicable law, you, on behalf of your heirs, executors, administrators, legal and personal representatives, hereby release, waive, acquit, and forever discharge Skymint from and against all claims you have or may have arising out of or in any way related to these terms or the services provided hereunder. If you are a California resident, you hereby waive your rights under California Civil Code 1542, which states: "a general release does not extend to claims that 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." You acknowledge and agree that the warranty disclaimers and limitations of liability set forth above are essential elements of the basis of the bargain between Skymint and you, and will survive and apply even if your remedies are found or alleged to have failed of their essential purpose.

19. **Governing Law and Dispute Resolution.** Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and Skymint have against each other are resolved. You acknowledge that you are waiving the right to go to court and have a claim heard by a judge or jury. The Terms shall be governed by and interpreted in accordance with the laws of the State of Michigan.

All disputes, claims, controversies, and matters arising out of or relating to these terms, the breach thereof, or any transactions hereunder, including any questions of arbitrability claims, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules") by a sole arbitrator. The parties hereto shall endeavor to agree upon the arbitrator, and if they fail to do so within twenty-one (21) days of the

commencement of the Arbitration, the appointment shall be made by the AAA in accordance with the AAA Rules. The place, or legal seat of the arbitration, shall be in the State of Michigan, and the language of the arbitration shall be English. Each party shall be exclusively responsible for paying its own arbitration filing fees, which the arbitrator may later allocate as set forth below.

Each party agrees that all claims must be brought on an individual basis on that party's own behalf and not in any representative capacity or on behalf of any sort of class or purported class, and no arbitration commenced hereunder may be joined with or include any claims by any other persons. For the avoidance of doubt, each party hereby waives the right to participate as a plaintiff or class member in any class or representative proceeding, to the maximum extent permitted by applicable law. Further, unless both you and Skymint otherwise agree in writing, the arbitrator may not consolidate or join more than one person's claims and may not otherwise preside over any form of consolidated, representative, or class proceeding.

The arbitrator shall issue a reasoned award and, subject to the limitation of liability set forth above, shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as amiable compositeurs, to proceed ex aequo et bono, or to exercise rights of jura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any, as determined by the arbitrator, its reasonable costs, including reasonable attorney's fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third-party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third-party (other than a witness or expert), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed to the extent permitted by law.

Both you and we agree that if Skymint makes any amendment to this Section in the future, that amendment will not apply to any claim that was filed in a legal proceeding against Skymint prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this Section that have arisen or may arise between you and Skymint. If you do not agree to the amended terms, you must cease using the Program. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Skymint in accordance with the provisions of this Section as of the date you first accepted the terms (or accepted any subsequent changes to the terms).