GREEN MARKET EXCHANGE INC.

Terms of Service & End User License Agreement

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Please read these Terms carefully. They govern access to and use of the GMX website, software, business marketplace tools, consumer-facing features, and related services. If you use GMX for an organization, you agree to these Terms on that organization's behalf only if you have authority to do so.

1. Parties, scope, and acceptance

These Terms of Service & End User License Agreement (the "Terms") are an agreement between Green Market Exchange Inc., a Maine corporation ("GMX," "we," "our," or "us"), and the individual or legal entity using our Services ("you"). "Services" means the GMX website and hosted software platform, accounts, business administration tools, product and inventory catalogs, marketplace ordering tools, business integrations, available consumer features, documentation, and related functionality.

By creating an account, clicking to accept, or accessing or using the Services, you agree to these Terms and acknowledge the Privacy Policy published on our website. If you use GMX on behalf of a business or other entity, you represent that you are authorized to accept these Terms for that entity. If you do not agree, do not use the Services.

A separately signed agreement, subscription order form, or feature-specific addendum may impose additional conditions. If a signed agreement expressly conflicts with these Terms on a particular subject, the signed agreement controls for that subject. These Terms do not create an employment, agency, partnership, or fiduciary relationship with GMX.

2. Eligibility and business qualifications

Individual users must be at least 21 years old. The Services are intended for U.S. users in jurisdictions where the applicable features and activities are permitted. GMX may restrict access by location, account type, licensing status, or other eligibility criteria. Access to content does not mean a regulated product is available or lawful to buy, sell, possess, or transfer in your jurisdiction.

Business users must provide accurate business, licensing, and representative information when requested; possess and maintain all licenses, registrations, permits, and other authority applicable to their activities; and notify GMX when material eligibility information changes. Any verification performed by GMX does not relieve a participant of its own legal obligations or constitute a guarantee of that participant's compliance.

You may not falsely claim to be a manufacturer, brand owner, retailer, caregiver, seller, or authorized representative. GMX may suspend or limit features if we cannot reasonably verify applicable eligibility.

3. Limited software license (EULA)

Subject to your continued compliance with these Terms and payment of applicable fees, GMX grants you a limited, nonexclusive, nontransferable, nonsublicensable, revocable right to access and use the Services and any GMX-provided application solely for authorized business operations or permitted individual consumer use. Business use is expressly permitted within the scope of your account and GMX permissions.

The Services are licensed, not sold. GMX and its licensors retain ownership of the Services, software, code, interface, design, documentation, trademarks, and other proprietary materials, excluding User Content and third-party materials. No source-code rights or ownership interest are transferred.

Except where applicable law forbids restriction or GMX gives written permission, you must not copy or modify GMX software; reverse engineer it; circumvent security or usage limits; lease, sell, sublicense, or resell access; use unauthorized automated collection methods; or use the Services to build or operate a competing database by systematically extracting protected or nonpublic information. Any permitted downloaded application remains subject to this license and additional applicable app-store terms, if any.

4. Accounts, organizations, and permissions

Each individual is responsible for safeguarding account credentials, keeping profile details accurate, and promptly notifying GMX of suspected unauthorized access. Do not share personal login credentials or permit another person to impersonate your account.

Business users may belong to multiple GMX organizations and may hold different permissions in each. Organization owners and administrators are responsible for granting, reviewing, and removing access to their organizations. Membership in one organization does not authorize access to another organization's private data.

Actions taken by a user with an organization's assigned permissions may be attributed to that organization. Organizations are responsible for their authorized representatives and for reviewing business records or workflows before submission, confirmation, publication, or synchronization. GMX may enforce role-based access controls and limit administrative or accounting functions to eligible users.

5. Products, listings, inventory, and availability

Participating businesses may create and manage product catalogs, brands, images, descriptions, variants, packages, batches, harvest or production details, stock quantities, prices, and listing visibility. The submitting business is responsible for the accuracy, completeness, rights, and regulatory appropriateness of its listings and inventory records.

GMX may display listing and availability information to other businesses or consumers according to account permissions and publication settings. Product or inventory information may be delayed, incomplete, based on participant submissions, or derived from order activity rather than verified shelf inventory. A listing, price, status, or indication that an order was placed does not guarantee a product is physically available, delivered, in stock, reserved, or offered at a particular retail price.

Businesses must correct known errors promptly and must not present misleading potency, quantity, origin, compliance, pricing, promotional, or availability information. GMX may remove or restrict listings that reasonably appear inaccurate, unlawful, infringing, or inconsistent with our rules.

6. Marketplace requests, orders, and counterparties

GMX provides software that helps participating businesses discover one another, exchange product information, manage relationships, and create or manage wholesale orders and related records. Unless we expressly agree otherwise in writing, GMX does not buy, sell, manufacture, cultivate, distribute, transport, deliver, take title to, or take custody of products listed through the Services.

Contracts for underlying goods or services are between the relevant buyer and seller. Those parties determine whether to accept an order, final price, discounts, taxes, fulfillment, transportation, return and refund terms, and other transaction conditions. GMX does not process or hold the payment exchanged between wholesale marketplace counterparties. GMX processes only its own platform subscription charges as described below.

A GMX-generated order, invoice, notification, inventory entry, or other marketplace record is a workflow or recordkeeping tool and does not replace any required commercial documentation, regulatory record, delivery confirmation, or accounting reconciliation. Each participant must verify its records and independently meet applicable obligations. GMX cannot guarantee acceptance, delivery, payment, or performance by another participant.

7. Consumer discovery and content

Eligible consumers may access available features to discover participating businesses, brands, products, and information those participants choose to make visible. Consumer-facing product information is informational and may not reflect current retail stock or pricing. Users should confirm availability, eligibility, and terms directly with the participating business.

Unless a separately launched feature and additional terms expressly provide otherwise, consumer discovery through GMX is not a completed retail purchase, a reservation, a guarantee of delivery, or a medical consultation. GMX does not provide medical advice, diagnoses, or treatment recommendations, and product descriptions should not be relied upon as medical guidance.

Features may change over time and not every feature is offered in every jurisdiction or to every account type.

8. Regulated industry responsibilities

Businesses and individuals using GMX are independently responsible for applicable state, local, and federal legal requirements, including licensing, age restrictions, product handling, advertising, records, transportation, and tax rules. GMX is a technology provider and does not act as a substitute for an operator's legal, regulatory, accounting, or compliance professionals.

Cannabis remains subject to significant differences between state and federal law. Nothing in the Services or these Terms represents that an activity permitted by a state is necessarily permitted by federal law. You must not use GMX to arrange or facilitate transactions or transfers that are prohibited by laws applicable to you. GMX may decline to support activities or users where we reasonably identify a legal, safety, or regulatory concern.

You are responsible for any licenses or approvals needed for your own listings, orders, communications, or other regulated activities. GMX makes no promise that its software or a participant's information alone establishes legal compliance.

9. Subscriptions, recurring charges, and cancellation

Some business features require a paid subscription. Unless another written subscription order controls, paid plans are billed monthly and renew automatically each month until canceled. Before enrollment, GMX will disclose the applicable plan price, charge frequency, and material billing terms through checkout or the governing order. By enrolling, you authorize GMX and its payment provider to charge the designated payment method for recurring fees and applicable taxes.

You may cancel your subscription at any time through cancellation controls made available in your account or by contacting info@greenmarketexchange.com. GMX will provide any additional cancellation method or notice required by applicable law. Cancellation prevents future renewals once effective; it does not ordinarily terminate access already paid for during the current billing period. Keep your billing information current and allow reasonable processing time for requests submitted near a renewal date.

Monthly subscription fees are nonrefundable, and partial months are not prorated, except as required by applicable law or expressly agreed in writing. No refund limitation overrides nonwaivable statutory rights. GMX may make pricing changes with advance notice where required, applicable to subsequent billing periods. Failure to pay may result in suspension or limitation of paid features after notice when required.

GMX uses a third-party payment provider to process subscription payments and may retain billing and payment references; it does not itself store complete payment card numbers or card verification codes on its servers. Payment-provider terms may also apply.

10. Third-party integrations and accounting data

Business users with appropriate organization permissions may authorize optional connections to supported third-party accounting, inventory, point-of-sale, compliance, and other services (“Integrations”). The connected service may require separate approval or authorization by an eligible account administrator. Users must have authority to connect a service and to disclose, receive, and synchronize the relevant business information.

An Integration may exchange customer/contact information, product or service records, orders or invoices, line items, prices, quantities, taxes, payments or payment status, account mappings, and other information necessary for the specific enabled function. Functionality varies by provider and rollout stage. Some supported operations may use automatic or manual synchronization; some proposed changes received from another service require authorized review and approval before modifying GMX records. Not every category of invoice correction is necessarily supported.

GMX uses information received from an Integration for the requested Integration functions and associated security, support, and reconciliation—not for unrelated marketing, consumer product discovery, or cross-brand commercial analytics. You remain responsible for reviewing bookkeeping, matching, income-account classifications, duplicate entries, tax treatment, approved corrections, and other financial outcomes. GMX does not provide professional accounting or tax advice.

An authorized user may disconnect an Integration. Upon a disconnection request, GMX stops further synchronization through its connection even if the third-party provider is temporarily unavailable and, where supported, requests revocation of external authorization. Completion of external revocation may be pending; this does not authorize GMX to resume ordinary processing. Disconnecting does not reverse entries already made in third-party systems or necessarily remove independently maintained GMX transaction history. Applicable requests to delete Integration-derived data are handled as described in the Privacy Policy, subject to legitimate recordkeeping obligations.

Third-party products are governed by their providers’ terms and may be modified, unavailable, or discontinued independently of GMX. GMX is not sponsored, certified, or endorsed by a third-party provider merely because an Integration is available, and we do not guarantee uninterrupted access to any provider’s APIs.

11. User Content, confidential business information, and feedback

"User Content" includes materials you or your organization submit, upload, post, transmit, or authorize for synchronization, including product descriptions and images, business identifiers, pricing and inventory records, files, messages, and marketplace records. You retain ownership rights you have in User Content; you represent that you have sufficient rights and authority to submit it and permit the uses described here.

You grant GMX a nonexclusive, worldwide, royalty-free license during the applicable period of use and retention to host, reproduce, process, transmit, format, display, and make User Content available only as reasonably necessary to operate, secure, provide, maintain, and improve the requested Services and authorized visibility or transaction workflows. For content you mark or configure as public or consumer-visible, that license includes displaying it to the intended audience and promoting the relevant public listings or profiles within GMX. It does not authorize unrestricted commercial exploitation of nonpublic data, use of Integration-derived data for unrelated purposes, or disclosure contrary to the Privacy Policy.

Private business pricing, internal inventory, organizational data, and other nonpublic information are not automatically public simply because they are uploaded to GMX. Access depends on product features, listing settings, contractual sharing, and account permissions. Content legitimately disclosed to marketplace counterparties, including copies of transaction records, may remain available to those counterparties as explained in the Privacy Policy.

If you voluntarily submit feature suggestions or product feedback, GMX may use those ideas to improve its Services without an obligation to compensate you, but that does not transfer ownership of your separately identified proprietary materials or override applicable confidentiality agreements.

12. Acceptable use and prohibited conduct

You must not misuse the Services, violate others' rights, interfere with other users, or engage in conduct prohibited by applicable law or these Terms. Prohibited activities include:

- Misrepresenting your identity, business authority, licensure, products, pricing, stock, or transactional records; posting fraudulent, defamatory, infringing, or deceptive material.
- Accessing an organization's data without permission, sharing another person's credentials, probing for vulnerabilities without authorization, or bypassing account permissions.
- Uploading malicious code; disrupting networks or Services; scraping or harvesting restricted data; using unauthorized bots; or transmitting spam and unlawful promotions.
- Using GMX to conduct or facilitate prohibited transactions, distribute unlawful content, threaten or harass others, or invade privacy.
- Reproducing, reselling, or exploiting GMX software, nonpublic content, or protected marketplace data outside the licenses and permissions granted.

GMX may investigate suspected misuse and remove content, pause features, or suspend accounts where reasonably necessary for safety, security, legal compliance, payment failure, or enforcement. We may cooperate with lawful requests by public authorities as described in the Privacy Policy.

13. Copyright and intellectual-property complaints

If you believe material available through GMX violates your copyright or other intellectual-property rights, contact info@greenmarketexchange.com with your contact information, identification of the protected work, identification and location of the disputed material, your good-faith explanation, and any other information

needed to assess the claim. Where applicable, notices under the Digital Millennium Copyright Act should contain the required statutory statements and signature. GMX may remove disputed content and restrict repeat infringers as appropriate.

This section supplies a reporting channel and does not by itself claim that an official DMCA designated agent registration has been completed.

14. Notifications, service changes, and availability

GMX may provide account, security, order, integration, billing, and operational notices electronically through email, in-product messaging, or other channels supported by the Services. You agree to receive service-related communications necessary to operate your account, subject to applicable law. Optional promotional emails will include available opt-out methods.

Features, third-party services, hosting providers, and integrations may experience interruptions or changes. GMX may update, maintain, suspend, or discontinue features, with notice of material changes when required by law or agreement. We do not promise uninterrupted service or any specific uptime or support response time unless a separately signed agreement does so.

15. User and organization termination; historical records

You may stop using GMX and may delete an individual user account or request assistance under the available account procedures. Deleting an individual user account does not, by itself, delete the GMX organizations to which that user belonged, other members' access, or shared transaction history. Authorized organization representatives may request organization deletion through GMX's applicable process.

GMX may retain independently created GMX wholesale orders, invoices, line items, and necessary historical business information that has been shared with or relied upon by counterparties, including retailers retaining their invoice copies, subject to applicable law and the Privacy Policy. Data imported solely through an Integration is treated separately, including where deletion is required. Where available, export needed business records before terminating use.

GMX may suspend or terminate access for material violations, legal or security risks, or nonpayment, subject to applicable law and any controlling written agreement. Upon termination, the software license ends, but provisions intended to survive—such as intellectual property, permissible retention, limitations, dispute provisions, and outstanding payment obligations—continue as applicable.

16. Privacy and data handling

Our Privacy Policy, available through the GMX website, explains collection, use, disclosure, retention, deletion rights, and security practices for personal and business information. It also describes organization permissions, authorized counterparties, and third-party integration data handling. Privacy choices and legal rights are determined by the Privacy Policy and applicable law, not by a general waiver in these Terms.

Use of GMX may involve disclosure of business records to authorized transaction counterparties or organization members as part of the functions you select. Organizations should configure listing visibility and account permissions appropriately and avoid submitting information they are not authorized to share.

17. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GMX PROVIDES THE SERVICES “AS IS” AND “AS AVAILABLE” AND DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. GMX DOES NOT WARRANT THAT THE SERVICES OR PARTICIPANT-SUPPLIED CONTENT WILL BE ERROR-FREE, COMPLETE, UNINTERRUPTED, ACCURATE, OR APPROPRIATE FOR A PARTICULAR REGULATORY, MEDICAL, FINANCIAL, OR COMMERCIAL PURPOSE.

GMX DOES NOT GUARANTEE THE QUALITY, AVAILABILITY, LEGAL STATUS, DELIVERY, PAYMENT, OR PERFORMANCE OF PRODUCTS, BUSINESSES, TRANSACTION COUNTERPARTIES, OR THIRD-PARTY INTEGRATIONS. NOTHING IN THESE TERMS EXCLUDES A WARRANTY OR RIGHT THAT CANNOT LAWFULLY BE EXCLUDED.

18. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GMX AND ITS AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, BUSINESS, GOODWILL, OR DATA ARISING FROM THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF GMX FOR CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE FEES PAID BY YOU OR YOUR ORGANIZATION TO GMX FOR THE SERVICES DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; IF NO FEES WERE PAID, THE CAP IS $100. THESE LIMITATIONS DO NOT APPLY WHERE PROHIBITED BY LAW AND DO NOT EXCLUDE LIABILITY THAT CANNOT LEGALLY BE LIMITED. A SEPARATELY SIGNED CUSTOMER AGREEMENT MAY ESTABLISH DIFFERENT LIMITS.

19. Indemnification by business users

To the extent permitted by law, a business organization and the users acting on its behalf agree to defend, indemnify, and hold GMX and its personnel harmless from third-party claims, losses, and reasonable costs resulting from the organization’s unlawful or infringing User Content, fraudulent or unauthorized acts, violations of these Terms or applicable licensing obligations, or its underlying marketplace transactions—except to the extent arising from GMX’s own unlawful conduct or misconduct. This section applies to business use and is subject to applicable law and controlling written agreements.

20. Governing law and disputes

Except where mandatory law provides otherwise, these Terms are governed by Maine law without regard to conflict-of-laws principles. Subject to applicable nonwaivable consumer rights, disputes arising from these Terms or the Services will be brought in a state or federal court of competent jurisdiction located in Maine, and the parties consent to those courts’ jurisdiction.

These Terms do not impose mandatory arbitration. Any separate agreement to arbitrate must be affirmatively agreed by the relevant parties. If a particular provision is unenforceable, the rest remains in effect to the extent permitted by law.

21. Changes and general provisions

We may modify these Terms to reflect changes to our Services, practices, or legal requirements. The last-updated date will identify the current version. We will provide additional notice of material changes where

required; continued use after legally effective notice constitutes acceptance to the extent permitted by applicable law.

Failure to enforce a provision is not a waiver. You may not assign your rights under these Terms without GMX's consent, except as permitted by law; GMX may assign these Terms as part of a merger, acquisition, reorganization, or asset transfer subject to applicable requirements. Headings aid readability and do not change meaning. These Terms, together with applicable signed agreements, accepted order forms, feature addenda, and referenced policies, constitute the agreement governing the relevant Services.

22. Contact

Green Market Exchange Inc. | Maine, United States

Website: https://www.greenmarketexchange.com | Email: info@greenmarketexchange.com

Questions about these Terms, subscriptions, termination, privacy, or account access may be sent to the email address above.