FORLEAF, LLC

Privacy Policy

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Privacy at a Glance

This is a plain-language overview of how Forleaf handles personal information. The full Privacy Policy below controls if anything here differs from it.

- **Who we are.** Forleaf makes point-of-sale software for licensed cannabis dispensaries. We don't sell cannabis or decide who can buy it.
- **We play two roles.** When you shop at a dispensary that uses Forleaf, we work for that dispensary. It decides what customer information is collected and how it's used; we run the system for it. For our own business customers, their staff accounts, and visitors to our website, we make those decisions ourselves.
- **What we collect.** About dispensaries: business, license, and owner details, staff logins, and how staff use the system. About shoppers, on the dispensary's behalf: name and contact details, date of birth and ID details for age checks, medical card details where applicable, purchase history, and loyalty activity. About website visitors: basic browsing and device information.
- **How we use it.** To run checkout, check ages and purchase limits, report sales to the state as cannabis law requires, keep the service secure, provide support, and improve our product.
- **We don't sell personal information.** We don't share it for targeted advertising. We don't use shopper information for our own marketing, and we don't build profiles of shoppers across dispensaries.
- **Who we share it with.** The dispensary you shopped at; state cannabis regulators and state tracking systems when the law requires; Clover and Fiserv, which provide the devices our software runs on; vendors that host and run our service under contracts limiting their use; apps and partners the dispensary chooses to connect; and law enforcement only when legally required.
- **ID and medical information.** Used only to serve the dispensary and meet legal requirements, never for advertising or our own purposes. We don't collect fingerprints, face scans, or other biometric data.
- **Anonymous data.** We may combine data so it can't identify any person, to improve our product, to give dispensaries market benchmarks, and to share or license market insights with third parties such as cannabis brands.
- **AI.** We may use data that has been de-identified, so it can't identify anyone, to train and improve our AI features.
- **How long we keep it.** Only as long as needed. Shopper information is kept as the dispensary directs and as state record-keeping rules require. Section 12 explains how we decide.
- **How we protect it.** Administrative, technical, and physical safeguards, with access limited to people who need it. If a breach affects your information, we notify you, the dispensary, and regulators as the

law requires.

- **Your choices and rights.** Unsubscribe from our emails at any time, reply STOP to texts, and use your browser's Global Privacy Control signal. Depending on your state, you can ask to see, correct, delete, or get a copy of your information, and appeal if we say no. If you're a shopper, contact your dispensary first; if you contact us, we'll pass your request to the dispensary.
- **Age.** Our services are for adults 21 and over. Registered medical patients under 21 are served only as state law allows, usually through a caregiver.
- **Changes.** We'll post updates on this page. Continuing to use our services after an update means you accept it.
- **Questions.** Email privacy@forleaf.com.

> **Notice at Collection:** Forleaf collects the categories of personal information described in Sections 3 through 5 of this Privacy Policy, for the purposes described in Section 6, and retains it as described in Section 12. Forleaf does not sell personal information or share it for cross-context behavioral advertising. By submitting your personal information to Forleaf, you agree to the processing of your information as described in this Privacy Policy. To learn more, including how to exercise your privacy rights, please review the full Privacy Policy below.

1. Introduction and Scope

This Privacy Policy describes how Forleaf, LLC ("Forleaf," "we," "us," or "our") collects, uses, discloses, retains, and protects personal information in connection with:

(a) the Forleaf point-of-sale application and related software, back-office dashboards, reporting and analytics tools, application programming interfaces, integrations, and support services that we provide to licensed cannabis retailers (collectively, the "Platform"), including the Forleaf application running on Clover hardware such as the Clover Mini and Clover Station Duo;

(b) our websites, including forleaf.com and any other website or page that links to this Privacy Policy (the "Sites"); and

(c) our sales, marketing, onboarding, customer support, events, and other business communications (together with the Platform and the Sites, the "Services").

"Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and includes "personal data" and equivalent terms as defined under applicable law.

This Privacy Policy applies to the following categories of individuals:

- **Merchants:** licensed cannabis dispensaries, retailers, and medical cannabis treatment centers that have contracted with Forleaf to use the Platform, or that have expressed interest in doing so, and the owners, officers, beneficial owners, and authorized representatives who act on their behalf.

- **Merchant Personnel:** employees, budtenders, managers, contractors, and other individuals who are given user accounts or credentials to access the Platform on behalf of a Merchant.
- **End Customers:** customers and prospective customers of our Merchants, including adult-use consumers, registered medical cannabis patients, and designated caregivers, whose information is entered into or processed through the Platform when they shop at a Merchant.
- **Website Visitors:** individuals who visit our Sites or interact with our marketing communications.
- **Business Contacts:** individuals who represent our integration partners, vendors, referral partners, and other business partners.

Our role depends on the relationship. When we process information about End Customers through the Platform, we do so on behalf of, and at the direction of, the Merchant where the End Customer shops. In that context we act as a "service provider," "processor," or "contractor" (as those terms are defined under applicable privacy laws), and the Merchant is the "business" or "controller" responsible for that information. When we process information about Merchants, Merchant Personnel, Website Visitors, and Business Contacts for our own business purposes, we act as a "business" or "controller." Section 5 explains the End Customer relationship in detail.

If you are an End Customer: the privacy policy of the Merchant where you shop governs how your information is collected and used at that store, and you should direct questions and privacy requests to that Merchant. Sections 5, 7, and 15.6 explain how we support Merchants in handling your information and what to do if you contact us directly.

This Privacy Policy does not apply to:

- information that Merchants collect or use outside the Platform;
- the separate privacy practices of Clover Network, LLC, Fiserv, payment processors, state track-and-trace systems, integration partners, or other third parties described in this Privacy Policy, which are governed by their own privacy notices; or
- information about Forleaf's own job applicants, employees, and contractors.

2. Who We Are

Forleaf, LLC is a Delaware limited liability company with its registered office at 1209 Orange St, Wilmington, DE 19801.

Forleaf provides software and related services only. Forleaf does not sell, possess, cultivate, manufacture, transport, or dispense cannabis, and does not determine whether any End Customer may lawfully purchase or possess cannabis. Those determinations are made by Merchants under the laws, regulations, and license conditions that apply to them.

If you have questions about this Privacy Policy, you may contact our privacy team at privacy@forleaf.com or by mail at the address above (Attention: Privacy).

3. Information We Collect About Merchants, Merchant Personnel, Website Visitors, and Business Contacts

We collect personal information in three ways: directly from you, automatically when you use the Services, and from third-party sources. The specific information we collect depends on your relationship with us and the features you use. Where we ask you to provide personal information, you may choose not to; however, if you do not provide information needed to establish an account, verify a Merchant, or deliver a feature, we may be unable to provide that account or feature.

3.1 Information You Provide Directly

- **Identity and contact information:** name, job title, business name, business address, email address, telephone number, and similar contact details.
- **Merchant onboarding and licensing information:** the Merchant's legal name, trade name, state cannabis license number(s) and license type, licensed premises address(es), tax identification number, and the names and contact details of owners and authorized signatories. Where required to verify a Merchant, enable payment services, or satisfy our partners' know-your-customer and anti-money-laundering obligations, this may include beneficial-owner information such as date of birth, residential address, Social Security number or other government identification number, and a copy of a government-issued identification document.
- **Account and credential information:** usernames, passwords (stored in hashed form), PINs, employee identification numbers, multi-factor authentication details, and other information used to authenticate users.
- **Roles and permissions:** the roles, permission levels, store and location assignments, and access rights that a Merchant assigns to each Merchant Personnel user.
- **Workforce activity information:** for Merchant Personnel, information generated by your use of the Platform, such as register sessions, cash-drawer counts, voids, discounts, overrides, refunds, and the transactions you processed, as configured by your Merchant.
- **Billing information:** billing contact, billing address, and payment method details for subscription and hardware fees. Payment card and bank account numbers for subscription billing are collected and stored by our third-party billing or payment processor; we receive only limited information such as a token, card type, last four digits, and expiration date.
- **Communications and support information:** the content of emails, chats, calls, support tickets, survey responses, feedback, and other communications with us, including attachments and screenshots you provide. With notice and, where required by law, consent, we may record support calls.
- **Marketing and event information:** information you submit through demo requests, newsletter sign-ups, webinars, trade shows, and similar activities, along with your communication preferences.
- **Social media information:** information you choose to provide when you interact with our pages on third-party social media platforms. Those platforms' own privacy policies govern your interactions on them.

3.2 Information Collected Automatically

- **Device and log information:** IP address, device identifiers, Clover device serial number and model, operating system and app version, browser type and settings, language, time zone, and crash or diagnostic data.

- **Usage information:** the pages, screens, and features you access; the actions you take; the date, time, frequency, and duration of your activities; referring and exit pages; and search terms entered on our Sites.
- **Login and security information:** login and logout times, failed login attempts, session tokens, and access logs, which we use to secure accounts and investigate misuse.
- **Approximate location:** general location derived from IP address or from a Merchant's configured store address. We do not collect precise geolocation from Merchant Personnel devices unless a feature requiring it is enabled and the user consents.
- **Cookies and similar technologies:** as described in Section 9.
- **Email engagement:** whether you opened our emails or clicked links within them, collected using pixels or similar technologies.

3.3 Information From Third Parties

- **Clover and Fiserv:** merchant identifiers, device information, app installation and subscription status, employee records, and related account data made available to app developers through the Clover platform.
- **Payment and banking partners:** transaction status and limited transaction details from our pay-by-bank provider(s) for bank-based payments, to the extent needed to reconcile transactions and provide the Services.
- **State licensing databases and other public sources:** license status and licensee information published by state cannabis regulators, company registries, and sanctions lists, used to verify Merchants.
- **Identity-verification and fraud-prevention providers:** verification results and risk signals about Merchants and their beneficial owners, to the extent permitted by law.
- **Integration partners:** information that a Merchant directs an integration partner (such as an ecommerce, online-menu, delivery, or loyalty provider) to send to Forleaf.
- **Marketing and data partners:** business contact information from lead-generation services, event organizers, and publicly available professional sources.
- **Referral partners:** information about Merchants referred to us.

4. Cannabis-Specific Information

Because the Platform supports regulated cannabis retail, certain categories of information processed through it are more sensitive or are subject to specific legal requirements. We describe them here so that Merchants and End Customers understand how they are handled.

4.1 Age and Identity Verification

State law generally requires Merchants to verify that each purchaser meets the minimum legal age (generally 21 for adult-use purchases) and, where applicable, holds a valid medical registration. At the Merchant's direction, the Platform may capture:

- information read from the barcode, magnetic stripe, or machine-readable zone of a government-issued identification document, such as name, date of birth, address, identification number, issuing jurisdiction, and expiration date;

- an image of the front and/or back of the identification document, where the Merchant enables image capture; and
- the result of the verification (for example, "age verified" or "ID expired"), the date and time, and the identity of the Merchant Personnel user who performed it.

Forleaf does not create, collect, or store biometric identifiers or biometric templates, such as facial geometry, fingerprints, or voiceprints, from End Customers or Merchant Personnel. The Platform does not perform facial recognition or facial comparison. If Merchant Personnel sign in to a Clover device using a fingerprint or other biometric method made available by Clover, that biometric data is collected and processed by Clover under its own privacy notice and is not received by Forleaf.

4.2 Medical Cannabis Patient and Caregiver Information

When a Merchant serves medical patients, the Platform may process, at the Merchant's direction: medical registry or patient identification card numbers; card issue and expiration dates; patient or caregiver status; the patient–caregiver relationship; certification or recommendation details required by state law; purchase and possession limits; tax-exemption status; and purchase history used to calculate compliance with those limits.

Information that reveals a person's status as a medical cannabis patient may be considered health information or sensitive personal data under some state laws. Forleaf processes this information solely to provide the Platform to the Merchant and to support the Merchant's regulatory compliance and reporting. Forleaf does not use it for advertising, profiling, or any purpose of its own.

Forleaf is not a "covered entity" under the Health Insurance Portability and Accountability Act ("HIPAA").

4.3 Seed-to-Sale Track-and-Trace and Regulatory Reporting

State cannabis laws require Merchants to report sales, inventory, and certain customer information to state-designated seed-to-sale tracking systems and to state cannabis regulators. At the Merchant's direction and using the Merchant's credentials, the Platform transmits the information those laws require, which may include sale details, product identifiers, quantities, and, for medical sales, patient registry or caregiver identifiers. Forleaf does not control how state systems or their operators use, retain, or disclose this information; their own terms and applicable public-records laws apply.

We may also disclose information to government authorities, including state cannabis regulators, when the Merchant directs us to, or when we are required to by law, regulation, license condition, audit, or valid legal process, as described in Section 8.6.

5. Information We Process on Behalf of Merchants About End Customers

5.1 Our Role

When a Merchant uses the Platform to serve End Customers, the Merchant decides what End Customer information to collect, how to use it, and how long to keep it, within the options the Platform provides. Forleaf processes that information ("Merchant Customer Data") only on the Merchant's behalf, under our written agreement with the Merchant, and for the purpose of providing, securing, supporting, and maintaining the Platform for that Merchant. We do not sell Merchant Customer Data. We do not use it for our own marketing or

advertising, and we do not combine it with information from other Merchants to build profiles of End Customers.

5.2 Categories of Merchant Customer Data

Depending on the Merchant's configuration and the End Customer's interactions, Merchant Customer Data may include:

- **Identifiers and contact information:** name, preferred name, telephone number, email address, mailing address, and Merchant-assigned customer ID.
- **Age and identity verification data:** date of birth and identification data as described in Section 4.1.
- **Medical patient and caregiver data:** as described in Section 4.2.
- **Transaction and purchase history:** items purchased, quantities, prices, discounts, taxes, returns, order channel (in-store, pickup, or delivery), purchase-limit calculations, receipts, and the Merchant Personnel user who completed the transaction.
- **Payment information:** payment method type (such as cash or pay-by-bank), transaction amount, payment status, and limited account details (such as a masked account number) returned by the payment provider (see Section 8.4).
- **Loyalty and rewards information:** loyalty enrollment, points balance, tier, rewards earned and redeemed, promotions applied, and related preferences, whether managed in the Platform or through an integrated loyalty partner.
- **Marketing preferences and consents:** opt-in or opt-out status for email and SMS marketing, and records of consent captured at the point of sale or on a customer-facing display.
- **Customer-facing display interactions:** information that End Customers enter or confirm on customer-facing screens of Clover devices, such as a phone number for loyalty lookup, an email address for digital receipts, signatures, and acknowledgment of terms or consents.
- **Notes and preferences:** notes that Merchant Personnel enter about an End Customer, such as product preferences.
- **Online order information:** information received from integrated ecommerce or online-menu partners, such as order contents, pickup or delivery time, and contact details.

5.3 How Merchant Customer Data Is Used

We use Merchant Customer Data only:

1. to provide the Platform's functionality to the Merchant, including checkout, age and identity verification, purchase-limit enforcement, receipts, returns, loyalty, and customer lookup;
2. to transmit information to track-and-trace systems, regulators, payment processors, and integration partners at the Merchant's direction;
3. to provide reporting and analytics to the Merchant about the Merchant's own business, including through the embedded analytics tools described in Section 7.3;
4. to secure the Platform, prevent fraud, and detect, investigate, and respond to security incidents;
5. to troubleshoot, maintain, and provide customer support;

6. to build or improve the Platform, to the extent permitted for a service provider under applicable law and our agreement with the Merchant;
7. to comply with law, legal process, and our contractual obligations; and
8. to create de-identified or aggregated information as described in Section 6.10.

5.4 Merchant Responsibilities

Each Merchant is responsible for: providing End Customers with its own privacy notice that discloses its collection and use of information through the Platform; obtaining any consents required by law, including consents for SMS and email marketing and for the processing of sensitive data; providing any required notice of financial incentive for its loyalty program; responding to End Customer privacy requests; and configuring the Platform consistently with its legal obligations. We assist Merchants in meeting these obligations as described in Section 15.6.

6. How We Use Personal Information

We use the personal information described in Section 3, for which we act as a controller, for the following purposes. Our uses of Merchant Customer Data are limited to those described in Section 5.3.

6.1 To provide and operate the Services: creating and administering Merchant accounts and user accounts; authenticating users; enforcing roles and permissions; processing subscription and hardware billing; provisioning and supporting devices; and delivering the features the Merchant has selected.

6.2 To verify Merchants and meet onboarding requirements: confirming licensure; verifying the identity of owners, beneficial owners, and signatories where required; screening against sanctions lists; and supporting our payment partners' know-your-customer and anti-money-laundering programs.

6.3 To communicate with you: sending administrative, transactional, security, and service-related messages (such as account verification, outage notices, release notes, and policy changes), and responding to inquiries, requests, and support tickets.

6.4 To market our Services: sending information about Forleaf products, features, events, and offers to Merchants, Merchant Personnel with administrator roles, and Business Contacts, subject to your choices described in Section 14.

6.5 To analyze and improve the Services: understanding how users interact with the Platform and Sites, diagnosing problems, measuring performance, conducting research and development, and developing new features and products.

6.6 To protect the Services and others: monitoring for and preventing fraud, unauthorized access, abuse, and security incidents; enforcing our agreements and policies; and protecting the rights, property, and safety of Forleaf, our Merchants, users, and the public.

6.7 To comply with law: meeting legal, regulatory, tax, accounting, and audit obligations, and responding to subpoenas, court orders, and lawful requests from government authorities.

6.8 For corporate transactions: as described in Section 8.8.

6.9 With your consent or as disclosed at collection: for any other purpose we describe to you when we collect the information or for which you provide consent. Where we rely on consent, you may withdraw it at any time in the manner indicated when we requested it or by contacting us; withdrawal does not affect processing that occurred before it.

The purposes above may continue to apply for a reasonable period after your relationship with us ends, including to enforce our rights under an agreement with you or your company.

6.10 De-identified and Aggregated Information

We may create information that is de-identified or aggregated so that it can no longer reasonably be used to identify, or be linked to, a particular individual or household. We maintain and use de-identified information only in de-identified form and will not attempt to re-identify it, except as permitted by law to test our de-identification processes. We contractually prohibit recipients of de-identified information from attempting to re-identify it. We may use de-identified or aggregated information to operate and improve the Services; to train, develop, and improve artificial intelligence and machine learning models; to provide Merchants with aggregated benchmarking, such as comparisons of their performance against anonymized market averages; and to create, share, and license aggregated market insights, analytics, and reports with third parties, such as cannabis brands, business partners, and investors. Information shared with third parties under this paragraph does not identify any individual.

7. The Clover Platform, Integrations, Analytics Vendors, and Customer-Facing Displays

7.1 Clover Platform

The Forleaf application runs on Clover devices and the Clover platform operated by Clover Network, LLC, a member of the Fiserv group of companies. Device data processed through Clover devices is also received and processed by Clover and Fiserv under their own privacy notice and their agreements with the Merchant. Clover's privacy notice states that Clover treats personal data it receives from third-party applications in accordance with Clover's privacy notice. Forleaf does not control Clover's or Fiserv's privacy practices. You can review Clover's Privacy Notice at https://www.clover.com/privacy-policy.

Forleaf does not transmit medical patient information or identification document images to Clover.

7.2 Merchant-Directed Integrations

Merchants may connect the Platform to third-party services, such as ecommerce and online-menu providers, loyalty and marketing platforms, delivery services, accounting tools, and other integrations. When a Merchant enables an integration, we exchange Merchant Customer Data and other information with that provider as the Merchant directs. Each integration provider's use of the information is governed by its own terms and privacy policy and its agreement with the Merchant. Forleaf is not responsible for the privacy practices of providers that Merchants choose to enable, and a Merchant is responsible for the instructions it gives through an integration.

7.3 Data Warehouse and Embedded Analytics Vendors

We use third-party cloud data-warehouse and business-intelligence providers to store, process, and present reporting and analytics to Merchants inside the Platform. These providers act as our service providers or subprocessors. They process information only on our instructions, under written contracts that restrict their use of the information to providing services to Forleaf and prohibit them from selling it or using it for their own purposes.

7.4 Customer-Facing Displays

Clover devices with customer-facing screens may show End Customers their order details, prices, taxes, loyalty balances, and prompts to enter contact information or consent to communications. Information shown on a customer-facing display may be visible to others nearby. Merchants control which prompts are displayed. Consents captured on the display are recorded with a timestamp and passed to the Merchant and to any integrated loyalty or marketing provider the Merchant has enabled.

8. How We Disclose Personal Information

We disclose personal information to the following categories of recipients, and only for the purposes described in this Privacy Policy.

8.1 Merchants

We disclose Merchant Customer Data, and information about Merchant Personnel activity, to the Merchant on whose behalf it was collected. Merchant administrators can see the activity of users under their account. Merchants' use of that information is governed by their own privacy policies; Forleaf is not responsible for Merchants' privacy practices.

8.2 Service Providers and Subprocessors

We use vendors that perform services on our behalf, including: cloud hosting and infrastructure; data warehousing and analytics; customer support and ticketing; communications (email and SMS delivery); security, fraud prevention, and identity verification; billing and payment processing for subscription fees; professional services (legal, accounting, auditing, and insurance); and marketing and customer-relationship-management providers, for Merchant and Business Contact data only. These vendors are contractually required to use personal information only to provide services to us, to protect it, and not to sell or share it or use it for their own purposes.

8.3 Track-and-Trace Systems and Regulators

As described in Section 4.3.

8.4 Payment Providers

Forleaf does not process payment card transactions. Bank-based ("pay-by-bank") payments that a Merchant accepts through the Platform are processed by third party providers under their own terms and privacy notice and the Merchant's agreement with that provider. We receive limited payment information (such as payment method, transaction amount, status, and a masked account identifier) to record and reconcile transactions.

8.5 Integration Partners at the Merchant's Direction

As described in Section 7.2.

8.6 Legal, Safety, and Compliance Disclosures

We may disclose personal information if we believe in good faith that disclosure is reasonably necessary to: (i) comply with applicable law, regulation, license condition, subpoena, court order, search warrant, or other legal process; (ii) respond to lawful requests from government authorities, including state cannabis regulators, tax authorities, and law enforcement; (iii) enforce our agreements and policies; (iv) protect the security or integrity of the Services; (v) detect, prevent, or address fraud, security, or technical issues; or (vi) protect the rights, property, or safety of Forleaf, our Merchants, users, or the public. Where a third party requests Merchant Customer Data, we will, where legally permitted, refer the requester to the Merchant and notify the Merchant before disclosing. We review requests for legal sufficiency and may object to requests we consider overbroad.

8.7 Affiliates

We may disclose personal information to our current and future Affiliates (entities that control, are controlled by, or are under common control with Forleaf) for purposes consistent with this Privacy Policy, including to provide, support, secure, and improve the Services and for shared corporate functions (such as finance, legal, security, and IT). Affiliates may use the personal information we share only in a manner consistent with this Privacy Policy. Merchant Customer Data is disclosed to Affiliates only as permitted by Section 5 and our agreements with Merchants.

8.8 Corporate Transactions

We may disclose or transfer personal information in connection with an actual or proposed merger, acquisition, financing, reorganization, bankruptcy, receivership, sale of all or part of our assets, or transition of service to another provider, including disclosure to counterparties and advisors during due diligence. Any successor will be required to handle personal information consistently with this Privacy Policy, or we will give notice as required by law.

8.9 Professional Advisors

We may disclose personal information to lawyers, accountants, auditors, bankers, and insurers where necessary in the course of the professional services they provide to us.

8.10 With Your Direction or Consent

We may disclose personal information to other third parties when you direct us to or consent to the disclosure.

9. Cookies, Tracking Technologies, Do Not Track, and Global Privacy Control

9.1 Cookies and Similar Technologies

Our Sites and web-based dashboards use cookies, pixels, tags, local storage, software development kits, and similar technologies ("Cookies"). Cookies are small files or code placed on your device that allow us or third

parties to recognize your browser or device. Some Cookies expire when you close your browser (session Cookies); others remain until a set expiration date (persistent Cookies). We use the following types:

- **Strictly necessary Cookies:** required to operate the Sites and Platform, such as session management, authentication, load balancing, and security. These cannot be turned off.
- **Functional Cookies:** remember your settings and preferences.
- **Analytics Cookies:** help us understand how visitors use the Sites so we can improve them.

The Forleaf application running on Clover devices does not use advertising Cookies or advertising identifiers, and no third-party advertising technology operates within the Platform or Merchant dashboards.

You can manage Cookies through your browser settings. Blocking some Cookies may affect how the Sites work.

9.2 Do Not Track and Global Privacy Control

Some browsers send a "Do Not Track" signal. Because we do not engage in cross-site tracking for advertising, our Sites treat Do Not Track signals in the same way as a Global Privacy Control signal.

We recognize the **Global Privacy Control ("GPC")** signal. When we detect a GPC signal from your browser, we treat it as a request to opt out of the sale of personal information, the sharing of personal information for cross-context behavioral advertising, and targeted advertising for that browser or device.

10. Sale and Sharing of Personal Information; Targeted Advertising

Forleaf does not sell personal information, and has not sold personal information in the preceding 12 months, as "sale" is defined under applicable U.S. state privacy laws. **Forleaf does not share personal information for cross-context behavioral advertising or process personal information for targeted advertising**. Forleaf does not sell, share, or use for targeted advertising any Merchant Customer Data, including age-verification, identification, medical patient, or purchase-history information. We have no actual knowledge of selling or sharing the personal information of consumers under 16.

We do not share mobile telephone numbers or text-message opt-in data or consent with third parties or Affiliates for their marketing or promotional purposes. We share them only with service providers that help us deliver messages.

We do not use personal information for profiling in furtherance of decisions that produce legal or similarly significant effects concerning a consumer.

11. Sensitive Personal Information

Some information processed through the Services is considered "sensitive" under certain state laws. This includes:

- Social Security numbers, driver's license, state identification card, or passport numbers, and identification document data, whether collected to verify Merchant beneficial owners or captured for End Customer age verification;
- information revealing medical cannabis patient status or other health information;

- account log-in credentials in combination with a password or other access code.

For Merchant Customer Data, we process sensitive information solely as a service provider or processor, on the Merchant's instructions, to provide the Platform and to support the Merchant's legal compliance. Merchants are responsible for obtaining any consent required for that processing.

For information we control, we use sensitive personal information only for purposes for which California law does not provide a right to limit: performing the Services, securing accounts, verifying identity during onboarding, preventing fraud, and complying with law. We do not use sensitive personal information to infer characteristics about you. Where a state law requires your consent before we process sensitive data, we obtain that consent before processing.

12. Data Retention

We retain personal information for as long as reasonably necessary to fulfill the purposes described in this Privacy Policy, unless a longer retention period is required or permitted by law. To set retention periods we consider:

- the amount, nature, and sensitivity of the information;
- the purposes for which we process it and whether we can achieve those purposes by other means;
- the potential risk of harm from unauthorized use or disclosure;
- our contractual commitments to Merchants; and
- our legal, regulatory, tax, accounting, and audit obligations, including cannabis record-keeping requirements that apply to our Merchants.

We retain Merchant Customer Data as directed by the Merchant under our agreement and as required by applicable cannabis record-keeping rules, and delete or de-identify it after the agreement ends, except where a longer period is required by law.

When retention is no longer necessary, we delete or de-identify personal information. If that is not immediately feasible (for example, because the information is stored in backup archives), we securely store it and isolate it from further processing until deletion or de-identification is possible.

13. Data Security

We maintain administrative, technical, and physical safeguards designed to protect personal information against accidental or unlawful loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. We limit access to personal information to personnel and service providers who need it to perform their duties and who are bound by confidentiality obligations.

No method of transmission or storage is completely secure, and we cannot guarantee absolute security. Merchants and users are responsible for keeping their credentials confidential, for configuring user permissions appropriately, and for the physical security of devices at their premises. If we learn of a security breach affecting personal information, we will notify affected Merchants, individuals, and regulators as required by applicable law and our agreements. For Merchant Customer Data, we will notify the Merchant so that it can meet its own notification obligations.

14. Your Choices

- **Marketing emails:** You may opt out of Forleaf marketing emails by using the unsubscribe link in any marketing email, by updating your preferences, or by contacting privacy@forleaf.com. We will continue to send transactional, account, security, and service messages.
- **Text messages from Forleaf:** If you provide a mobile number and opt in, Forleaf may send account, security, and support text messages and, with separate express written consent, marketing text messages. Message frequency varies. Message and data rates may apply. Reply STOP to opt out or HELP for help. Consent to receive marketing text messages is not a condition of any purchase. Mobile numbers and text-message opt-in data and consent are not shared with third parties or Affiliates for their marketing purposes.
- **Text messages and emails from Merchants:** Merchants may use the Platform or integrated partners to send texts or emails to End Customers. Those messages are sent by the Merchant under the Merchant's consents and privacy policy. To opt out, reply STOP to the text, use the unsubscribe link in the email, or contact the Merchant.
- **Cookies and targeted advertising:** see Section 9.
- **Account information:** Merchant administrators and users can review and update certain account information within the Platform.
- **Choosing not to provide information:** see Section 3.

15. U.S. State Privacy Rights

15.1 Which Laws Apply

Several U.S. states give residents rights over their personal information. These include California (the California Consumer Privacy Act, as amended by the California Privacy Rights Act, "CCPA"), Minnesota (the Minnesota Consumer Data Privacy Act, "MCDPA"), and other states with comprehensive privacy laws such as Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia (together, "State Privacy Laws"). Whether a law applies to Forleaf, and which rights are available, depends on your state of residence, applicable thresholds and exemptions, and your relationship with us. Some State Privacy Laws exempt information processed in a business-to-business or employment context.

As of the Last Updated date, New York and New Mexico have not enacted comprehensive consumer privacy laws. Residents of those states are protected by other laws, including data-breach and data-security laws. We extend the request process in Section 15.4 to all U.S. residents.

15.2 Your Rights

Depending on your state of residence, you may have rights to access, correct, delete, or obtain a copy of your personal information; to opt out of certain processing; to give or withdraw consent for the processing of sensitive data; and to appeal our decisions on your requests. We will not discriminate or retaliate against you for exercising any of these rights.

15.3 State-Specific Schedules

Schedule A (Residents of California) and Schedule B (Residents of Other U.S. States), at the end of this Privacy Policy, describe the rights and disclosures that apply in those states. They supplement this Section 15 and form part of this Privacy Policy. Requests under either Schedule follow the process in Sections 15.4 and 15.5.

15.4 How to Submit a Request

You or your authorized agent may submit a request by:

- emailing privacy@forleaf.com

Verification. To protect your information, we verify requests by matching information you provide with information we hold, such as your name, email address, phone number, and account or merchant identification details. For account holders, we may require you to log in. We will not ask for more information than reasonably necessary, and we use verification information only to verify the request.

Authorized agents. An authorized agent may submit a request on your behalf. Unless the agent holds a valid power of attorney, we may require written, signed permission from you and may ask you to verify your identity directly with us. A parent or legal guardian may submit requests on behalf of a minor.

Timing and fees. We will acknowledge requests where required and respond within 45 days, or any shorter period required by law. Where permitted, we may extend that period once by an additional 45 days, with notice. We do not charge a fee unless requests are manifestly unfounded, excessive, or repetitive, as permitted by law.

15.5 Appeals

If we decline to act on your request, we will explain why and tell you how to appeal. To appeal, reply to our decision or email privacy@forleaf.com with the subject line "Privacy Request Appeal." We will respond to appeals within the period required by law. If you are not satisfied with the outcome, you may contact the attorney general of your state, for example the Minnesota Attorney General at https://www.ag.state.mn.us.

15.6 Requests From End Customers

If you are an End Customer and your request concerns information a Merchant collected through the Platform, please submit it to that Merchant. If you send it to us, we will forward it to the relevant Merchant where we can identify it and tell you that we have done so, and will assist the Merchant in responding as required by our agreement and applicable law. Because the Merchant controls this information and may be required by cannabis regulations to retain transaction records, we cannot independently delete or alter Merchant Customer Data.

15.7 Artificial Intelligence

If Forleaf offers features that use artificial intelligence or machine learning, we use personal information in those features to provide the feature to the Merchant or user who requested it. We may also use information that has been de-identified or aggregated, including information derived from Merchant Customer Data, to train, develop, and improve artificial intelligence and machine learning models, as described in Section 6.10. We require AI service providers we engage to process personal information only on our instructions and not to use it to train their own models.

16. Children's Privacy

The Services are intended for licensed businesses and adults. They are not directed to individuals under 21 years of age, or under the minimum age to lawfully purchase cannabis in their jurisdiction, whichever is higher. The exception is registered medical cannabis patients under 21 whose information a Merchant processes as permitted by state law, typically through a designated caregiver; that information is handled as Merchant Customer Data under Section 5. Forleaf does not knowingly collect personal information directly from children under 13. If you believe a child has provided personal information to Forleaf directly, contact us at privacy@forleaf.com and we will take steps to delete it.

17. International Users and Data Transfers

Forleaf operates only in the United States. The Services are intended for use in the United States, and we store and process personal information in the United States. If you access the Sites from outside the United States, your information will be transferred to, and processed in, the United States, where data protection laws may differ from those of your country.

18. Third-Party Links and Services

The Services may contain links to, or integrations with, websites and services that Forleaf does not operate, including Clover, payment providers, track-and-trace systems, integration partners, Merchants' websites, and social media platforms. This Privacy Policy does not apply to those third parties. Their collection and use of information is governed by their own privacy policies, and we encourage you to review them. A link does not mean we endorse or have reviewed the third party.

19. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. When we do, we will post the updated version on this page and change the "Last Updated" date. We may also notify you of material changes by other means, such as email to Merchant administrators or a notice in the Platform. Changes take effect when posted unless we state otherwise. By continuing to access or use the Services after an updated Privacy Policy is posted, you acknowledge and accept the revised Privacy Policy. Where required by law, we will obtain consent before applying material changes to personal information collected before the change.

20. Dispute Resolution

This Privacy Policy is not a contract and does not create contractual rights. Disputes between Forleaf and Merchants are governed by the dispute resolution provisions of the applicable Merchant agreement.

21. Accessibility

This Privacy Policy is available in alternative formats on request. Contact privacy@forleaf.com.

22. Contact Us

If you have questions, concerns, or complaints about this Privacy Policy or our privacy practices, please contact us. We ask that complaints be made in writing with enough detail for us to investigate; we will respond with the outcome.

Forleaf, LLC

Attention: Privacy

Email: privacy@forleaf.com

For questions about a purchase at a dispensary, please contact that Merchant.

Schedule A – Residents of California

This Schedule A supplements the Privacy Policy and applies to residents of California who qualify as "consumers" under the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA"). Terms defined in the CCPA have the same meaning in this Schedule A.

A.1 Your California Privacy Rights

Subject to the limits and exceptions in the CCPA, you have the right to:

1. **Know and access:** request that we disclose, for the preceding 12 months, the categories of personal information we collected about you, the categories of sources, the business or commercial purposes for collecting it, the categories of third parties to which we disclosed it, and the specific pieces of personal information we collected about you.
2. **Delete:** request that we delete personal information we collected from you.
3. **Correct:** request that we correct inaccurate personal information, taking into account its nature and the purposes of processing.
4. **Opt out of sale or sharing:** opt out of the sale of personal information or its sharing for cross-context behavioral advertising. We do not sell or share personal information.
5. **Limit use of sensitive personal information:** limit our use and disclosure of sensitive personal information to permitted purposes. We use sensitive personal information only for those purposes, as described in Section 11.
6. **Non-discrimination:** not be discriminated or retaliated against for exercising these rights.

You or your authorized agent may submit a request as described in Section 15.4, and appeal as described in Section 15.5.

A.2 Personal Information We Collect and Disclose

In the preceding 12 months, we have collected the following categories of personal information described in the CCPA, from the sources and for the purposes described in Sections 3 through 6. We disclosed each category for business purposes to the recipients described in Section 8.

CCPA category	Examples	Disclosed for a business purpose to	Sold or shared
Identifiers	Name, email, phone, IP address, account ID	Service providers, Affiliates, payment partners	No
Customer records (Cal. Civ. Code § 1798.80(e))	Name, address, phone, ID number, limited payment information	Service providers, payment partners	No
Commercial information	Subscription and billing history	Service providers	No
Internet or other electronic network activity	Site and Platform usage, logs	Service providers (analytics, security)	No
Approximate geolocation	IP-derived location, store address	Service providers	No
Professional or employment-related information	Job title, role, permissions, Platform activity of Merchant Personnel	Merchants, service providers	No
Audio or electronic information	Recorded support calls (with notice)	Service providers	No
Sensitive personal information	Government ID numbers (Merchant verification), account credentials	Service providers, payment and identity-verification partners	No
Inferences	Product-interest inferences for Forleaf marketing to Merchants	Service providers	No

We do not collect, as a controller, characteristics of protected classifications, biometric information, or non-public education information. Information processed as a service provider on behalf of Merchants is not included in this table; please contact the relevant Merchant for its disclosures.

Shine the Light. California residents may ask whether we disclosed personal information to third parties for their direct marketing purposes in the preceding calendar year. We do not make such disclosures.

Financial incentives. Forleaf does not offer financial incentives or price or service differences in exchange for personal information. Loyalty and rewards programs operated through the Platform are offered by Merchants, not by Forleaf, and each Merchant is responsible for providing any required notice of financial incentive to its End Customers. To support Merchants, Forleaf makes available a template notice of financial incentive that Merchants may adapt for loyalty programs run through the Platform.

Schedule B – Residents of Other U.S. States

This Schedule B supplements the Privacy Policy and applies to residents of Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia (the "Applicable States") acting in an individual or household context, to the extent an Applicable State's comprehensive privacy law ("Applicable State Law") applies to Forleaf. It does not apply to information processed in a commercial or employment context where Applicable State Law exempts it. Terms defined in Applicable State Law have the same meaning in this Schedule B, and "personal information" includes "personal data."

B.1 Personal Information We Process

The categories of personal information we process, the purposes for processing, the categories of personal information we disclose, and the categories of third parties that receive it are described in Sections 3 through 8 of the Privacy Policy. Sensitive data is described in Section 11. Our retention practices are described in Section 12.

B.2 Your Rights

Depending on your state of residence, and subject to the limits and exceptions in Applicable State Law, you may have the right to:

1. **Confirm and access:** confirm whether we process your personal information and obtain access to it.
2. **Correct:** correct inaccuracies in your personal information, taking into account its nature and the purposes of processing.
3. **Delete:** delete personal information you provided to us or that we obtained about you.
4. **Portability:** obtain a copy of personal information you provided to us in a portable and, to the extent technically feasible, readily usable format.
5. **Opt out:** opt out of targeted advertising, the sale of personal information, and profiling in furtherance of decisions that produce legal or similarly significant effects. We do not engage in these activities.
6. **Consent for sensitive data:** give or withdraw consent before we process sensitive data, where Applicable State Law requires consent.
7. **List of third parties (Minnesota and certain other states):** obtain a list of the specific third parties, other than natural persons, to which we have disclosed your personal information. If we do not maintain this information for each individual, we will provide a list of the specific third parties to which we have disclosed any consumer's personal information.
8. **Question profiling (Minnesota):** if you are subject to profiling in furtherance of decisions that produce legal or similarly significant effects, question the result, be informed of the reason for the decision, review the personal information used, and have inaccurate information corrected and the decision re-evaluated.
9. **Appeal:** appeal our decision on your request, as described in Section 15.5, and, if you are not satisfied with the outcome, contact your state attorney general.

B.3 Profiling

We do not process personal information for profiling in furtherance of decisions that produce legal or similarly significant effects concerning consumers.

B.4 De-identified Information

Where we maintain de-identified information, we maintain and use it only in de-identified form and do not attempt to re-identify it, except as permitted by Applicable State Law. See Section 6.10.

B.5 How to Exercise Your Rights

You or your authorized agent may submit a request as described in Section 15.4, and appeal as described in Section 15.5.