Terms of Use

The Landing Loyalty Rewards Program

Last Updated: August 2025

By joining or using the Landing Loyalty Rewards Program (the "Loyalty Program" or "Program") you agree to and are bound by the terms, conditions, policies, and notices contained in these Terms, and you acknowledge that information will be processed as set forth in our Privacy Policy. If you do not agree to these Terms, do not enroll in or use the Loyalty Program. Alpine IQ is used to operate the Loyalty Program.

How to Sign Up

Subject to the terms and conditions herein, the Loyalty Program is available to dispensary customers participating in state licensed adult-use or medical cannabis program. This includes medical cannabis patients with a valid Ohio or West Virginia medical card and adult-use Ohio purchasers, 21 years of age and older who are either: (i) new dispensary customers or (ii) existing customers who enroll in this Program via The Landing Loyalty Sign Up.

It is free to join. By signing up for the Program, you may receive texts, calls, emails, and push notifications from us. To sign up, you must create an Account for the Loyalty Program by providing all information requested, including a valid name and mobile phone number ("Loyalty Account"). Only one (1) Loyalty Account is permitted per person/phone number. You may not create more than one Loyalty Account. Any person attempting to obtain or use more than one Loyalty Account, phone number, identity, registration, or log-in, may be disqualified from participating in the Loyalty Program, in our sole discretion. We are not responsible for any incorrect or inaccurate information supplied by you. You represent and warrant that all registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information at all times. As part of the Program enrollment, you will be required to provide your name and mobile phone number.

By providing your mobile phone number and signing up for the Program, you provided your express written consent to receive informational and marketing calls and text messages from or on behalf of us—including calls and texts made using an auto-dialer, an automated system for the selection or dialing of telephone numbers, or an artificial or prerecorded voice—to the wireless number you provided. Standard message and data rates may apply. By opting in to the Program, you are representing to us that the mobile number you provided is one for which you are authorized to provide consent to receive texts and calls from us. You agree that if and before you disconnect or transfer your mobile number, you will send all necessary messages or short codes to us in order to stop future messages from being sent to that number. If you provided your email address, you

also agree to receive promotional emails from us. Your consent to receive informational and marketing calls, emails and text messages is not required to make a purchase.

By opting in to the Program, you agree that you are allowing the Program and its third-party technology provider, Alpine IQ, to retain your personal contact details (name, phone, and/or email address), engagement history, and history of purchased product for use in personalized marketing.

How to Opt Out

You may opt out of communications at any time but may still remain part of the Program. Reply "STOP" to any text message to unsubscribe from future texts. You agree to and will then receive a single final text message confirming your opt-out from future texts. To opt-out of promotional emails, use the unsubscribe link at the bottom of any email. You can also opt-out from texts, emails, and push notifications in the profile section of the Landing Dispensary app.

How to Accrue Points

You must tell the employee engaged at time of purchase that you wish to use your points or would like to sign up. Offer values and rewards may not be combined with other offers and discounts, unless otherwise stated at the time of redemption. You can track Points via the native app that can be accessed via the secured weblink sent to your mobile phone upon enrollment.

Customers will accrue one (1) loyalty point (each, a "Point") for every \$1 spent on the total qualifying purchase of both cannabis and non-cannabis products (not including discounts, returns, credits, , and taxes) made at any participating dispensary (i.e. each Landing Dispensary and Firelands Scientific Dispensary) when the transaction is rung under customer's Loyalty Account, except as set forth in detail herein.

Below are the various tiers of membership in the Loyalty Program:

Tier Name	Total Spend	Points Needed	Reward on Non-Cannabis Items
Explorer	\$100 - \$249	100	\$5
Wayfinder	\$250 - \$499	250	\$15
Pioneer	\$500 - 749	500	\$40
Guide	\$750 -\$999	750	\$60
Legend	\$1000+	1,000	\$100

From time to time, and in our sole discretion, the Program may offer other methods of accruing and redeeming Points. Any methods of accruing and redeeming Points are subject to these Terms and any additional terms otherwise presented in connection with the description of the applicable

Point accruing and redeeming method, if any. Not all accrual activities will be available to all customers.

How to Redeem Points

To redeem an offer or reward, you must let the Customer Experience Representative know that you are a Loyalty Program member and that you wish to redeem your points or award at the time of the qualifying transaction. Points are subtracted from your Loyalty Account balance at the time of redemption.

In the event of a dispute concerning the identity of a customer, the customer will be declared the registered Loyalty Account holder of the phone number associated with the Loyalty Account, but only if that person meets all other eligibility criteria. The Points are exclusive to the participating Landing and Firelands Scientific Dispensary retail stores. There is no maximum on the amount of Points you can earn. However, your points will expire and be removed from your Loyalty Account after 120 consecutive days of having no qualifying purchase in your Loyalty Account. Any qualifying purchase posted to your Loyalty Account will extend your Point(s) expiration date for 120 days from the posting date.

Points will be converted in the increments as described on <u>The Landing Loyalty Sign Up</u>. All redemptions are subject to applicable law. We are NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW. Points are non-transferable and can be redeemed only by the customer associated with the Loyalty Account. The customer name on the Loyalty Account must match the valid picture ID (driver's license, passport, etc.) that matches the name printed on the Loyalty Account presented at the time of purchase. If the ID does not correspond to the Loyalty Account name, the Points cannot be redeemed.

Points must be redeemed in a single transaction and will be surrendered to The Landing Dispensary Loyalty at the time of purchase. If the entire redemption amount is not used, any unused Points can be saved and used for your next purchase. The unused Points cannot be credited to any other Loyalty Account; or redeemed for cash, merchandise credit, or cannabis products. Points will not be refunded with returns if Points were redeemed during such transaction. Points are not valid on and cannot be redeemed for: (1) Previous purchases; (2) taxes; or (3) processing charges. Points cannot be sold, traded, or otherwise bartered.

If the total sale is greater than the Points being redeemed, you must provide payment prior to completing the transaction. You shall have the responsibility of ensuring that your Points are properly credited at the time of your purchase. If you believe that Points were not properly accrued to your Loyalty Account, you must notify us or AlpinelQ and any claim for Points not credited accurately must be received within six (6) months of the date of claimed accrual of Points. We

shall have no liability for any printing, production, typographical, mechanical or other errors or for any delay or failure to credit Points to your Loyalty Account.

Lost or stolen Points will not be replaced. You agree that you are solely responsible for maintaining the confidentiality of your Loyalty Account login information and are fully responsible for all activities that occur under your Loyalty Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Loyalty Account or any other breach of security.

We will not be liable for any loss or damage arising from your failure to comply with the above requirements. We may suspend or terminate access to your Loyalty Account in our sole and absolute discretion. In the case that your Loyalty Rewards Account is terminated, these Terms shall remain, to the extent applicable, in full force and effect.

Disqualifying Activities

We are entitled to take any action we consider appropriate in our sole discretion, including removing or suspending your Loyalty Account and canceling Points accrued if we detect any disqualifying activity concerning your Loyalty Account including but not limited to: engaging in illegal or fraudulent activities; supplying or attempting to supply false or misleading information, or making a misrepresentation to us; selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Points other than in accordance with these terms and conditions; or excessive accruing of Points (via fraud or other means).

Limitation of Liability and Indemnification

The Landing and Firelands Scientific dispensaries, their directors, employees, members, independent contractors or agents shall not be liable to you or any third party for any, direct, indirect, consequential, incidental, special or punitive damages, including lost profit, lost revenue, lost data, attorneys' fees, court costs, fines, forfeitures or other damages or losses arising from your enrollment and participation in the Loyalty Program. You agree to defend, indemnify and hold harmless, the Landing and Firelands Scientific dispensaries, their subsidiaries, affiliates and all respective officers, members, agents, partners, employees and independent contractors from and against any loss, damage, liability, claim or demand including reasonable attorneys' fees and expenses, due to or arising out of: ; (1) your breach of these Terms; (2) any breach of your representations and warranties set forth herein; (3) any disqualifying activity described herein; and (4) any violation of the rights of any third party, including but not limited to intellectual property rights.

We are not responsible for: (a) misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due communications or other Program-related materials whether caused by customers, wireless carriers, Internet Service Providers ("ISP") or unauthorized human

intervention; (b) any damage to a dispensary partner or other person's computer system or digital device which is caused or occasioned by participating in the Program or attempting to redeem Points; (c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless carriers, websites or other connections, availability or accessibility problems arising in connection with or over the course of the Program; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, digital device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in these Terms, any Program advertisement, on the Wallet or other materials; (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by tampering or hacking, or by any equipment or programming associated with, or utilized in the Program, including, without limitation, redemptions that are submitted by automated computer programs or other illegitimate means; or (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information.

Governing law

THE PROGRAM IS SUBJECT TO APPLICABLE STATE LAW IN OHIO AND WEST VIRGINIA AND REGULATORY APPROVAL. WE ARE NOT RESPONSIBLE FOR ANY POINTS THAT CANNOT BE REDEEMED IN ACCORDANCE WITH THE TERMS DUE TO RESTRICTIONS IMPOSED BY APPLICABLE LAW AND/OR REGULATORY AUTHORITY. ANY ACTION RELATING TO THE ENFORCEMENT OF THESE TERMS SHALL BE FILED IN A COURT OF COMPETENT JURISDICTION IN ERIE COUNTY, OHIO.

Modification and Termination

We reserve the right, in our sole and absolute discretion, to cancel, change, modify or discontinue the Program or any elements of the Program, in whole or in part, at any time, including any terms, rules, features, benefits, rewards, conditions of participation, the Point accruing/accumulation ratio, the Point redemption policy, and the Point expiration policy, or any other aspect of the Program, in whole or in part, at any time, with or without advance notice, even though changes may affect the value of the Points and rewards already accumulated. Any changes will become effective immediately upon posting the revisions. At all times, customers are solely responsible for remaining knowledgeable about and in compliance with these Terms. Your use of the Program or Points after we post any changes constitutes your agreement to those changes and your

agreement to be bound by any such revisions. Intellectual property and Program structure are owned by us and subject to these Terms. Only the type and quantity of Points described in these Terms will be awarded. To the extent practicable, these Terms shall survive any termination, discontinuation, or cancellation, of the Program or your Loyalty Account.

Invalidity

The parties agree that the invalidity or unenforceability of any provision or part of these Terms shall not render any other provision(s) or part(s) hereof invalid or unenforceable and that such other provision(s) or part(s) shall remain in full force and effect.

Entire Agreement

These Terms represents the entire agreement between the Parties regarding the subject matter hereof and there are no understandings between the parties other than those specifically and particularly set forth in these Terms.

Binding Successors/Assignment

These Terms together with any amendments hereto, shall be binding upon and shall inure to the benefit of the Parties hereto and respective successors, assigns, heirs, and personal representatives.

Preservation of Rights/Waiver

No failure by a party to insist upon compliance with any term of these Terms, to exercise any option, enforce any right, or seek any remedy, upon any default of any other party shall affect or constitute a waiver of the first party's right to insist upon any such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to any default; nor shall any custom or practice of the parties at variance with any provision of these Terms affect or constitute a waiver of any party's right to demand strict compliance with all provisions of these Terms.

If you have any questions or concerns regarding the Program, please contact us at Loyaltyprogram@thelandingdispensaries.com.