

# CONSUMER TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("**AGREEMENT**") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND OUR COMPANY AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES, INCLUDING KARTBITES INC AND KARTBITES PRIVATE LTD (COLLECTIVELY, "**OUR COMPANY**," "**THE COMPANY**," "**WE**," "**U.S.**," OR "**OUR**").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

**INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, THE AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, THE “DISPUTE RESOLUTION” SECTION SETS OUT OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. YOU MAY ONLY PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT AS PROVIDED. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHT TO SEEK RELIEF IN COURT AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT YOU HAVE SIGNED MAY AFFECT YOUR RIGHT TO PARTICIPATE IN ANY PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE REFER TO THE DISPUTE RESOLUTION SECTION FOR ADDITIONAL INFORMATION REGARDING THIS ARBITRATION AGREEMENT, ITS POSSIBLE CONSEQUENCES, AND HOW TO OPT-OUT OF THIS ARBITRATION AGREEMENT.**

## **ACCEPTANCE OF THIS AGREEMENT**

Through web-based technologies and mobile applications, our Company provides access to the online Slurpalicious marketplace. This marketplace connects you with other consumers, restaurants, other businesses and independent delivery contractors ("contractors"). Using our website ("Slurpalicious"), developed by our Company, consumers can make orders for food or other products from various restaurants and businesses; these orders can be placed for pickup or delivery. After a delivery order has been placed, Slurpalicious notifies contractors that a delivery opportunity is available and makes it easy for them to fulfil their commitment to delivering the product to the end user. Slurpalicious will contact the

customer once a pickup order has been placed to inform them whether or not their order is ready for pickup at that time. Our Company is neither a dining place, food delivery service, nor food preparation company.

If you access the Slurpalicious website or access any information, function, or Service made available or enabled by our Company (each, a "service" and collectively, the "Services"), or complete our company account registration process, you, your heirs, assigns, and successors (collectively, "you" or "your") represent and warrant that you have read, understand, and agree to be bound by this Agreement.

The terms "user" and "users" refer to any and all individuals as well as any other persons who access or utilize services. This includes, but is not limited to, organizations that register accounts or access or use services via their respective agents. You may not access or use services under any circumstances, including those expressly permitted by this Agreement, if you do not agree to be legally bound by these terms.

#### **MODIFICATIONS SUBJECT TO THIS AGREEMENT**

Our Company has the right to modify the terms and conditions of this Agreement and its policies about the products or services at any time. These changes will become effective when a revised version of this Agreement is posted on the Slurpalicious website. You should make it a point to review this Agreement frequently, as your continued use of services after any changes to this Agreement indicates your acceptance of the new terms.

#### **ADDITIONAL TERMS AND POLICIES**

You consent to the collection, use, and sharing of your personal information following our Company's privacy policy, which is incorporated herein by reference. In addition, by utilizing Slurpalicious, you recognize and agree to be bound by the terms of this Agreement. You also agree to comply with any new company user policies published on our website or mobile application. This is a requirement of the Agreement between us. A few areas of our services may be subject to extra terms and conditions; we provide them below for your convenience.

#### **RULES AND PROHIBITIONS**

By utilizing our services, you agree to the following terms, which do not limit the applicability of other regulations or restrictions mentioned in this Agreement: you will only use services for legitimate reasons; you will not use them to communicate or store illegal content or for deceptive or fraudulent purposes; and

you will not engage in behaviour that is harmful to other users, our company personnel, or our community.

You undertake to use services in accordance with all applicable laws, including those concerning intellectual property, trade secrets, and any other rights belonging to third parties, such as their right to privacy or publicity.

You will not access services using any means not expressly authorized by our Company.

You agree not to use another user's account, not to impersonate any other person or entity, and not to forge or manipulate headers or identifiers in order to disguise the origin of any content transmitted via services.

You will not use services in a manner that disrupts, annoys, or is inconvenient to others.

You will not use services or any content accessible through services for any commercial purpose, including, but not limited to, contacting, advertising to, soliciting, or selling to any merchant, user, or Contractor, unless our Company has granted you prior written permission to do so. This includes contacting, advertising to, soliciting, or selling to any merchant, user, or Contractor, but is not limited to.

You agree not to reproduce or distribute products or any content provided through services, including the content displayed on merchant menus and reviews, for republication in any manner or medium.

You undertake not to directly or indirectly compile any content from services for any purpose other than your own personal, noncommercial use.

When you open an account or otherwise communicate with us, you agree that any information you supply will be correct, that you will notify us promptly of any changes to that information, and that you will provide us with any evidence of your identification that we may reasonably request.

You are responsible for maintaining the security and confidentiality of your account's password and any other identification credentials we may provide you with in order to access services.

You agree that you will only use the Slurpalicious services for your own personal purposes and that you will not directly or indirectly resell, license, or otherwise transfer the Slurpalicious services or any content displayed by services to third parties.

You undertake not to use services in a manner that might damage, disable, overburden, or otherwise impair any of our company servers or any network connected to any of our company servers.

You will not engage in any conduct that could grant unauthorized third parties access to services or any account, resource, computer system, or network linked to our company server.

You undertake not to probe, scan, or test the vulnerability of any system or network, nor to bypass or circumvent any security or authentication measures that our Company may implement to prevent or restrict access to or use of services or the content within.

You will not deep-link to any of our websites or access any of our websites manually or with any robot, spider, web crawler, automated process, or device in order to scrape, copy, index, frame, or monitor any portion or content of any of our websites.

You will not participate in scraping or any other systematic retrieval of data or other content from services.

Under no circumstances shall you attempt to harm other users, our Company, or services themselves.

You will not engage in any behaviour that our Company deems objectionable while using services, including but not limited to threatening, harassing, racist, or sexist behaviour.

Whenever you discover a problem, an error, an unauthorized access method, or a breach of our intellectual property rights while using services, you are required to notify us.

You will not exploit our coupon or credit code system in any way, including by redeeming multiple coupons at once or creating multiple accounts in order to take advantage of promotions that are exclusively available to first-time buyers.

You will not attempt to engage in any of the aforementioned activities. If we have reason to believe or irrefutable evidence that you have broken any of the aforementioned agreements, we reserve the right to temporarily disable or even permanently delete your account. This benefit cannot be transferred.

## **CONTRACTORS AND MERCHANTS ARE INDEPENDENT**

You acknowledge and agree that our Company provides a technological platform that connects you with independent food service providers and others that provide items through services ("merchants"), as well as independent third-party contractors who provide delivery services (collectively referred to as "contractors"). You acknowledge and agree that our Company does not prepare meals or provide delivery services on its own, nor is it responsible for the conduct or omissions of any merchant or Contractor. Merchant is the retailer; services our Company is committed to performing in accordance with this

Agreement do not comprise retail or food preparation activities. Our Company operates neither as a common carrier nor in the delivery business.

Our Company provides its consumers with a technology platform that facilitates the transmission of orders to merchants, where they can be picked up or delivered by contractors. Our Company is not required to evaluate or guarantee the suitability, legality, or competence of any contractor or Merchant. You acknowledge that our Company is not responsible for the food preparation performed by merchants or the food's safety, or for ensuring that the photographs or images displayed through services accurately reflect the food prepared by merchants and/or delivered by the Contractor and that our Company does not verify merchants' compliance with applicable laws or regulations. You further acknowledge that our Company is not responsible for whether the photographs or visuals published through services accurately depict the cuisine prepared by merchants. Our Company assumes no responsibility or liability for the conduct or omissions of any merchant or Contractor.

You acknowledge and agree that the goods you purchase will be prepared by the chosen Merchant, that title to the goods will pass from the Merchant to you at the Merchant's location, and that, for delivery orders, the Contractor will be directed by your instructions to transport the products to the location you have designated for delivery. You understand and agree that neither the Contractor nor our Company will acquire any ownership interest in the items you order through services, nor will either acquire title to the goods.

## **USER ACCOUNT**

There is a possibility that you will be required to create an account in order to use some features of the services. During registration and at all other times when using services, you are obliged to provide accurate, current, and complete information. Additionally, you must update the information to ensure that it is accurate, current, and comprehensive. You will be the only authorized user for any account you establish using services. You are fully and solely responsible for all activities that occur under your login credentials or account. You assume full responsibility for any unauthorized use of your password or account and agree to monitor your account to prevent access by minors. You also accept full responsibility for any unauthorized use of your password or account. You may not allow others permission to use your user status, nor may you assign or transfer your user account to another person or business under any circumstances. If you have any reason to believe that your password or account is being used by someone who is not authorized to do so, you must immediately notify our Company.

Our Company is not liable for any losses, damages, liability, costs, or fees incurred by our Company or a

third party as a result of someone else accessing your account, and you could be held liable for such losses, damages, liability, expenses, or fees. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if our Company has grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, our Company reserves the right to suspend or terminate your account and refuse any and all current or future use of services. If you supply any information that is untrue, inaccurate, not current, or incomplete, or if our Company has reasonable grounds to think that such information is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your account (or any portion thereof). When you use the services of our Company, we may give you a choice to use a single set of login credentials, or we may require you to create them. You understand and agree that you will not establish an account or use services of our Company that have already removed you from the site or if you have previously been banned from accessing services.

## **USER CONTENT**

**Collected content from users.** Our Company may present you with interactive possibilities through the usage of services. The option to post user ratings and reviews, commonly known as "user content," is one such possibility. You warrant and represent that you are the owner of all user content that you submit, post, or otherwise communicate through services, that you have the legal right to do so, or that you otherwise have the authorization to offer that user content. You further represent and warrant that any user content you submit, post, and/or otherwise transmit through services (i) does not violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) does not contain any material that is false, intentionally misleading, or defamatory; (iii) does not contain any material that is unlawful; and (iv) does not contain any material that encourages disorderly conduct. You hereby grant our Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the user content in connection with our company's business and in all forms now known or hereafter developed ("uses"), without notifying you and/or obtaining your approval. You grant our Company a license to use your username, first name and last initial, and/or other user profile information, including without limitation your rating history, to attribute user content to you in connection with such uses without notifying you or obtaining your consent. This permission is given despite the fact that neither of these is provided. You acknowledge that this license allows other users permission to access and use your user content in conjunction with their participation in services and as permitted by services' functionality. In addition, you acknowledge that this license allows you authority to do so. For the avoidance of dispute, the license granted to our Company in this Agreement will remain effective after

services or your account has been cancelled. If you post user content that violates this Agreement or any community or content guidelines that we may publish or that we deem objectionable for any reason, our Company reserves the right to remove or disable access to that user's content from services, suspend or terminate your account at any time, or pursue any other remedy or relief available to it under equity or law. These actions may occur without your previous knowledge. You understand and agree that our Company reserves the right to monitor and/or delete your user content at any time and for any reason it deems fit, but it is under no obligation to do so. Our Company may also access, read, preserve, and disclose any information that our Company deems necessary to (a) comply with any applicable law, regulation, legal process, or governmental request, and (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security, or technical issues, (d) respond to user support requests, or (e) protect the rights, property, or personal safety of our Company and its affiliates.

## **FEEDBACK**

You acknowledge and agree that any submission of ideas, suggestions, and/or proposals to our Company through its suggestion, Feedback, wiki, forum, or similar pages (collectively referred to as "feedback") is at your own risk and that our Company has no obligations (including confidentiality obligations) with respect to such Feedback. You represent and warrant that you possess all necessary rights to submit the Feedback, and you grant our Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute, and/or otherwise use such Feedback. Additionally, you confirm that you own all required permissions to submit the Feedback. You acknowledge and agree that any submission of ideas, suggestions, and/or proposals to our Company through its suggestion, Feedback, wiki, forum, or similar pages (collectively referred to as "feedback") is at your own risk and that our Company has no obligations (including confidentiality obligations) with respect to such Feedback. You represent and warrant that you possess all necessary rights to submit the Feedback, and you grant our Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute, and/or otherwise use such Feedback. Additionally, you confirm that you own all required permissions to submit the Feedback.

## **RATINGS AND REVIEWS**

To the extent that you will be asked to contribute ratings and reviews of merchants or other companies

(referred to herein as "ratings" and "reviews"), such ratings and reviews will be considered user content and subject to the terms and restrictions of this Agreement. The opinions stated in ratings and reviews are not endorsed by our Company or any of its subsidiaries or affiliates. Our Company shall have no responsibility for ratings and reviews, as well as any claims for economic loss resulting from such ratings and reviews. You agree to the following terms and conditions because we are committed to keeping a high level of integrity with regard to the ratings and reviews that are published or otherwise made available through services, (i) You will base any rating or review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business in which you have an ownership interest, employment relationship, or other affiliation, as well as for any of that Company's competitors; (iii) We reserve the right to remove any User Content without prior notice if, in our sole discretion, we deem that any Rating or Review may compromise the reliability of the Ratings or Reviews.

### **COMMUNICATIONS WITH OUR COMPANY**

You consent to receive messages from our Company, contractors, and third parties providing services to our Company via email, text message, phone calls, and push notifications to the cellular telephone number you supplied to our Company. This includes accepting and sending communications from our Company, contractors, and third-party service providers. You accept that you may receive communications created by automatic telephone dialling systems and/or which transmit prerecorded messages delivered by or on behalf of our Company, its related companies, and/or Contractor. This includes, but is not limited to, notifications regarding orders placed through your account on services. There is a chance that message and data rates will apply. In the settings section of your account, you can adjust your notification preferences if you do not wish to receive promotional emails, text messages, or other sorts of communications. To opt out of receiving promotional text messages from our Company, you simply send the text message "stop" from the cell device on which you are now receiving them. It is crucial to remember that the text messages exchanged between you and our Company regarding delivery are transactional texts and not promotional texts.

### **E-SIGN DISCLOSURE**

When you create an account with our Company, you consent to the firm using an electronic record to track your Agreement. You may revoke your consent to use the electronic record at any time by sending an email to our Company with the subject "revoke electronic consent."

If you wish to save a copy of this disclosure, you will need (i) a device (such as a computer or mobile phone) with a web browser and internet connectivity and (ii) either a printer or storage space on such a

device. This disclosure can be viewed and saved if you have access to (i) and (ii) a password. Send an email to our Company with your contact information and mailing address to receive a free hard copy or to update the contact information we have on file for you.

## **INTELLECTUAL PROPERTY OWNERSHIP**

Our Company alone (and its licensors, as applicable) shall own all rights, titles, and interests in and to the Slurpalicious services, including all applicable intellectual property rights. Our Company is under no obligation to offer Slurpalicious service support or maintenance. This Agreement is not a sale, and it does not transmit to you any ownership rights in or relating to the Slurpalicious services or any intellectual property rights owned by our Company. The names and logos of our Company, as well as the names of the products linked with the Slurpalicious services, are trademarks of our Company or third parties, and you have no right or license to use them in any way. You undertake not to delete, change, or obscure any notices of copyright, trademark, service mark, or other property rights that are included in or accompany the Slurpalicious services.

## **PAYMENT TERMS**

**PRICES & CHARGES** (a) Our Company is not required to list its costs, profits, or margins when posting these rates; (b) Our Company has the right to change these prices at any time, and (c) Our Company is not liable for any errors or omissions in this document. When it comes to some transactions, the subtotals presented at the checkout are mere estimates that may end up being higher or lower based on the real totals calculated in-store after you have completed the checkout process. Our Company reserves the right to charge your selected payment method for the total purchase price. Except for taxes based on our Company's income, you are responsible for paying any and all transaction taxes that may apply to services delivered to you in accordance with this Agreement. Our Company retains the right to issue a second charge to your payment method if the initial charge does not match the total amount, including the subtotal, fees and gratuity displayed to you at checkout and/or after the tip has been selected. This is done to ensure that the total amount charged matches the total amount presented at checkout and/or after gratuity has been selected. The processing of all payments will be handled by Slurpalicious or its payment processor. Your preferred mode of payment will be utilized for all account-related transactions. If any of your payment information changes, your card issuer may provide us with the updated card information. In order to prevent disruptions to your use of services, we may use these new details as well as information from previously used cards. If you would like to use a different means of payment or if the method of payment has changed, please ensure your billing information is accurate.

**NO REFUNDS.** Your completed and delivered orders will not be eligible for a refund of any fees previously paid. Our Company is not required to give refunds or credits, but the business has the right to do so at its own discretion in every circumstance.

### **PROMOTIONAL OFFERS AND CREDITS.**

Any user may receive a promotional offer from our Company, which, at the Company's sole discretion, may contain a variety of features and be priced differently. These promotional offers are subject to the terms of this Agreement and may only apply to the users mentioned in each offer. The terms of this Agreement are applicable to these offerings. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by our Company; (iii) are subject to the specific terms that our Company establishes for such promotional offers; (iv) cannot be redeemed for cash or cash equivalent; and (v) In the event that our Company determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms, our Company reserves the right to make any necessary changes or withdraw the offer at any time. All promotional offers are subject to our Company's terms and conditions for promotional offers and credits, the most recent version of which is available on our website and is incorporated herein by reference. Our Company may also provide consumers with complimentary credits redeemable for the purchase of additional services. Credit granted by our Company is only valid for six months from the date it was issued unless expressly prohibited by the applicable law, and it cannot be redeemed for cash or other items that can be purchased with cash. Once your credits' expiration date has passed, they will be removed from your account. Credits that have expired are not redeemable for cash and cannot be used for any transaction. Credits provided to a user's account by our Company can only be redeemed on the Slurpalicious platform.

### **FEES FOR SERVICES**

Our Company reserves the right to make any price adjustments to our services deemed necessary or appropriate for the functioning of our business. These price alterations may include but are not limited to modifications to our shipping fees, service fees, small order fees, and surge prices. Additionally, our Company may charge merchant fees for orders placed through services. These merchant fees may include commissions and other fees, and we reserve the right to modify them as we see fit for our business or to comply with applicable law. Additionally, our Company may charge merchant fees for orders placed through services.

## **REFERRAL PROGRAM**

Our website contains the terms and conditions for the Slurpalicious referral program (under the heading "referral program"). Under the terms of the referral program, our Company allows its registered users in good standing to earn complimentary credits as promotional rewards by inviting eligible friends to register as new users and place their initial order through services by using a unique referral I.D. link (also referred to as a "personal link"). For each qualified referral generated using the user's personal link, the user is eligible to get a gratis credit, as described on the company referral program website. This credit is determined according to the program's definition of a qualified Referral. You understand and agree that we reserve the right to modify the Referral Program's terms and conditions at any time, as well as to stop the Referral Program altogether.

## **DISPUTE RESOLUTION**

**PLEASE READ THE FOLLOWING SECTION CAREFULLY; IT REQUIRES YOU TO ARBITRATE DISPUTES WITH OUR COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT. "**

**SCOPE OF ARBITRATION AGREEMENT** You agree that any dispute or claim relating in any way to your access or use of services as a user of services, to any advertising or marketing communications regarding our Company or services, to any products or services sold or distributed through services that you received as a user of our services, or to any aspect of your relationship or transactions with our Company as a user of our services shall be resolved by binding arbitration, as opposed to a court of law (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This arbitration agreement applies without restriction to any and all claims that arose or were asserted prior to the effective date of this Agreement, regardless of whether this Agreement was in effect at the time.

BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU ELECT NOT TO PARTICIPATE IN CASES THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS AGAINST OUR COMPANY. THAT ATTEMPT TO BRING CLASS-ACTION CLAIMS

YOU AGREE IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK FINANCIAL OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE ACTION. IF YOU DO AGREE TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST OUR COMPANY. INTO AN INDIVIDUAL ARBITRATION PROCEEDING. YOU MAY BE AWARDED

MONEY OR OTHER RELIEF BY AN ARBITRATOR IN THE EVENT THAT YOU ARE SUCCESSFUL IN MAKING SUCH CLAIMS.

### **INFORMAL RESOLUTION**

You and our Company agree that making good-faith informal efforts to address a dispute can frequently result in an expedient, low-cost, and mutually beneficial resolution. You and our Company have therefore agreed that, before either of you demands arbitration against the other, we will personally meet and confer over the phone or via videoconference in an effort to resolve any claim covered by this mutual arbitration agreement in a manner that is not binding on either of us. In the event that you are represented by counsel, your attorney may participate in the conference, but you are expected to attend the full conference as well. The first party to bring a claim is obligated to notify the other party with written notice of its, his, or their purpose to commence an informal dispute settlement conference. Unless the parties agree to extend the time, this meeting must take place within sixty days of the other party receiving the requisite notice. Send an email to our Company with the subject line "notification of intention to initiate informal dispute resolution conference" and provide a description of your allegation. This will notify our Company of your plan to initiate a conference for informal dispute resolution. During the interim between the party receiving the notification and the informal conference for the resolution of the dispute, it is appropriate for the parties to attempt to settle the initiating party's claims. Prior to initiating the arbitration procedure, the parties are obliged to participate in a conference for the resolution of their dispute. During the time that this paragraph requires the parties to engage in informal dispute resolution, the statute of limitations and filing fee deadlines must be tolled.

**ARBITRATION RULES AND FORUM.** In every respect, the Federal Arbitration Act governs this Arbitration Agreement (often known as the "FAA"). In the event that the FAA's rules and procedures cannot be utilized for any reason, the state law applicable to arbitration agreements in your state of residence shall be applied. According to paragraph 12, in order to commence an arbitration proceeding, a party must send notice of intent to initiate arbitration and attest to the informal dispute settlement. If this notice is to be sent to our Company, it must be emailed to the attorney who represented our Company in the informal dispute resolution process, or if there was no such attorney, it must be mailed to the general counsel, in accordance with the rules of the informal dispute resolution process and the terms of this Agreement. A description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the amount in controversy). Mandatory filing of arbitration demands with ADR Services, Inc. The fees that shall apply to ADR Services, Inc.-administered arbitrations are listed on ADR

Services, Inc.'s website as of December 21, 2020, and are accessible there. Disputes shall be governed by the most recent version of the ADR Services, Inc. Arbitration Rules in force as of December 21, 2020.

To be more specific, ADR Services, Inc.'s Mass Employment Arbitration Fee Schedule will be applied when twenty (20) or more arbitration claims are submitted that: (1) involve the same or similar parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or similar issues. In all other instances, the rates specified in the General Fee Schedule maintained by ADR Services, Inc. shall be applied. ADR Services, Inc.'s set rules will govern the payment of all filing, administrative, and arbitration fees. The parties have agreed to jointly select an alternative arbitral forum in the event that ADR Services, Inc. is unable to conduct the arbitration. You have the option of having the arbitration conducted in person in your county of residence or at another mutually agreed upon location. You may also choose to do the interview over the phone or via video conferencing.

**ARBITRATOR POWERS.** Any dispute regarding the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any portion of this Arbitration Agreement is void or voidable, shall be resolved by the arbitrator and not by any court or government agency on the federal, state, or local level. The arbitrator has sole authority to resolve any such disagreement. An arbitrator, and not a court, has the only jurisdiction to settle any disputes over the payment of arbitrator or Arbitration-organization fees, including the timeliness of such payments and penalties for nonpayment. During the arbitration, your and our Company's respective rights and responsibilities, if any, will be determined. Except as specifically agreed upon in this Agreement, the arbitration action will not be combined with any other matters or linked in any way with any other proceedings or parties. The arbitrator should have the authority to grant motions that are dispositive of all or a portion of any claim or dispute. The arbitrator will have the authority to award monetary damages on an individual basis and any non-monetary remedy or relief available to an individual under applicable law, the rules of the arbitration forum, and this Agreement. In addition, the arbitrator will be able to grant injunctive relief (including this Arbitration Agreement). The arbitrator will issue a written statement of decision detailing the significant facts and findings upon which any award (or decision not to deliver an award) is based, as well as the calculation of any damages awarded. The award will only be binding between the parties, and it will not have any effect that could be interpreted as preclusive in any subsequent arbitration or other proceeding involving a different party. The arbitrator must comply with all applicable legislation. The arbitrator holds the same ability as a judge in a court of law to provide particular remedies on a case-by-case basis. You and Our Company are both expected to adhere to the

arbitrator's final and binding decision.

**WAIVER OF JURY TRIAL** YOU AND OUR COMPANY. WAIVE ALL CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL RELATING TO THIS AGREEMENT. With the exception of the situations stated in the preceding section, you and our Company have agreed to have any claims or disputes resolved through arbitration. In arbitration, neither a judge nor a jury is present, and judicial review of arbitration awards is limited.

**WAIVER OF CLASS OR CONSOLIDATED ACTIONS.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU AND OUR COMPANY WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. EXCEPT AS EXPRESSLY PERMITTED IN THE PRINCIPAL SECTION OF THE DISPUTE RESOLUTION AGREEMENT, ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AS OPPOSED TO A CLASS OR COLLECTIVE BASIS. A CLAIM ON BEHALF OF MORE THAN ONE CUSTOMER OR USER MAY NOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH A CLAIM ON BEHALF OF ANY OTHER CUSTOMER OR USER EXCEPT WHERE EXPRESSLY PERMITTED IN THESE TERMS. Nonetheless, if this waiver of class or consolidated actions is deemed to be invalid or unenforceable with respect to a particular claim or dispute, neither you nor our Company is eligible for arbitration of such a claim or dispute. Instead, all of these claims and disputes will be brought before a court for resolution in accordance with these Terms. This clause does not prohibit you or our Company from participating in a class-wide claims settlement.

**NO EFFECT ON INDEPENDENT CONTRACTOR AGREEMENT.** THIS AGREEMENT SHALL NOT SUPPLANT, CHANGE, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND OUR COMPANY RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A CONTRACTOR. TO AVOID CONFUSION, IF YOU ARE A CONTRACTOR, CHOOSING TO OPT OUT OF THE ARBITRATION AGREEMENT DESCRIBED IN THESE TERMS WILL HAVE NO EFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH OUR COMPANY.

**SURVIVAL.** This Arbitration Agreement will survive any termination of your relationship with Our Company.

**MODIFICATION.** We both agree that, notwithstanding any contrary provision in the Agreement, if our Company makes any future major change to this arbitration agreement, it will not apply to any individual claim(s) that you have already notified our Company of. If our Company makes any future material changes to this arbitration agreement, those changes will not apply to any claim(s) for which you have previously given our company notice.

## **THIRD-PARTY INTERACTIONS**

### **Third-Party Websites, Applications, and Advertisements**

Services may contain links to third-party websites ("third-party websites"), programs ("third-party applications"), and ads ("third-party advertisements") (collectively referred to as "third-party websites & advertisements"). When you click a link to a third-party website, third-party application, or third-party advertisement, our Company will not inform you that you have left our Company's website or services. When you click on such a link, our Company will not inform you that you are subject to the terms and conditions (including privacy policies) of another website or destination. These advertisements and websites do not fall within the jurisdiction of our Company, which is responsible for our own content. Our Company disclaims all liability for third-party websites, third-party applications, and third-party advertisements. Our Company does not review, authorize, monitor, endorse, warrant, or make any representations regarding these third-party websites & advertisements or the items or services they provide. When you click on any links inside adverts or third-party websites, you do so at your own risk. Before proceeding with any transaction involving a third party, you should review the applicable terms and policies, including those pertaining to privacy and data gathering practices of any third-party websites or third-party applications, and conduct any investigation you deem necessary or appropriate.

**APP STORES.** You understand and accept that Slurpalicious and its services are dependent on the third party from whom you purchased the application license, such as the Apple iPhone or Android app stores (hereinafter referred to collectively as the "app store"). You acknowledge and agree that this Agreement is exclusively between you and our Company and does not in any way include the App Store. Our Company and not the App Store is solely responsible for the products and services, including the mobile application(s), the content of the mobile application(s), the maintenance, support services, and warranty for the mobile application(s), and the handling of any claims relating to the mobile application(s) (e.g., product liability, legal compliance or intellectual property infringement). To use Slurpalicious and services, you must have access to a wireless network, and you agree to pay any and all fees associated with having such access. You agree to pay all applicable App Store fees associated with the Slupalicious

or services. When you use Slurpalicious or associated services, you agree to comply with all applicable third-party terms of Agreement (such as the App Store's terms and standards), and your license to use Slurpalicious and associated services is contingent on your compliance with all applicable third-party terms of Agreement. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "country that provides support for terrorist organizations" and that you are not listed on any U.S. Government list of prohibited or restricted parties. In addition, you represent and warrant that you are not a resident of a country that the U.S. Government has identified as a "nation that supports terrorism." You understand and agree that each App Store (and its affiliates) is a third-party intended beneficiary of this Agreement and is entitled to enforce its terms and restrictions. You also acknowledge and agree that this Agreement applies to each affiliate of the App Store.

### **TRANSACTIONS INVOLVING ALCOHOL**

You may have the option to have alcoholic beverages delivered to your house or place of business in some locations and from some merchants. You understand and agree that if you live in the United States and receive delivery there, you will not order alcoholic beverages unless you are at least 21 years old. You understand and agree that if you receive your cargo in a country other than your own, you will not order alcoholic beverages unless you are of legal age in that country. You further agree that, upon delivery of alcohol items, you will present government-issued identification showing your age and that the recipient will not be drunk upon receipt of such products. This responsibility falls under the "distribution of alcoholic beverages" in the preceding clause. You acknowledge and agree that neither our Company nor the Contractor can accept your order for alcoholic beverages and that your order will only be fulfilled if the Merchant agrees to do so. If you place an order for alcoholic beverages, you recognize and understand that our Company and the Contractor are unable to accept your order. The Contractor maintains the right to refuse delivery if you cannot present a valid government-issued I.D., if the name on your I.D. does not match the name on your order, or if you are visibly intoxicated. In the event that the Contractor is unable to complete the delivery of alcohol products for one or more of the aforementioned reasons, a non-refundable restocking fee of \$20 will be assessed to your account, and no refunds will be issued.

### **INDEMNIFICATION**

You agree to indemnify and hold harmless our Company and its officers, directors, employees, agents, and affiliates (each an "indemnified party") from and against any losses, claims, actions, costs, damages, penalties, fines, and expenses, including without limitation attorneys' fees and expenses, that may be

incurred by an indemnified party arising out of, relating to or resulting from (a) your user content; (b) your misuse of the products or services; or (c) you agree that in the case of any claim, allegation, action, or process claiming any matter that could potentially be covered by the agreements in this section, you will pay for the indemnified party's defence, including all reasonable expenses and attorney's fees paid by the indemnified party. If any matter potentially covered by the agreements in this section is alleged to have occurred, this section will govern. You undertake to fully cooperate with our Company in asserting any applicable defences if it exercises its right to assume, at its own expense, the exclusive defence and control of any matter that might otherwise be subject to indemnification by you. Our Company retains the right to take such action. This section does not require you to indemnify any indemnified party for its negligence, fraud, deception, false promise, misrepresentation, concealment, suppression, or omission of any material truth relating to our products or services. This provision exempts you from such a requirement. You understand and agree that even if this Agreement is terminated or your access to our products and/or Services is revoked for any reason, these conditions will continue to be in force.

#### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SLURPALICIOUS SERVICES IS ENTIRELY AT YOUR OWN RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND YOU ACCEPT THIS FACT. CHANGES ARE REGULARLY MADE TO THE PRODUCTS AND SERVICES, AND THESE CHANGES MAY OCCUR AT ANY TIME WITHOUT NOTICE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXCLUDED BY THIS DISCLAIMER. OUR COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH SLURPALICIOUS OR SERVICES, TEXT, GRAPHICS, OR LINKS.

OUR COMPANY DOES NOT WARRANT THAT THE SLURPALICIOUS SERVICES WILL FUNCTION ERROR-FREE OR ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IN ADDITION, OUR COMPANY DOES NOT GUARANTEE THAT THE SOFTWARE OR SERVICES ARE VIRUS-FREE. OUR COMPANY SHALL NOT BE LIABLE FOR THOSE ECONOMICAL COSTS IF YOUR USE OF THE SLURPALICIOUS SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA.

## **INTERNET DELAYS**

There is a chance that the Slurpalicious services will be impacted by the inherent limitations, delays, and other problems associated with the internet and electronic communications. Our Company is not liable for any delays, delivery failures, or damage, loss, or injury resulting from such problems unless expressly stated in our Company's privacy policy or required by relevant law. Our Company is not responsible for any delays, delivery failures, or any damage, loss, or injury.

## **BREACH AND LIMITATION OF LIABILITY**

**General.** You are aware of and consent to the fact that one of the most important aspects of services, as well as this Agreement, is your and our shared aim to maintain that the Service is easy to use and effective, as well as to offer our products and Services at reasonable prices. You acknowledge that the limitations on remedies and liabilities that are outlined in this Terms are intended to maintain our products and Services as user-friendly and effective, as well as to keep expenses to a minimum for all Users and that you understand and agree to those limitations.

**Liability.** OUR COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO OUR COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW. RESIDENTS OF NEW JERSEY ARE SUBJECT TO THE MAXIMUM ALLOWABLE LIABILITY UNDER THIS CAP IN ITS ENTIRETY.

**Disclaimer of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND OR TYPE. THIS APPLIES TO ALL CLAIMS, WHETHER CONTRACTUAL, DELICTUAL, OR OTHERWISE (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF DATA, REVENUE, USE, AND ECONOMIC ADVANTAGE). THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE OR FOR ANY INJURY CAUSED BY OUR COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION

## **EXCLUSIVE VENUE**

You and our Company both agree that any and all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the USA, to the extent that this Agreement permits the parties to initiate litigation in a court. This provision applies only to the extent that the parties are permitted to initiate litigation in a court.

## **TERMINATION**

Suppose you violate this Agreement, our Company may respond based on a number of factors, including, but not limited to, the gravity of your actions and the existence of a pattern of harmful activity.

Additionally, our Company may, at its sole discretion, alter or discontinue our products or services, or modify, stop, or terminate your access to our products or the Service, for any reason, with or without notice to you, and without liability to you or any third party. These actions may be performed with or without cause, and in such cases, our Company is not liable to you or any third party. Our Company maintains the right to pursue civil, criminal, or injunctive recourse, in addition to suspending or terminating your access to our products or Service. This right is in addition to the right of our Company to suspend or terminate your access to our products or Service. This Agreement shall remain enforceable even after your permission to use our products or services has been withdrawn or otherwise terminated. The termination of this Agreement does not impact the provisions that, due to their inherent nature, are meant to survive in order to fulfil their respective functions.

## **PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

It is the policy of our Company to terminate the membership privileges of any User who repeatedly infringes copyright upon prompt notification to our Company by the copyright owner or the copyright owner's legal agent. This policy applies to any user who accesses or uses our company website or software. If you suspect that your work has been copied and uploaded to services in a manner that constitutes an infringement of your copyright, please provide our copyright agent with the following information. This is not meant to limit what has been said previously. (a) the electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on services of the material that you claim is infringing; (d) your address, telephone number, and email address; and (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. To reach our Copyright Agent for notice of claims of copyright

infringement, contact general counsel using the information listed on the company website.

**NO JOINT VENTURE OR PARTNERSHIP.** By virtue of this Agreement or your use of our products or services, there will be no joint venture, partnership, employment, or agency relationship between you and our Company or any third-party provider. This includes and is not limited to employment and agency.

**CHOICE OF LAW.** Without giving effect to any principles that provide for the application of the law of any other jurisdiction, this Agreement is governed by the laws of the United States of America as long as they are consistent with the Federal Arbitration Act.

**SEVERABILITY.** Unless otherwise expressly stipulated in this Agreement, the invalidity of any term of this Agreement shall not impact the validity of the remaining provisions, which shall remain in full force and effect despite the invalidity of the provision at issue.

**ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES.** The following terms and conditions apply to all Slurpalicious software obtained from the apple app store ("app store-sourced application"), regardless of whether it was downloaded or accessed through the apple app store:

You understand and agree that the Agreement is (i) exclusively between you and our Company, not apple, and (ii) our Company, not Apple, is solely responsible for the app store-sourced application and its content. You must comply with the app store terms of Service in order for your use of the app store-sourced application to be legal.

You acknowledge that Apple is in no manner obligated to provide maintenance and support services for the app store-originated application.

If the app store-sourced application fails to adhere to any relevant warranty, apple will reimburse you the purchase price, if any, for the app store-sourced application. To the maximum extent permitted by law, apple shall have no other warranty obligations with respect to the app store-sourced application. You may tell apple if the app store-originated application does not comply with any applicable guarantee. Apple will then refund the cost of the item. Regarding apple, our Company is solely responsible for any additional claims, losses, liabilities, damages, costs, or expenses resulting from any failure to adhere to any guarantee.

You and our Company understand that, as between our Company and apple, apple is not responsible for addressing any claims you or any third party may have in connection with the app store-sourced application or your possession and use of the app store-sourced application. Included among these claims,

but not limited to: (i) product liability claims; (ii) any claim that the app store sourced application fails to adhere to any relevant legal or regulatory requirement; and (iii) any claim that the app store sourced application infringes on a third party's intellectual property rights.

You and our Company acknowledge that, as between our Company and apple, in the event of any third-party claim that the app store sourced application or your possession and use of that app store sourced application infringes that third party's intellectual property rights, our Company, not Apple, will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim to the extent that is required by this Agreement. You agree that this provision is applicable to the extent.

You and our Company acknowledge and agree that Apple and apple's subsidiaries are third-party beneficiaries of the terms as they relate to your license of the app store sourced application, and that, upon your acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms as they relate to your license of the app store sourced application against you as a third-party beneficiary thereof. This right will become effective if you accept the terms and conditions.

You must comply with any applicable third-party terms of the Agreement when using an app store sourced application, despite the fact that this need is not limited by any other provisions of the terms.

**NOTICE.** If our Company requires you to supply an email address, it is your responsibility to provide the Company with the most recent version of your email address. Even if the email address that you most recently provided to our Company is invalid or for some other reason is unable to deliver to you any notices that are required or permitted by this Agreement, the fact that our Company sent the email containing such notice will still be considered sufficient notice. You have the option of sending us a notice on our company website. This notice shall be deemed delivered on the first business day following the day it was received by Our Company.

**ELECTRONIC COMMUNICATIONS.** For the purposes of the contract, you (1) consent to receive communications from our Company in an electronic form, and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that our Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Specifically, you agree that all terms and conditions, agreements, notices, and disclosures that our Company provides to you electronically satisfy any requirement that such communications would satisfy if they were in writing; this consent and Agreement covers all of the terms and conditions, agreements, notifications, and disclosures that are sent to you electronically by our Company. You acknowledge that it

is your duty to ensure that all of the contact information you provide, including your email address, is kept up to date at all times. This paragraph in no manner infringes upon the statutory rights that you already possess in any way.

**TRANSFER AND ASSIGNMENT.** You are not permitted to transfer or assign this Agreement and any rights and licenses provided hereunder; however, our Company may assign this Agreement and any rights and licenses granted hereunder without limitation. Any effort to transfer or assign this Agreement violates the terms outlined below and will not be valid. This Agreement binds and benefits each party, as well as that party's successors and allowed assignee, and this Agreement inures to the benefit of all of these parties.

**ENTIRE AGREEMENT.** This Agreement constitutes the parties' final, exhaustive, and exclusive Agreement with respect to its subject matter. In addition, it supersedes and combines any earlier negotiations between the parties on this subject and replaces them with this Agreement. In contrast, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and our Company concerning your work as an employee or independent Contractor, including, but not limited to, any Independent Contractor Agreement governing your efforts as a Contractor.