

Terms of Service

Thank you for your interest in the FetchMealcohol.com application for your mobile device (the "App") provided to you by FetchMealcohol.com. ("Company" "us" or "we"), and our web site at <https://www.fetchmealcohol.com/> (the "Site"), as well as all related web sites, networks, downloadable software, and other services provided by us and on which a link to this Terms of Service is displayed (collectively, together with the App and Site, our "Service"). These Terms of Service (these "Terms"), including the Privacy Policy incorporated into these Terms by reference and any other applicable policies and guidelines, as may be updated from time to time, govern your use of the Service. These Terms constitute a legal agreement between you and Company. In order to use the Service you must agree to these Terms. Also visit our [Privacy Policy](#).

These Terms provide that with limited exceptions all disputes between you and Company arising out of or relating to these Terms or your use of the Service will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters covered by Section 17.3 of these Terms. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section 17 ("Dispute Resolution and Arbitration") for the details regarding your agreement to arbitrate most disputes with Company.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.

Company provides a mobile app and web-based technology platform that connects consumers, retail stores, and restaurants, with independent contractor couriers to facilitate on-demand delivery services (the "Platform"). Through the Platform consumers may request that merchandise or food be delivered to them from particular retail locations or restaurants. Couriers can access the Platform and receive delivery opportunities. Company is not a retail store or food preparation entity.

As provided in greater detail in these Terms, you agree and acknowledge these material Terms:

- The App is licensed, not sold to you, and you may use the Service only as set forth in these Terms;
- Your use of the Service may be subject to separate third party terms of service and fees, including without limitation your mobile network operator's ("Carrier") terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- You consent to the collection, sharing, and use of your personally identifiable information in accordance with Company' Privacy Policy;

- The Service is provided "as is" without warranties of any kind, and Company' liability to you is limited; and
- Disputes arising under these Terms will be resolved by binding arbitration.

BY ACCEPTING THESE TERMS, YOU AND Company ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE TO WAIVE YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the Dispute Resolution and Arbitration section below for the details regarding your agreement to arbitrate any disputes with Company.

1. Account Access

You must be at least eighteen (21) years old to use the Service. By agreeing to these Terms, you represent and warrant to us:

1. That you are at least eighteen (21) years old to receive food delivery and twentyone (21) to receive alcohol delivery;
2. That you have not previously been suspended or removed from the Service; and
3. That your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

2. Accounts and Registration

To access some features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your name, credit card information, e-mail address, phone number or other contact information). You agree that the information you provide to us is accurate and that you will keep it up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and any password for Facebook, Google, or other third party login. You accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, you must immediately notify us via our Help Center.

3. Scope of License

The App is licensed, not sold, to you for use only under the terms of this license. Company reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with these Terms, Company hereby grants you a personal, limited, revocable,

non-transferable license to use the App on compatible devices that you own or control, solely for your non-commercial use.

You may not modify, alter, reproduce, distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the App. If you breach these license restrictions, or otherwise exceed the scope of the license granted in these Terms, you may be subject to prosecution and legal damages, as well as liability for infringement of intellectual property rights. These Terms will govern any updates provided to you by Company that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license in which case the terms of that license will govern.

4. Payment Terms

4.1. General Payment Terms

Certain features of the Service, including the placing of orders using the Service, may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept an estimate of the fees that you will be charged. Please visit our Help Center for information on how we calculate the fee estimate. All fees are in U.S. Dollars and are non-refundable. This no refund policy applies at all times regardless of your decision to terminate your usage, our decision to terminate your usage and any disruption caused to our Service for any reason whatsoever.

Company, at its sole discretion, may offer credits or refunds on a case-by-case basis; all credit and/or refund requests must be made within fifteen (15) days after the delivery was completed. Company may change the delivery or other fees for any feature of the Service, including by adding fees, on a going-forward basis at any time.

Company will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. Company reserves the right to determine final prevailing pricing. (Please note the pricing information published on the website may not reflect the prevailing pricing.) Company, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We may change the fees for the Service at any time as we deem necessary for our business. We encourage you to check our website periodically to learn more about how we charge for the Service.

4.2. Authorization

You authorize FetchMe Alcohol to charge all sums for orders that you make and services you select to the payment method specified in your account. When you order on fetchmealcohol.com, a temporary pre-authorization hold is placed on your payment card to verify that the card is valid and has credit available for your intended purchase. Once your order is complete, you will be charged the final order total and the pre-authorization hold will be lifted within 24-72 business hours, depending on your

bank. The pre-authorization hold remains even if an order is canceled by a customer or by fetchmealcohol.com and may remain on your card for up to 5 business days.

Fetchmealcohol.com also places an initial temporary pre-authorization hold on each new payment method you add to your account.

4.3. Delinquent Accounts

If payment for purchases on your account is delinquent, your account information may be sent to a collection agency / debt collector and you may be subject to a collection action, and payment of collection related fees and costs. If you have questions regarding an outstanding balance on your account, please contact us via our Help Center.

4.4. Customer Not Available

Fetchmealcohol.com reserves the right to charge a customer the full order amount if that customer is not at the designated delivery location when the courier arrives to complete the delivery.

4.5 Cancelled Orders

If you cancel your fetchmealcohol.com order you may be charged depending on what stage the order was in when you cancelled. If you cancel a delivery after it has been accepted but is not yet being prepared by the merchant, you will not be charged a cancellation fee. If you cancel a delivery after a merchant has started preparing your order, you will be charged the price of the items, including applicable taxes, plus a cancellation fee of up to \$4. If you cancel a delivery after it is out for delivery, you will be charged the full price of the order.

4.6 Returned Items

If an item has to be returned for any reason, you may be subject to a non-refundable \$15 return/restocking fee. For alcohol items, the courier reserves the right to refuse delivery and return the item(s) if the name on your ID does not match the name on your order, if you are not at least twenty-one (21) years old ("Legal Age"), if you cannot provide valid government-issued photo ID that you are Legal Age, or if you are visibly intoxicated.

5. Third-Party Interactions

5.1. Third-Party Providers

During use of the Service, you may purchase goods and services from third-party merchants through the Service. Any such activity, and any disputes, terms, conditions, warranties or representations associated with that activity, is solely between you and the applicable third party. Fetchmealcohol.com and its licensors shall have no liability, obligation or responsibility for any purchase or transaction between you and any third-party provider. In no event shall fetchmealcohol.com or its licensors be responsible for any content, products, services or other materials on or available from third-party sites or third-party providers. Certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use

of or access to such goods or services, and fetchmealcohol.com disclaims any and all responsibility or liability arising from such agreements between you and a third party.

5.2. Couriers

You may engage third-party Couriers through the Service to provide delivery services to you and may interact with those Couriers. Any interactions or disputes between you and a Courier are solely between you and that Courier. Fetchmealcohol.com and its licensors shall have no liability, obligation or responsibility for any interaction between you and any Courier.

5.3. Third-Party Advertising

The Service may contain third-party advertising and marketing. By agreeing to these Terms you agree to receive such advertising and marketing.

5.4. Links to Third Party Sites

The Service may contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

6. Your Use of the Service

In order to use the Service, you agree to the following:

- The Service, including any content that forms part of the Service, contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including copyright;
- You will not violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials;
- Unless expressly permitted, you may not alter, modify, create derivative works of, sell, license or in any way exploit any part of the Service, and you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without prior written authorization;
- You agree not to bypass any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human use;
- You agree not to perform any fraudulent activity, including impersonating any person or entity, or accessing any other Service account without permission;
- You agree not to decipher, reverse engineer, decompile or disassemble the Service, or the software used to provide the Service, in whole or in part, or authorize, direct, or cause a third party to do so;
- You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service, or any portion thereof, unless and solely to the extent

fetchmealcohol.com makes available the means for embedding any part of the Service;

- You agree not to access, tamper with, or use non-public areas of the Service, fetchmealcohol.com (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Company' providers;
- You agree not to use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Service or to extract data;
- You agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Company is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Service;
- You agree that your use of the App may incur third-party fees, such as fees charged by your Carrier for data usage, and may be subject to third-party terms, such as your Carrier's terms of service, and you agree to pay all such fees and abide by all such terms;
- You agree not to introduce viruses, time-bombs, worms, cancelbots, trojan horses and/or other harmful code into the Service;
- Alcoholic beverages (including but not limited to beer, wine, cider, and spirits, as applicable; all referred to as "Alcoholic Beverages") may only be purchased by individuals, including without limitation Customers, who are Legal Age. If you are a Customer, you expressly represent and warrant that: (i) you are of Legal Age; and (ii) you will provide bona fide government-issued photo identification to your courier upon delivery to you. Valid forms of identification include but are not limited to: (i) a valid motor vehicle operator's license, (ii) a passport issued by the U.S. or by a foreign government, or (iii) a valid identification card issued to a member of the Armed Forces that includes a date of birth and a picture, showing your Legal Age. Deliveries of Alcoholic Beverages may not be made to anyone who is intoxicated, regardless of his or her age. You further understand and acknowledge that neither Company nor the courier can accept your order of Alcoholic Beverages, and the order will only be delivered if the third-party merchant accepts your order; and
- You agree not to do any of the acts described in this Section 6, or to assist or permit any person in engaging in any of the acts described in this Section 6.

7. Consent to Use of Data

Please see Company' Privacy Policy, for more information regarding information Company collects, and how it uses and shares that information.

8. Intellectual Property Ownership

The Service, and the media and materials contained in the Service, including all intellectual property rights in the Service, are the sole and exclusive property of Company

and its licensors. Except for the limited license expressly granted by and to you under these Terms, no other rights, licenses, or immunities are granted or shall be deemed to be granted under these Terms, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by Company in these Terms are expressly reserved.

9. Feedback

You may choose to, or Company may invite you to, submit comments, bug reports, ideas or other feedback about the Service ("Feedback"). By submitting Feedback, you agree that Company is free to use such Feedback at its discretion without any obligation to you. Company may also choose to disclose Feedback to third parties. You hereby grant Company a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

10. Communications

10.1 Text Messaging

By using the Services or Software, you agree that the Company and those acting on its behalf may send you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages. You will not be able to use the Services or Software without agreeing to receive operational text messages. You may opt-out of receiving marketing text messages at any time by sending an email to us indicating that you no longer wish to receive marketing texts along with the phone number of the mobile device receiving the messages. You may opt-out of receiving all text messages from Company at any time by deactivating your account or sending an email to us indicating that you no longer wish to receive any text messages, along with the phone number of the mobile device receiving the messages. You may continue to receive text messages for a short period while the Company processes your request, and you may also receive text messages confirming the receipt of your opt-out request. Text messages may be sent using an automatic telephone dialing system. Your agreement to receive marketing texts is not a condition of any purchase or service offered by Company. If you change or deactivate the phone number you provided to Company, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number.

10.2 Push Notifications

When you install our app on your mobile device you agree to receive push notifications, which are messages an app sends you on your mobile device even when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

10.3 Email

You agree that we may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

11. Indemnity

You are responsible for your use of the Service, and you agree to defend (at Company' option) and indemnify Company and its officers, directors, employees, contractors, consultants, affiliates, investors, service providers, business partners, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

1. Your violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
2. Your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or
3. Any dispute or issue between you and any third party, including any Courier, restaurant or other third-party merchant

Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations) and you agree to cooperate with our defense of that claim. If the defense or settlement is assumed by you, Company may at any time thereafter elect to take over control of the defense and settlement of the claim. You must not settle any claim without Company' prior written consent.

12. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY Company TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Company MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. Company DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; THAT THE SERVICE OR ANY PRODUCTS OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR THAT THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Company' SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. Company IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Company RELIES UPON RESTAURANTS AND OTHER THIRD-PARTY FOOD AND BEVERAGE PROVIDERS AND RETAILERS TO PROVIDE ACCURATE ALLERGEN AND DIETARY INFORMATION AND GENERAL PRODUCT SAFETY. Company DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE THROUGH THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, INCLUDING WITHOUT LIMITATION MENUS, NUTRITIONAL AND ALLERGEN INFORMATION, PHOTOS, FOOD QUALITY OR DESCRIPTIONS, PRICING, HOURS OF OPERATION, OR REVIEWS. ALL CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE RELIANCE ON ANY INFORMATION PROVIDED THROUGH THE SERVICE IS SOLELY AT YOUR OWN RISK, INCLUDING WITHOUT LIMITATION NUTRITIONAL AND ALLERGEN INFORMATION.

Company DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A RESTAURANT OR OTHER THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR THIRD-PARTY SERVICE, AND Company WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

13. Limitation of Liability

IN NO EVENT SHALL Company' AGGREGATE LIABILITY EXCEED THE FEES ACTUALLY PAID BY YOU TO Company IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR \$100, WHICHEVER IS LESS. IN NO EVENT SHALL Company AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE OR OTHER ECONOMIC ADVANTAGE) EVEN IF Company AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

THE SERVICE CONNECTS YOU TO COURIERS AND MERCHANTS FOR THE PURPOSES OF FACILITATING COURIER SERVICES. Company WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY COURIERS AND YOU EXPRESSLY WAIVE AND RELEASE Company FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE COURIERS. Company WILL NOT ASSESS THE QUALITY, SAFETY, OR LEGALITY OF THE ITEMS PROVIDED BY MERCHANTS OR RETAILERS ON THE PLATFORM, AND YOU EXPRESSLY WAIVE AND RELEASE Company FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO MERCHANTS, RETAILERS, AND THE ITEMS THEY PROVIDE. Company WILL NOT BE A PARTY TO DISPUTES OR NEGOTIATIONS OF DISPUTES, BETWEEN YOU AND ANY

COURIERS, MERCHANTS, OR RETAILERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SERVICE (WITH ALL THEIR IMPLICATIONS) RESTS SOLELY WITH YOU. IN ADDITION, WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE Company FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SERVICE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THE QUALITY OF THE COURIER SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY COURIER WHO ULTIMATELY PROVIDES DELIVERY SERVICES TO YOU. YOU UNDERSTAND THAT BY USING THE SERVICE, YOUR ITEMS MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS OR HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

14. Notice

Company may give notice by any means of communication reasonably anticipated to notify you of the information provided. By way of example only, such communication may be a general notice on the Service or via email to the email address listed on your Company account. It is your obligation to update your account information so that we may contact you as may be necessary. Such notice shall be deemed to have been given 48 hours after dispatch. If physical notice (e.g., US Mail) is used, then such notice shall be deemed to have been given 7 days after dispatch.

You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address:

FetchMe LLC.

1500 Pumphrey Ave

Auburn AL 36832

Attention: CEO

15. Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may

assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

16. Term and Termination of Agreement

These Terms are effective until terminated by you or Company as described below. Your rights under these Terms will terminate automatically without notice from Company if you fail to comply with any of these Terms (including by violating any license restriction contained in these Terms). In addition, Company may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate these Terms at any time by closing your account, uninstalling the App, and ceasing use of the Service.

17. Dispute Resolution and Arbitration

17.1. Disputes

Company is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, any Courier or other third party. Disputes between a user and Company are subject to this Section 17.

17.2. Generally

In the interest of resolving disputes between you and Company in the most expedient and cost effective manner, you and Company agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND Company ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

17.3. Exceptions

Despite the provisions of the paragraph directly above, we both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either of us to:

1. Bring an individual action in small claims court;
2. Pursue an enforcement action through the applicable federal, state, or local agency if that action is available;
3. Seek injunctive relief in a court of law; or
4. To file suit in a court of law to address an intellectual property infringement claim.

17.4. Arbitrator

Any arbitration between you and Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us.

17.5. Notice Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice").

Company' address for Notice is:

Company Address or our Email address listed on our website.

1. Describe the nature and basis of the claim or dispute; and
2. Set forth the specific relief sought ("Demand")

We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

If our dispute is finally resolved through arbitration in your favor, Company will pay you the highest of the following:

1. The amount awarded by the arbitrator, if any;
2. The last written settlement amount offered by Company in settlement of the dispute prior to the arbitrator's award; or
3. \$1,000

17.6. Fees

If you commence arbitration in accordance with these Terms, Company will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules.

Any arbitration hearing will take place at a location to be agreed upon in an agreeable county of both parties, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted:

1. Solely on the basis of documents submitted to the arbitrator;
2. Through a non-appearance based telephone hearing; or
3. By an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address

If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

17.7. No Class Actions

YOU AND Company AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

17.8. Modifications

If Company makes any future change to this arbitration provision (other than a change to Company' address for Notice), you may reject the change by sending us written notice within 30 days of the change to Company' address for Notice, in which case your account with Company will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, will survive.

17.9. Enforceability

If Section 17.7 is found to be unenforceable or if the entirety of this Section 17 is found to be unenforceable, then the entirety of this Section 17 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

18. Modification of these Terms

We reserve the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Service, except as set forth below. These Terms identify the date of last update. Your use of the Service following any such change constitutes your agreement to be bound by the modified Terms of Service. In the case of material changes to these Terms, we will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through a pop-up window on the Service, or other similar mechanism.

Material changes to these Terms will be effective upon the earlier of:

1. Your first use of the Service with actual notice of such change, or
2. 30 days from posting of such change.

Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications.

19. General

These Terms are governed by the laws of the State of which the complaint is filed without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and Company agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Plaintiffs County, for the purpose of litigating any dispute. No joint venture, partnership, employment, or agency relationship exists between you, Company or any third-party provider as a result of the Terms or use of the Service.

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

This Agreement comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained in these Terms.

20. Notice Regarding Apple

To the extent that you are using our mobile applications on an iOS device, you further acknowledge and agree to the terms of this Section 21. You acknowledge that these Terms are between you and Company only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service and the content thereof.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service.

Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to:

1. Product liability claims;
2. Any claim that the Service fails to conform to any applicable legal or regulatory requirement; and
3. Claims arising under consumer protection or similar legislation

Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the mobile application infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

You hereby represent and warrant that:

1. 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 "terrorist supporting" country; and
2. You are not listed on any U.S. Government list of prohibited or restricted parties.