

POSaBIT BRAND PORTAL / PRODUCT CATALOG-ONLY TERMS OF SERVICE

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Version: v1.0

These POSaBIT Brand Portal/Product Catalog-Only Terms of Service (these “Terms”) govern a Supplier’s Product Catalog-Only Access to POSaBIT’s Brand Portal when incorporated by an order form, agreement, or other signed document between POSaBIT and the applicable supplier (each, an “Order Form”). The Order Form and these Terms together form the “Agreement.”

If an Order Form conflicts with these Terms, the Order Form controls for the applicable Supplier’s Product Catalog-Only Access. Capitalized terms not defined in an Order Form have the meanings below.

1. Definitions

“Access Tier” means the level of Brand Portal functionality enabled for Supplier, which may include Product Catalog-Only Access, paid Brand Portal subscription access, or other access tiers made available by POSaBIT from time to time.

“Applicable Law” means all federal, state, and local laws, regulations, rules, and governmental orders applicable to a party or its activities under the Agreement; provided that, solely for purposes of determining POSaBIT’s obligations, Applicable Law excludes federal law related to cannabis.

“Brand Portal” means POSaBIT’s proprietary platform through which POSaBIT makes Product Catalog-Only Access or other Brand Portal functionality available to suppliers.

“B2B Payment Functionality” means optional payment-related functionality made available through the Brand Portal that enables invoicing or payment workflows between suppliers and merchants. Product Catalog-Only Access does not include B2B Payment Functionality.

“Merchant” means a merchant customer of POSaBIT.

“Merchant Data” means data relating to a Merchant made available through POSaBIT systems or the Brand Portal, including sales, inventory, pricing, analytics, reporting, transaction, store, location, or other merchant-related information.

“Product Catalog-Only Access” means access limited to Supplier’s own product listings, descriptions, images, and related catalog management functionality made available by POSaBIT. Product Catalog-Only Access does not include paid Brand Portal subscription functionality, Merchant Data access except for limited catalog-status information described in Section 2.3, analytics, reporting, VMI, invoicing, payment functionality, B2B Payment Functionality, API access, or any other functionality unless separately agreed in writing by POSaBIT.

“Supplier Content” means any content, information, data, or materials uploaded, submitted, provided, imported, displayed, transmitted, or otherwise made available by or on behalf of Supplier through or in connection with the Brand Portal, including product descriptions, product names, brand names, logos, trademarks, images, photographs, SKU or product catalog data, pricing, potency, cannabinoid, terpene, lab testing, ingredient, package size, product attribute, product availability, marketing, promotional, advertising, claim, or other product-related information or materials.

2. Product Catalog-Only Access

2.1 Limited Access. Subject to the Agreement, POSaBIT grants Supplier a limited, non-exclusive, non-transferable, and revocable right to access and use the Brand Portal solely for Product Catalog-Only Access and solely with respect to Supplier’s own products and Supplier Content.

2.2 Supplier’s Own Products. Supplier may use Product Catalog-Only Access only for Supplier’s own products unless POSaBIT separately agrees in writing.

2.3 No Merchant Data Rights; Limited Catalog-Status Information. Supplier acknowledges that Product Catalog-Only Access does not include access to Merchant Data, including units on hand, pricing, sales data, inventory levels, transaction data, analytics, or reporting. POSaBIT may make limited catalog-status information available through Product Catalog-Only Access, such as retailer associations with Supplier’s products and active or inactive product counts, solely for product catalog management purposes. Supplier shall not use limited catalog-status information for any other purpose.

2.4 Inadvertent Access. If Supplier accesses or receives Merchant Data or any Brand Portal functionality outside the scope of Product Catalog-Only Access, Supplier shall not use, disclose, retain, copy, export, or otherwise exploit such Merchant Data or functionality and shall promptly notify POSaBIT. Such access or receipt does not expand Supplier’s rights under the Agreement.

2.5 Account Responsibility. Supplier is responsible for all activity under Supplier's Brand Portal account and shall promptly notify POSaBIT of any unauthorized access or suspected security issue.

3. Supplier Content

3.1 Ownership; License. As between the parties, Supplier retains all right, title, and interest in and to Supplier Content. Supplier grants POSaBIT a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, display, transmit, distribute, format, modify for technical, operational, or display purposes, and otherwise use Supplier Content as reasonably necessary to operate, provide, support, maintain, secure, analyze, improve, and make available the Brand Portal and related POSaBIT products and services, including making Supplier Content available to Merchants and other authorized users of POSaBIT products and services.

3.2 Supplier Responsibility. Supplier is solely responsible for Supplier Content. Supplier represents, warrants, and covenants that Supplier Content: (a) is accurate, complete, current, non-misleading, and properly substantiated; (b) is provided with all rights, licenses, consents, permissions, and authority necessary for POSaBIT to use Supplier Content as permitted under the Agreement; (c) does not infringe, misappropriate, or otherwise violate any intellectual property, privacy, publicity, contractual, or other third-party rights; and (d) complies with all Applicable Law, rules, and regulations, including cannabis, advertising, labeling, consumer protection, product safety, marketing, packaging, product claim, and related regulatory requirements.

3.3 Prohibited Supplier Content. Supplier shall not upload, submit, provide, import, display, transmit, or otherwise make available Supplier Content that is false, inaccurate, incomplete, outdated, deceptive, misleading, unlawful, noncompliant, infringing, unsubstantiated, harmful, or otherwise inappropriate for use in a commercial product catalog or business platform, including content that states or implies that POSaBIT reviews, verifies, approves, endorses, certifies, guarantees, or makes any representation regarding Supplier, Supplier's products, or Supplier Content.

3.4 Correction; Removal Rights. Supplier shall promptly update, correct, remove, or disable any Supplier Content that is inaccurate, outdated, misleading, unlawful, noncompliant, infringing, or otherwise inconsistent with the Agreement. POSaBIT has the right, but not the obligation, to review, monitor, reject, remove, disable, restrict access to, suspend display of, or require correction of Supplier Content at any time if POSaBIT determines, in its sole discretion, that Supplier Content may create legal, regulatory, security, operational, reputational, platform, merchant, or third-party risk. POSaBIT's exercise or non-exercise of these rights does not relieve Supplier of its obligations or create any obligation for POSaBIT to review, verify, approve, monitor, or police Supplier Content.

4. Use Restrictions

Supplier shall not: (a) access or use the Brand Portal except as expressly permitted under the Agreement; (b) access, use, export, retain, disclose, sell, license, or otherwise exploit Merchant Data; (c) access, extract, or obtain data from the Brand Portal via automated means, including APIs, scripts, bots, scraping tools, or other programmatic methods, except as expressly authorized by POSaBIT under a separate written agreement; (d) circumvent or interfere with the operation or security of the Brand Portal; (e) use the Brand Portal or Supplier Content in violation of Applicable Law; or (f) state or imply that POSaBIT reviews, verifies, approves, endorses, certifies, guarantees, or makes any representation regarding Supplier, Supplier's products, or Supplier Content.

5. Fees; Paid Functionality

Product Catalog-Only Access is provided at no monthly cost unless otherwise stated in an Order Form. Any paid Brand Portal subscription, expanded functionality, Merchant Data access, analytics, reporting, invoicing, payment functionality, B2B Payment Functionality, API access, implementation assistance, professional services, or other services not included in Product Catalog-Only Access must be separately agreed in writing by POSaBIT and the applicable supplier and may be subject to additional terms and fees.

6. Support; Modifications

Supplier acknowledges that Product Catalog-Only Access is intended to be limited and self-service. POSaBIT may provide help articles, FAQs, videos, or other support resources, but POSaBIT is not obligated to provide live training, implementation assistance, content cleanup, file conversion, manual data entry, product mapping, image editing, or other professional services. POSaBIT may modify, limit, suspend, discontinue, or replace Product Catalog-Only Access at any time.

7. Confidentiality

7.1 Confidential Information. "Confidential Information" means any non-public information disclosed by one party to the other in connection with the Agreement or the Brand Portal that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information

includes platform functionality, product plans, technical information, business information, non-public product catalog information, and any Merchant Data or other non-public information inadvertently made available to Supplier.

7.2 Confidentiality Obligations. Each party shall use the other party's Confidential Information solely to perform its obligations or exercise its rights under the Agreement and shall protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. Each party shall not disclose the other party's Confidential Information to any third party except as expressly permitted under the Agreement.

7.3 Permitted Disclosures. Confidential Information may be disclosed to a party's employees, contractors, professional advisors, and service providers who have a legitimate need to know such information for purposes of the Agreement, provided such persons are bound by confidentiality obligations no less protective than those set forth herein. Confidential Information may also be disclosed as required by law, regulation, or court order, provided that the disclosing party gives prompt notice to the other party to the extent legally permitted and cooperates in seeking confidential treatment.

7.4 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of the Agreement; (b) was lawfully known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is lawfully received from a third party without restriction.

7.5 Survival. The obligations under this Section survive termination or expiration of the Agreement for three (3) years; provided that confidentiality obligations relating to Merchant Data and trade secrets survive for so long as such information remains confidential.

8. Disclaimers; Limitation of Liability

8.1 Platform and Content. The Brand Portal, Product Catalog-Only Access, and any data, content, functionality, tools, information, or resources made available through or in connection with the Brand Portal are provided on an "as is" and "as available" basis. POSaBIT does not represent or warrant that the Brand Portal or Product Catalog-Only Access will be accurate, complete, current, uninterrupted, error-free, secure, or available at any particular time.

POSaBIT does not create, review, verify, approve, endorse, certify, guarantee, or assume responsibility for Supplier Content. Supplier is solely responsible for the accuracy, completeness, legality, substantiation, compliance, and appropriateness of all Supplier Content. POSaBIT is not responsible for any Merchant, consumer, regulator, third party, or other person's use of, reliance on, or interpretation of Supplier Content.

8.2 Merchant Disputes. Supplier acknowledges that POSaBIT is not a party to, and does not control, any commercial relationship, transaction, or dispute between Supplier and any Merchant. POSaBIT shall have no liability for any Merchant's use, non-use, display, modification, interpretation, rejection, or removal of Supplier Content, or any Merchant's decision whether to purchase, carry, promote, display, or sell Supplier's products.

8.3 No Financial Institution or Payment Processor. Product Catalog-Only Access does not include payment or invoicing functionality. POSaBIT is not a bank, money transmitter, payment processor, or guarantor of any payment, and does not provide financial, payment, or settlement services through Product Catalog-Only Access.

8.4 Limitation of Liability. To the maximum extent permitted by Applicable Law, in no event shall POSaBIT be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, lost revenue, loss of data, loss of goodwill, loss of business opportunity, or business interruption, arising out of or related to the Agreement or the Brand Portal, even if POSaBIT has been advised of the possibility of such damages.

8.5 Liability Cap. To the maximum extent permitted by Applicable Law, POSaBIT's total aggregate liability arising out of or related to the Agreement shall not exceed one hundred dollars (\$100.00).

8.6 Exceptions. Nothing in the Agreement limits liability to the extent such liability cannot be limited under Applicable Law, including liability arising from fraud or willful misconduct.

9. Indemnification

9.1 Supplier Indemnification. Supplier shall defend, indemnify, and hold harmless POSaBIT and its officers, directors, employees, and agents from and against any and all third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) Supplier's access to or use of the Brand Portal in violation of the Agreement or Applicable Law; (b) Supplier's breach of the Agreement; (c) Supplier's violation of Applicable Law, including cannabis-related regulations, to the extent arising from Supplier's conduct; (d) any claim by a Merchant or third party arising from Supplier's products, services, or commercial relationship with such Merchant; or (e) Supplier Content, including any allegation that Supplier Content is inaccurate, incomplete, outdated, deceptive, misleading,

unlawful, noncompliant, unsubstantiated, infringing, misappropriated, or otherwise violates Applicable Law or any third-party right, or any Merchant's or third party's use of, reliance on, or interpretation of Supplier Content.

9.2 POSaBIT Indemnification. POSaBIT shall indemnify Supplier from and against any third-party claim alleging that the Brand Portal, as provided by POSaBIT and used by Supplier in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights.

9.3 Procedures. The indemnified party shall promptly notify the indemnifying party of any claim subject to indemnification; provided that failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced. The indemnifying party shall have sole control over the defense and settlement of the claim, subject to the indemnified party's right to participate with counsel of its choosing at its own expense. The indemnifying party shall not settle any claim in a manner that admits liability or imposes obligations on the indemnified party without its prior written consent, which shall not be unreasonably withheld.

9.4 POSaBIT Exclusions. POSaBIT shall have no indemnification obligation to the extent a claim arises from: (a) Supplier Content; (b) Supplier's misuse of the Brand Portal; (c) use of the Brand Portal in combination with systems, data, content, or materials not provided by POSaBIT; or (d) Supplier's failure to comply with the Agreement.

10. Term; Termination; Suspension

10.1 Term. The Agreement commences on the effective date stated in the applicable Order Form and continues until terminated in accordance with the Agreement.

10.2 Termination for Convenience. Either party may terminate the Agreement for convenience upon thirty (30) days' prior written notice to the other party unless the Order Form states a different notice period.

10.3 Termination for Cause. Either party may terminate the Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice, except that no cure period shall apply to breaches relating to misuse of Merchant Data, violation of Applicable Law, infringement, security issues, or unlawful Supplier Content, which may result in immediate termination.

10.4 Suspension. Without limiting its termination rights, POSaBIT may suspend Supplier's access to the Brand Portal, in whole or in part, upon written notice if: (a) POSaBIT reasonably determines that Supplier's use of the Brand Portal or Supplier Content poses a security, compliance, regulatory, operational, reputational, platform, merchant, or third-party risk; (b) Supplier is in violation of the Agreement; (c) suspension is reasonably necessary to comply with Applicable Law; or (d) POSaBIT modifies, discontinues, or replaces Product Catalog-Only Access.

10.5 Effect of Termination. Upon termination or expiration of the Agreement: (a) Supplier's right to access and use the Brand Portal immediately ceases; and (b) Sections relating to Supplier Content, Use Restrictions, Confidentiality, Disclaimers and Limitation of Liability, Indemnification, Termination, and Miscellaneous survive in accordance with their terms. Termination does not require POSaBIT to remove Supplier Content from backups, archives, historical records, product catalog records, Merchant systems, or other systems where Supplier Content was previously used, displayed, stored, or distributed in accordance with the Agreement.

11. Changes to These Terms

POSaBIT may update these Terms from time to time by posting an updated version at the URL designated by POSaBIT or otherwise providing notice to Supplier. The updated Terms will apply prospectively as of the effective date stated in the updated Terms, unless otherwise required by Applicable Law. Continued access to or use of the Brand Portal after the effective date of updated Terms constitutes acceptance of the updated Terms. If Supplier does not agree to updated Terms, Supplier may terminate its Product Catalog-Only Access in accordance with the Agreement.

12. Miscellaneous

12.1 Independent Contractors. The parties are independent contractors, and nothing in the Agreement creates any partnership, joint venture, agency, fiduciary, representative, or employment relationship between the parties.

12.2 Assignment. Supplier may not assign or transfer the Agreement, in whole or in part, without POSaBIT's prior written consent, which shall not be unreasonably withheld. POSaBIT may assign the Agreement without Supplier's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.3 Notices. All notices under the Agreement shall be in writing and shall be deemed given: (a) when delivered personally; (b) when sent by a nationally recognized overnight courier with written confirmation of receipt; or (c) when sent by email to the applicable email address designated by a party, provided that no automated notice of delivery failure or bounce-back is received. Email notice is deemed effective upon transmission, and no affirmative acknowledgment or confirmation of receipt is required. Notices to POSaBIT shall be sent to legal@POSaBIT.com or to POSaBIT's address set forth in the Order Form.

12.4 Supplier Contact Information. Supplier shall maintain current business and account contact information and ensure such contacts are available for routine operational, support, and account communications. Supplier may update such information by written notice to POSaBIT, and such updates are administrative and do not require a formal amendment.

12.5 Force Majeure. Neither party shall be liable for failure or delay in performance due to events beyond its reasonable control, including acts of God, natural disasters, labor disputes, government actions, or failures of utilities or networks.

12.6 Governing Law; Venue. The Agreement is governed by the laws of the State of Washington, without regard to conflict of laws principles. Subject to Section 12.7, the parties agree that any legal action arising out of or relating to the Agreement shall be brought exclusively in the state or federal courts located in Washington.

12.7 Arbitration. Any dispute, claim, or controversy arising out of or relating to the Agreement, the Brand Portal, or the relationship between the parties shall be finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator, seated in King County, Washington, and conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in any court of competent jurisdiction to prevent or enjoin the unauthorized use, disclosure, or misappropriation of intellectual property, Confidential Information, Merchant Data, or Supplier Content.

12.8 Waiver; Severability. The failure of either party to enforce any provision of the Agreement shall not constitute a waiver. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

12.9 Entire Agreement; Amendments. The applicable Order Form and these Terms constitute the entire agreement between the parties regarding Product Catalog-Only Access and supersede all prior or contemporaneous agreements, understandings, or communications regarding such subject matter. Except for updates to these Terms under Section 11, the Agreement may be amended only by a written agreement signed by authorized representatives of both parties.