

BUD-E TERMS OF SERVICE

Upling, LLC

These Bud-E Terms of Service ("Bud-E Terms") govern your use of the Bud-E feature offered by Upling, LLC ("Upling," "we," "us," or "our") through the Upling application (the "App"). These Bud-E Terms are incorporated into and form part of Upling's general Terms of Service. In the event of any conflict between these Bud-E Terms and the general Terms of Service, these Bud-E Terms govern with respect to Bud-E.

By accessing or using Bud-E, you agree to be bound by these Bud-E Terms. If you do not agree, do not use Bud-E.

Section 1. What Bud-E Is and Is Not

1.1 Description of the Tool

Bud-E is an AI-powered cannabis genetics and strain information technology tool. Bud-E uses artificial intelligence to analyze information you provide, including optional DNA swab results processed through our laboratory partner, and generate informational suggestions regarding cannabis strains that may be relevant to your stated preferences or reported symptoms. Bud-E is a recommendation and information tool only. It is not a cannabis retailer, dispensary, or delivery service. Bud-E does not sell, provide, dispense, or facilitate the purchase or delivery of cannabis or any cannabis product.

Bud-E is designed to reduce trial-and-error in cannabis product selection. It is a technology tool only. If you choose to purchase cannabis products based on Bud-E suggestions, any such purchase is made through the Upling App or a licensed dispensary, which are separate from Bud-E. Bud-E has no role in and bears no responsibility for any cannabis transaction.

1.2 Bud-E Is Not Medical Care

BUD-E DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. Specifically:

- Bud-E's outputs are informational suggestions, not clinical recommendations.
- Bud-E is not operated by, supervised by, or reviewed by any licensed physician, nurse, pharmacist, or other healthcare professional.
- Using Bud-E does not create a patient-provider relationship between you and Upling or any affiliated party.
- Bud-E's suggestions are not a substitute for consultation with a licensed healthcare provider regarding any medical condition, symptom, or treatment.
- Bud-E does not account for potential interactions between cannabis products and prescription or over-the-counter medications. You should consult a licensed pharmacist or physician before using cannabis if you take any medications.

If you are experiencing a medical emergency, call 911 or your local emergency services immediately. Do not rely on Bud-E in a medical emergency.

1.3 Scientific Basis of Recommendations

Bud-E's suggestions are generated by an artificial intelligence model trained on a proprietary database of over 5,000 cannabis strains, incorporating terpene profiles, cannabinoid compositions, and reported effects. Strain suggestions are cross-referenced against published endocannabinoid research and, where a user has submitted a DNA swab, against genetic markers associated with the endocannabinoid system.

AI-generated outputs reflect patterns in data and are probabilistic. They are not guarantees of any particular result, effect, or experience. The same inputs may produce different outputs over time as the AI model is updated. Upling makes no warranty that any cannabis product suggested by Bud-E will produce any specific therapeutic or wellness outcome.

1.4 Cannabis Is Not FDA-Approved

No cannabis product available through Upling has been approved by the U.S. Food and Drug Administration (FDA) for the diagnosis, treatment, cure, or prevention of any disease or condition. Bud-E's suggestions do not imply any such approval.

Section 2. Eligibility and Access

2.1 Age Requirement

You must be at least 21 years of age to access and use the Upling App, including Bud-E. Age is verified at account registration through government-issued identification. No user under the age of 21 may access any feature of the App, including Bud-E's informational functions. By completing registration, you represent and warrant that you are 21 years of age or older. Upling reserves the right to terminate access for any user who does not meet this requirement.

2.2 Federal Law Notice

Ordering and delivery services through the Upling App are available only in jurisdictions where Upling holds the required licenses. Bud-E's information and genetic analysis features are available without geographic restriction, subject to the age requirement in Section 2.1. Federal cannabis law is actively evolving. Effective April 28, 2026, the U.S. Department of Justice issued a final order reclassifying state-licensed medical cannabis from Schedule I to Schedule III of the Controlled Substances Act. Recreational and adult-use cannabis remains Schedule I. A DEA administrative hearing beginning June 29, 2026, is considering broader rescheduling. Notwithstanding these developments, cannabis remains a controlled substance under federal law and is subject to ongoing regulatory change. Bud-E is an information technology tool; it does not sell or distribute cannabis. Upling does not represent that use of the Upling App or any cannabis product available through a licensed dispensary is lawful under all applicable federal law. You access and use Bud-E and the Upling App at your own legal risk with respect to applicable federal law, and you should monitor developments in federal cannabis law as they may affect your rights and obligations.

Section 3. Information You Provide to Bud-E

3.1 User-Provided Information

To generate suggestions, Bud-E may collect and process the following categories of information that you choose to provide:

- Reported symptoms, preferences, or conditions you enter into the Bud-E conversational interface

- Your Bud-E chat query history, which is saved to allow you to reference prior searches and to help Upling understand how users engage with the tool
- Purchase history and product feedback within the Upling App
- Genetic information derived from a DNA swab sample you submit voluntarily (see Section 4)

You are not required to provide all categories of information to use Bud-E. Providing more information may result in more tailored suggestions.

3.2 Use of Data to Improve Bud-E

Upling uses aggregated user data, including chat queries, product feedback, and strain preference patterns, to train and improve Bud-E's AI model over time. This data is used in aggregated or de-identified form and is not used to identify individual users in Upling's model development process. Upling owns all data collected through the App and the Bud-E feature, including all derived insights and AI model improvements.

3.3 Accuracy of Information

You represent that all information you provide to Bud-E is accurate to the best of your knowledge. Bud-E's suggestions are only as reliable as the information you provide. Upling is not responsible for suggestions generated based on inaccurate, incomplete, or misleading information you submit.

Section 4. Genetic Information and DNA Testing

4.1 Voluntary Nature of Genetic Testing

Submission of a DNA swab sample is entirely voluntary. You may use Bud-E's general symptom and preference-based features without submitting any genetic information. Declining genetic testing will not affect your access to other Upling services.

4.2 How the Test Works

If you choose to participate in DNA-based analysis:

1. Upling will provide a DNA swab collection kit. Collection kits are FDA-registered devices that comply with applicable federal device requirements. Kits are available at no charge with qualifying purchases, included with qualifying subscription plans, or available for separate purchase.
2. You will collect a saliva swab sample using the kit and return it to Upling pursuant to the instructions included in the kit.
3. Upling will send your sample to its laboratory partner, IndyGeneus Bio, for processing and analysis of genetic markers associated with the endocannabinoid system. IndyGeneus Bio processes samples using a CLIA-certified laboratory.
4. IndyGeneus Bio will transmit results to Upling's secure systems. Those results will be incorporated into Bud-E's AI model to generate personalized strain and product suggestions for you based on Upling's proprietary research.
5. Your sample will be handled in accordance with applicable federal and state laboratory standards.

4.3 Separate Genetic Consent Required

Collection of your DNA sample requires your separate written informed consent. A standalone Genetic Information Consent Form will be presented to you before any test kit is issued. You must review and sign that form independently of these Terms. These Bud-E Terms do not constitute consent to genetic testing. Upling applies the most protective genetic information consent standards available under applicable federal and state law to all users, regardless of the state in which they are located.

4.4 Use of Genetic Information

Your genetic information will be used solely to generate personalized cannabis product suggestions through Bud-E. Specifically:

- Your genetic data will not be sold to any third party. Upling may derive and share anonymized, aggregated insights from genetic data across its user base for the purpose of improving cannabis strain recommendations and advancing understanding of cannabis and the endocannabinoid system. These insights cannot identify you individually.
- Your genetic data will not be shared with employers, insurers, government agencies, or cannabis brands.
- Your genetic data will not be used for any research, marketing, or commercial purpose beyond generating your individual Bud-E suggestions, unless you provide separate explicit written consent for that purpose.
- Your genetic data will not be combined with data from other users in a manner that could re-identify you.

4.5 Laboratory Partner

Genetic sample processing is performed by IndyGeneus Bio, a genomics laboratory located in the Baltimore/Washington, D.C. region. IndyGeneus Bio processes samples using a CLIA-certified laboratory operating under applicable federal and state laboratory requirements. Upling has entered into a data processing agreement with IndyGeneus Bio that limits IndyGeneus Bio's use of your genetic information to sample analysis and result transmission. IndyGeneus Bio does not retain your identifiable genetic information after results are transmitted to Upling.

4.6 Deletion of Genetic Data

You may request deletion of your genetic information at any time by contacting Upling at support@uplingapp.com. Unless otherwise prohibited by law, Upling will delete your genetic data from its systems within thirty (30) days of receiving a verified deletion request and will direct IndyGeneus Bio to delete any retained sample data within the same period. Deletion of genetic data will affect the personalization of future Bud-E suggestions but will not affect your access to other Upling services.

Section 5. Data Sharing

5.1 Aggregated Market Data Shared with Dispensary Partners and Growers

Upling shares aggregated, anonymized product preference and usage data with dispensary partners and cannabis growers for the purpose of improving product sourcing and availability. For example, Upling may share aggregate data indicating that users in a particular area are frequently searching for strains associated with sleep or pain management, allowing dispensaries and growers to stock and cultivate accordingly. This data does not identify you individually and cannot be used to trace any information back to a specific user.

5.2 Individual Order Information Shared for Fulfillment

Note: Order fulfillment is a function of the Upling App, not of Bud-E. Bud-E does not process, facilitate, or participate in cannabis transactions. The following applies to Upling App orders generally. When you place an order through the Upling App, Upling shares the following information with the fulfilling dispensary for the purposes of order processing, delivery, and regulatory allotment compliance:

- Your name and delivery address
- Age and identity verification status confirming you are 21 years of age or older
- Your order details

Dispensaries receiving this information are permitted to use it solely for order fulfillment and compliance purposes. They do not receive your health information, Bud-E chat history, reported symptoms, or genetic data.

5.3 What Is Never Shared

Upling does not share the following with any dispensary, grower, or third-party partner:

- Your genetic information or DNA test results
- Your Bud-E chat history or reported symptoms or conditions
- Any health information you enter into the Bud-E interface
- Your individual purchase history in a form that identifies you, except as required for order fulfillment under Section 5.2

Section 6. Data Storage, Security, and Retention

6.1 Storage Infrastructure

Your data, including Bud-E inputs and outputs, is stored on Upling's servers and on servers operated by Amazon Web Services (AWS), Upling's cloud infrastructure provider. AWS operates under HIPAA-compliant and HITRUST-certified security standards. By using Bud-E, you acknowledge that your data will be processed and stored within AWS infrastructure. Upling retains ownership of all data stored within its AWS environment.

6.2 AI Processing and Data Ownership

Bud-E's AI model is built and operated by Upling on Amazon Web Services Bedrock, a managed AI infrastructure platform. Data you provide to Bud-E is processed through this platform in order to generate

suggestions. Amazon Web Services does not use data submitted through Upling's platform to train, improve, or develop Amazon's own AI models. Upling owns all data, model outputs, and AI improvements generated through its use of the Bedrock platform.

6.3 Data Retention

Upling retains your Bud-E data in accordance with its Data Retention Policy, which is incorporated into these Terms by reference. The following retention periods apply:

- Genetic data, chat query history, and symptom and preference data: retained for the duration of your active Upling account and deleted within thirty (30) days of account deletion or a verified deletion request, whichever is sooner.
- Age and identity verification records: retained for three (3) years from the date of verification for regulatory compliance purposes.
- Order and delivery records: retained for five (5) years from the date of transaction.
- Payment and transaction records: retained for seven (7) years from the date of transaction, as required for bookkeeping and tax compliance. Actual payment card data is handled solely by Upling's cannabis banking partner and is not stored on Upling's systems.
- De-identified and aggregated AI model training data: retained as part of Upling's proprietary AI model. No individual user can be identified from this data.

You may request early deletion of your personal data at any time pursuant to Section 4.6. A copy of Upling's full Data Retention Policy is available at uplingllc.com.

Section 7. Assumption of Risk and Limitation of Liability

7.1 Inherent Risks of Cannabis Use

Cannabis is used by many people as a beneficial and well-tolerated alternative to conventional medications and other substances. As with any wellness product, cannabis use **may carry** certain risks that vary by individual, including possible effects on cognitive function or motor skills, and potential interactions with certain medical conditions or medications. By using Bud-E, you acknowledge that individual responses to cannabis vary and agree that any decision to use a cannabis product informed by Bud-E suggestions is made at your own discretion and risk.

7.2 No Warranty

UPLING PROVIDES BUD-E ON AN "AS IS" AND "AS AVAILABLE" BASIS. UPLING MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF AI-GENERATED OUTPUTS. UPLING DOES NOT WARRANT THAT BUD-E WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT ANY SUGGESTION WILL PRODUCE A SPECIFIC THERAPEUTIC OR WELLNESS OUTCOME.

7.3 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UPLING'S TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO BUD-E, INCLUDING CLAIMS RELATED TO RELIANCE ON ANY AI-GENERATED SUGGESTION, SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO UPLING IN THE TWELVE MONTHS PRECEDING THE CLAIM OR (B) FIFTY DOLLARS (\$50).

UPLING SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF BUD-E, INCLUDING ANY ADVERSE HEALTH OUTCOMES RESULTING FROM CANNABIS USE FOLLOWING A BUD-E SUGGESTION.

Section 8. Modifications and Availability

8.1 Changes to Bud-E

Upling reserves the right to modify, suspend, or discontinue Bud-E or any feature of Bud-E at any time, with or without notice. Upling will endeavor to provide advance notice of material changes.

8.2 Changes to These Terms

Upling may update these Bud-E Terms at any time. If material changes are made, Upling will notify you through the App or by email at least thirty (30) days before the changes take effect. Your continued use of Bud-E after the effective date of any update constitutes acceptance of the updated Terms. If you do not agree with any update, you should stop using Bud-E before the effective date and may request deletion of your data pursuant to Section 4.6.

8.3 Adult-Use Expansion

Bud-E is currently available to both medical cannabis patients and adult recreational consumers in Upling's authorized service areas. Any material expansion of Bud-E's availability to new user populations or new jurisdictions will be accompanied by an update to these Terms with thirty (30) days advance notice.

Section 9. Governing Law and Dispute Resolution

9.1 Governing Law

These Bud-E Terms are governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. To the extent that Maryland law mandatorily applies to users located in Maryland, including but not limited to the Maryland Genetic Information Privacy Act (Md. Code, Health-Gen. Section 20-1401 et seq.) and the Maryland Consumer Protection Act (Md. Code, Com. Law Section 13-101 et seq.), such mandatory provisions govern to the extent they conflict with D.C. law.

9.2 Informal Resolution

Before initiating any formal dispute resolution proceeding, you agree to contact Upling at support@uplingapp.com and provide a written description of the dispute, the relief sought, and your contact information. Upling will attempt to resolve the dispute informally within thirty (30) days of receiving your notice. If the dispute is not resolved within that period, either party may proceed to arbitration as described below.

9.3 Binding Arbitration

Except as provided in Section 9.5, any dispute, claim, or controversy arising out of or relating to these Bud-E Terms or your use of Bud-E, including any question of the existence, validity, or termination of these Terms, shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as in effect at the time of the dispute.

- The arbitration shall be conducted in Washington, D.C., or, at your election, by telephone or videoconference.
- The arbitrator shall have the authority to award any relief that would be available in court, subject to the limitations in Section 7.3.
- The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- The costs of arbitration, including AAA filing fees, shall be allocated in accordance with AAA Consumer Arbitration Rules. Upling will pay arbitration costs for claims under \$10,000 where the arbitrator determines the claim is not frivolous.

9.4 Class Action Waiver

YOU AND UPLING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.

9.5 Exceptions to Arbitration

Notwithstanding Section 9.3, either party may seek relief in a court of competent jurisdiction for:

- Claims that qualify for small claims court in the District of Columbia or the State of Maryland
- Injunctive or other equitable relief to protect intellectual property rights or prevent imminent harm
- Claims arising under Maryland's Genetic Information Privacy Act or other mandatory state genetic privacy statutes that require or permit court proceedings

Nothing in this Section limits your rights to file a complaint with applicable regulatory agencies, including the D.C. Department of Health or the Maryland Cannabis Administration.

Section 10. Contact

For questions about these Bud-E Terms, your data, or to exercise any rights described in these Terms, contact Upling at: support@uplingapp.com.