

## GreenBids, LLC – Master Terms & Conditions Agreement

Last updated: April 2025

---

### Introduction

The wholesale cannabis market moves quickly and across state lines. GreenBids, LLC (“**GreenBids**,” “**we**,” “**our**,” or “**us**”) operates an online marketplace that lets licensed businesses buy and sell cannabis materials, equipment, and industry services. To streamline deals, we supply standard contracts: users negotiate only the commercial terms (price, quantity, delivery, etc.) while the legal terms in this Agreement automatically apply.

Our objectives are to

1. treat both sides fairly;
2. reduce transaction friction and misunderstandings, based on more than a decade of wholesale-cannabis experience; and
3. give parties a clear, fast path to resolve disputes.

**GreenBids is never a party to a transaction.** You—“**User**,” “**you**,” or “**your**”—trade entirely at your own risk. GreenBids assumes no liability for user-to-user deals and expressly disclaims liability arising from the form agreements we publish.

Questions or suggestions? Email [help@greenbids.com](mailto:help@greenbids.com).

---

### 1 Definitions

Unless the context requires otherwise, capitalised terms have the meanings below. Defined terms in singular include the plural and vice-versa.

- **Affiliate** – entity controlling, controlled by, or under common control with a party (≥ 50 % voting interest).
- **Applicable Law** – every federal, state, tribal, county, and municipal constitution, statute, regulation, ordinance, court order, guidance, licence condition, or agency rule that governs a User or a transaction (including cannabis-specific rules, export controls, data-privacy laws, and consumer-protection statutes).
- **Compliance Testing** – legally required potency or contaminant tests (or additional tests stated in an Order Form).
- **Confidential Information** – any non-public information a reasonable person would treat as confidential, including trade secrets, business plans, source code, personal data, and the terms of any Order Form.

- **Force Majeure** – events beyond a party’s reasonable control (e.g., natural disasters, war, terrorism, governmental action, pandemics, labour disputes, supply-chain interruptions).
  - **GreenBids Services** – the website, mobile apps, APIs, AI tools, and any other product or service we provide.
  - **Inspection Period** – ten (10) calendar days after physical or digital delivery unless a different period appears in the Order Form.
  - **Latent Defect** – a defect present at delivery but not discoverable through reasonable inspection within the Inspection Period.
  - **Listing Page** – the listing or auction page where a User describes Material, Equipment, or Services.
  - **Material** – cannabis, cannabis-derived product, equipment, or any other item identified in an Order Form.
  - **Materially Non-Conforming (“Non-Conforming”)** – Material that (a) deviates materially from an Order-Form spec, (b) fails Compliance Testing, or (c) is otherwise illegal to transfer.
  - **Order Form** – the electronic or written confirmation generated by the GreenBids platform that captures the parties’ commercial terms.
  - **Platform Fees** – fees published on the GreenBids pricing page for listings, auctions, premium features, or success fees.
  - **Regulator** – the state or tribal cannabis regulatory agency with jurisdiction over a User or a transaction.
- 

## 2 Acceptance of Terms

By accessing or using any GreenBids Services you (a) represent that you are at least 21 years old and duly licensed where required, and (b) agree to be bound by this Agreement and the then-current Platform Fees. If you disagree, do not use GreenBids.

---

## 3 Right to Modify

We may modify these Terms or Platform Fees at any time by posting an updated version. Changes become effective on posting; continued use = acceptance of the new Terms. Users waive separate notice.

---

## 4 Cannabis-Law Disclaimer

Cannabis remains a Schedule I controlled substance under the U.S. Controlled Substances Act; state-legal activity risks federal enforcement. GreenBids does not validate licences, verify compliance, handle cash, or possess cannabis. You are solely responsible for understanding and complying with Applicable Law.

---

## 5 Governing Law & Venue

### 5.1 Default Governing Law.

Unless an Order Form expressly designates a different jurisdiction, this Agreement—together with every Order Form executed under it—is governed by, and construed in accordance with, the laws of **\*\*the U.S. state or tribal territory in which the Seller named in the Order Form maintains its principal place of business\*\***, excluding that jurisdiction's conflict-of-laws rules.

### 5.2 Default Venue.

Any mediation, arbitration, or court proceeding arising out of, or related to, an Order Form shall be conducted in the capital city (or, if none, the most populous city) of the governing-law jurisdiction identified in § 5.1, **\*\*unless\*\*** all litigants agree in writing to another location.

### 5.3 Neutral Forum Option.

If the Parties mutually designate in the Order Form a different state's law or an arbitral forum (e.g., AAA in New York or JAMS in Denver), that written designation supersedes §§ 5.1 and 5.2 for that Order Form only.

### 5.4 Federal Jurisdiction Unaffected.

Nothing in this Section limits any Party's right to remove an action to U.S. federal court where subject-matter jurisdiction exists.

---

## 6 Platform Fees & Payment

- Fees are due as stated on the GreenBids pricing page and are non-refundable except as required by law or expressly stated.
- We may correct billing errors and issue revised invoices.
- Failure to pay may result in listing removal, account suspension, or termination.

GreenBids never handles buyer-to-seller payments and cannot refund or reverse them.

---

## 7 User Obligations & Acceptable Use

You must:

1. hold and maintain all licences, permits, and registrations required by Applicable Law;
2. post accurate listings and refrain from fraud, diversion, money-laundering, or any illegal conduct;
3. keep login credentials secure.

Prohibited conduct includes: reverse-engineering the platform, introducing malware, creating multiple accounts to evade fees, posting infringing or hateful content, or diverting cannabis to unlicensed persons. GreenBids enforces a **zero-tolerance** policy—violations may result in immediate suspension or permanent termination.

---

## 8 Community Guidelines

Treat everyone with respect. No discriminatory speech. No deceptive listings. Use strong passwords and MFA where available.

---

## 9 AI Tool Terms

AI features are for informational use only; you remain responsible for decisions. Do not tamper with, reverse-engineer, or use AI output to violate law. Using AI features grants GreenBids the right to collect anonymised usage data to improve services.

---

## 10 Recordkeeping & Regulatory Cooperation

After each transaction Users must keep complete, accurate records—manifests, licences, lab results, shipping documents—for the longer of (a) the statutory retention period under Applicable Law or (b) five (5) years. Users shall furnish records to counterparties or Regulators on lawful request and cooperate fully with any regulatory inquiry.

---

## 11 Indemnification

You shall defend, indemnify, and hold harmless GreenBids and its Affiliates, directors, officers, employees, and agents from any claim, loss, damage, liability, or expense (including reasonable attorneys' fees) arising out of or related to (a) your use of the Services, (b) your transactions, (c) your breach of these Terms, or (d) your violation of Applicable Law or third-party rights. The indemnity survives termination.

---

## 12 Dispute Resolution Between Users

GreenBids is not a party to user disputes. Users agree to:

1. negotiate in good faith for ten (10) days after written notice of a dispute;
2. if unresolved, mediate through the American Arbitration Association ("**AAA**") within sixty (60) days;
3. if still unresolved, arbitrate before a single AAA arbitrator under the AAA Commercial Arbitration Rules.

Venue = Wilmington, Delaware (unless parties agree otherwise). The arbitrator may award fees and costs to the prevailing party. Proceedings are confidential. A party may seek injunctive relief in court to protect IP or Confidential Information.

---

## 13 Force Majeure

A party is excused for delay caused by Force Majeure, provided it notifies the other party promptly and resumes performance when feasible. If Force Majeure lasts more than sixty (60) days, either party may terminate the impacted Order Form— or, if none, this Agreement—without liability other than payment for amounts already owed.

---

## 14 Confidentiality & Data Security

Each Receiving Party shall:

- use Confidential Information solely to perform or enforce this Agreement;
- protect it with at least reasonable care;
- disclose it only to personnel or advisers who need to know and are bound by comparable obligations.

These duties survive for five (5) years after disclosure or indefinitely for trade secrets. GreenBids employs reasonable technical and organisational safeguards but cannot guarantee absolute security.

---

## 15 Intellectual-Property Policy

Users grant GreenBids a non-exclusive, worldwide, royalty-free licence to host, display, and transmit user-submitted content for operating the platform. Users must not post content that infringes others' IP. GreenBids will remove infringing content upon notice and may suspend repeat infringers.

---

## 16 Age Restriction

All Users must be 21 years of age or older.

---

## 17 Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." GREENBIDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GREENBIDS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE GREATER OF **USD 1,000** OR THE PLATFORM FEES YOU PAID IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. GREENBIDS IS **NOT** LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

---

## 18 Limitation on Claims

Any claim arising out of or related to this Agreement must be filed within one (1) year after the cause of action accrues or it is permanently barred.

---

## 19 Third-Party Links

GreenBids may provide links to third-party sites for convenience; we do not endorse or control their content.

---

## 20 Notices

GreenBids will send notices to the email address on file or via in-platform messaging; keep your contact details current. Legal notices to GreenBids should be sent to [legal@greenbids.com](mailto:legal@greenbids.com) and to:

GreenBids, LLC, 1209 Orange St., Wilmington, DE 19801, USA, Attn: Legal Dept.

---

## 21 Miscellaneous

- **Entire Agreement** – These Terms and any Order Form(s) are the entire agreement between you and GreenBids regarding the Services and supersede prior agreements.
- **Severability** – If any provision is unenforceable, the remainder remains in effect.
- **No Waiver** – A waiver is effective only if in writing and applies solely to the matter waived.
- **Assignment** – You may not assign this Agreement without GreenBids' prior written consent; GreenBids may assign freely.
- **Electronic Signatures** – Clicking "I Agree" or similar constitutes a binding electronic signature. GreenBids logs the IP address, date, and time as proof.

CANNABIS AUCTIONS

State-specific addenda to the master terms of service:

## ALASKA — MASTER TERMS ADDENDUM

1. **Claim Window.** Any claim under the Master Terms by or against an Alaska User must be brought within **three (3) years** (Alaska Stat. § 09.10.053), replacing Section 18's one-year period.
2. **Exculpation Floor.** Section 17 does not waive liability for willful misconduct or gross negligence, consistent with Alaska public policy.

All other Terms remain in force for Alaska Users.

## CALIFORNIA — MASTER TERMS ADDENDUM

1. **Exculpation Floor.** Under Cal. Civ. Code § 1668, Section 17 does not waive liability for fraud, willful injury, or statutory violations.
2. **Reciprocal Attorneys' Fees.** Any unilateral fee provision in the Master Terms is deemed mutual (Cal. Civ. Code § 1717).

All other Terms remain in force for California Users.

## COLORADO — MASTER TERMS ADDENDUM

1. **Exculpation Floor.** Section 17's liability waiver is not enforceable to the extent it covers willful misconduct or gross negligence (*Jones v. Dressel*).

All other Terms remain in force for Colorado Users.

## CONNECTICUT — MASTER TERMS ADDENDUM



1. **CUTPA Waiver.** The Parties confirm that all GreenBids platform use is primarily for business purposes; therefore the Connecticut Unfair Trade Practices Act does not apply.

All other Terms remain in force for Connecticut Users.

## ILLINOIS — MASTER TERMS ADDENDUM

1. **Exculpation Floor.** Section 17 does not excuse liability for gross negligence or willful misconduct under Illinois public policy.

All other Terms remain in force for Illinois Users.

## MASSACHUSETTS — MASTER TERMS ADDENDUM

1. **Consumer-Protection Floor.** Section 17 does not limit remedies mandated by M.G.L. c.93A if that statute is deemed to apply.

All other Terms remain in force for Massachusetts Users.

## NEW JERSEY — MASTER TERMS ADDENDUM

1. **Reciprocal Attorneys' Fees.** Any unilateral fee clause is mutual under N.J.S.A. 56:12-5.
2. **Products-Liability Carve-Out.** Section 17's limitation of liability does not impair claims under the New Jersey Product Liability Act (N.J.S.A. 2A:58C-1 et seq.).

All other Terms remain in force for New Jersey Users.

## NEW YORK — MASTER TERMS ADDENDUM

1. **Exculpation Floor.** A waiver of liability for gross negligence or willful misconduct is void (*Kalisch-Jarcho v. City of NY*).

2. **Statutory Interest.** Post-judgment interest is limited to **9 % APR** (CPLR § 5004).

All other Terms remain in force for New York Users.

## OREGON — MASTER TERMS ADDENDUM

1. **Reciprocal Attorneys' Fees.** Any unilateral fee clause is mutual under ORS 20.096.

All other Terms remain in force for Oregon Users.

## RHODE ISLAND — MASTER TERMS ADDENDUM

1. **Reciprocal Attorneys' Fees.** Any unilateral fee clause is deemed mutual under Rhode Island law (e.g., §§ 6-1-13 and 9-1-45).

## TEXAS — MASTER TERMS ADDENDUM

1. **Products-Liability Carve-Out.** Section 17's limitation of consequential or punitive damages does not impair personal-injury claims under the Texas Products Liability Act (Tex. Civ. Prac. & Rem. Code § 82.005).

All other Terms remain in force for Texas Users.

## VIRGINIA — MASTER TERMS ADDENDUM

1. **Exculpation Floor.** Section 17 does not bar recovery for gross negligence or willful misconduct under Virginia public policy.

All other Terms remain in force for Virginia Users.

## WASHINGTON — MASTER TERMS ADDENDUM

1. **Reciprocal Attorneys' Fees.** Any unilateral fee provision in the Master Terms is construed as mutual under RCW 4.84.330.

All other Terms remain in force for Washington Users.

