

FOOD LOOP MARKETPLACE CONSUMER TERMS OF SERVICE

Date of Last Revision:

Acceptance of These Terms of Service

FL Marketplace LLC ("Food Loop Marketplace," "we," "us," or "our") provides our Services (described below) to you through our website(s) located at www.flmarketplace.org, www.myfoodloop.com and others (the "Site") and through our mobile applications and related technologies, including the marketplace platform ("Mobile Apps", and collectively, such Mobile Apps and the Site, including any updated or new features, functionality and technology, the "Service"). All access and use of the Service is subject to the terms and conditions contained in these Consumer Terms of Service (as amended from time to time, these "Terms of Service"). By accepting these Terms of Service or accessing, browsing, or otherwise using the Site, Mobile Apps, or any other aspect of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Service.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service by visiting the www.flmarketplace.org/termsofservice link on the Site and under the "Terms of Service" section of our Mobile App. We will also notify you of any material changes, either through the Service user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service, so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Service. If you do not agree to any changes to these Terms of Service, you must stop using the Services and terminate your account.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE (SEE SECTION DISPUTE RESOLUTION AND BINDING ARBITRATION) AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST FOOD LOOP MARKETPLACE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Your Privacy: At Food Loop Marketplace, we respect the privacy of our users. For more information, please see our Privacy Policy, located at www.flmarketplace.org/privacypolicy and under the "Privacy Policy" section of our Mobile App (the "Privacy Policy"). By using the Service, you consent to our collection, use and disclosure of personal data and other data as outlined therein. The Privacy Policy is incorporated herein as part of these Terms of Service by reference.

Additional Terms: In addition, when using certain features through the Service, you will be subject to any additional terms applicable to such features that may be posted on or within the Service from time to time. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Service Description: The Service is designed to provide a digital marketplace that connects customers on the Service ("Customers") with third party independent service providers, including local

restaurants and merchants on the Service (“Merchants”) with whom Customers may place orders for food and related goods through the Service (“Orders”) and independent hire delivery service providers on the Service who deliver such Orders (“Drivers”).

Your Registration Obligations: You may be required to register for an account with Food Loop Marketplace or provide information about yourself (e.g., name and email address) in order to access and use certain features of the Service. You agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Food Loop Marketplace of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Food Loop Marketplace will not be liable for any loss or damage arising from your failure to comply with this paragraph.

Modifications to Service: Food Loop Marketplace reserves the right to modify or discontinue, temporarily or permanently, any Service (or any part thereof) with or without notice. You agree that Food Loop Marketplace will not be liable to you or to any third party for any modification, suspension or discontinuance of any Service.

General Practices Regarding Use and Storage: You acknowledge that Food Loop Marketplace may establish general practices and limits concerning use of the Service, including the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Food Loop Marketplace’ or its third-party service providers’ servers on your behalf. You agree that Food Loop Marketplace has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Food Loop Marketplace reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Food Loop Marketplace reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Alcohol Policy: The Service may allow you to order alcohol products from Merchants, as permitted by applicable law. If you place an Order that includes alcohol products, you represent and warrant that you are at least 21 years of age. You agree that upon delivery of an Order containing alcohol products or your pickup of such Order, you will provide valid government-issued identification as proof of your age. You further agree that Drivers and Merchants may withhold delivery or refuse your pickup of an Order of alcohol products if you or the person on your behalf receiving the delivery of, or picking up, such Order appears intoxicated at the time of such delivery or pickup. You understand that if you do not comply with the terms in this Section, any alcohol product you order through the Service will not be released to you, and you may forfeit the cost of such alcohol products and/or be responsible for any restocking fees.

Independence of Merchants and Drivers: By agreeing to these Terms of Service or accessing or otherwise using the Service, you understand and agree that the Service is a technology service and that Food Loop Marketplace does not itself provide any retail, food preparation, delivery, or transportation services, nor is it a common carrier. Merchants and Drivers on the Service are independent third parties, and not employees, agents, joint venturers, or partners of Food Loop Marketplace. Food Loop Marketplace has no responsibility or liability for the acts or omissions of any Merchants or Drivers (including any of their personnel). Merchants are required to comply with all applicable laws, rules and regulations (“Laws”), including those relating to the preparation, sale, and marketing of food, and applicable health and safety laws. However, Food Loop Marketplace does not verify any Merchant’s compliance with any applicable Laws and is not responsible or liable for any Merchant’s failure to comply with such Laws. Food Loop Marketplace does not guarantee the quality of food or other goods sold by any Merchant through the Service, or the accuracy of any marketing materials, including any descriptions, images or photos, regarding any such goods uploaded by Merchants to the Service. You agree that goods ordered from a Merchant

will be prepared at such Merchant's location, and title to such goods will pass to you at such Merchant's location. Drivers are required to comply with all applicable Laws, including all traffic laws, requirements of motor vehicle agencies, and applicable insurance requirements. You agree that Drivers will be directed by your instructions, as applicable, to transport goods you order through the Service to the location that you designate. Drivers are not actual agents, apparent agents, ostensible agents, consultants or employees of Food Loop Marketplace. You further agree that neither Food Loop Marketplace nor any Driver holds title to or acquires any ownership interest in any goods that you order through the Service.

Conditions of Access and Use

User Conduct: You agree to not use the Service to:

- a) Email, upload any content, or in any other manner that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of Food Loop Marketplace, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Food Loop Marketplace or its users to any harm or liability of any type;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- c) violate any applicable local, state, national, or international law, or any regulations having the force of law;
- d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) solicit personal information from anyone under the age of 18;
- f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- i) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
- j) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content (as defined below)) available on or through the Service, including through the use of virtual private networks; or
- k) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Food Loop Marketplace from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

Ratings and Reviews: The Service may allow you to upload to the Service ratings or reviews of Merchants and Drivers (collectively, "Reviews"). To the extent that you provide any Reviews, such Reviews are considered User Content hereunder. You acknowledge and agree that Reviews are not endorsed by Food Loop Marketplace and do not represent the views of Food Loop Marketplace. Food Loop Marketplace

is not responsible and has no liability for any Reviews. Food Loop Marketplace strives to maintain Reviews at a high level of integrity. In furtherance thereof, you agree that: (i) you will only base Reviews on your first-hand experience with a Driver or Merchant; (ii) you will not provide Reviews for any Merchant with whom you have an ownership interest, employment relationship or other affiliation or for any competitor of such Merchant; (iii) you will not submit a Review in exchange for payment or other benefits; (iv) any Review you submit will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (which may be found at <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>); and (v) your Reviews will otherwise comply with these Terms of Service. We reserve the right to remove any Review by you from the Service and/or to suspend your ability to upload Reviews if we determine, in our sole discretion, that any Review by you could impair the integrity of the Service (including the integrity of Reviews) or otherwise violates these Terms of Service.

Fees: To the extent the Service or any portion thereof is made available for any fee, you may be required to select a payment plan and provide information regarding your credit card or other payment instrument. You represent and warrant to Food Loop Marketplace that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with Food Loop Marketplace or Stripe (as defined below) as applicable, of any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Food Loop Marketplace the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. If your payment plan includes an ongoing subscription that is automatically renewed periodically, you hereby authorize Food Loop Marketplace (through Stripe) to bill your payment instrument in advance on such periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Food Loop Marketplace know within fifteen (15) days after the date that Food Loop Marketplace charges you. We reserve the right to change Food Loop Marketplace' prices. If Food Loop Marketplace does change prices, Food Loop Marketplace will provide notice of the change through the Service user interface, a pop-up notice, email, or through other reasonable means, at Food Loop Marketplace' option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the Service, other than taxes based on Food Loop Marketplace' net income.

Payment Processing: All payments will be processed using the preferred payment method designated in your account. If your payment details change, you or your card provider may provide us with updated payment details. We may use these new details or details from other payment methods on file in order to help prevent any interruption to your use of the Services. This includes our right to charge any payment method on file if your initial form of preferred payment fails. It is your responsibility to keep your billing information up to date. Notwithstanding any amounts owed to Food Loop Marketplace hereunder, **FOOD LOOP MARKETPLACE DOES NOT PROCESS PAYMENT FOR ANY SERVICES.** To facilitate payment for the Service via bank account, credit card, or debit card, we use Stripe, Inc. and its affiliates ("Stripe"), a third-party payment processor. These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at <https://stripe.com/legal> and Stripe's Global Privacy Policy available at: <https://stripe.com/privacy> (collectively, the "Stripe Agreements"). By agreeing to these Terms of Service, users that use the payment functions of the Service also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact Stripe for more information. Food Loop Marketplace assumes no liability or responsibility for any payments you make through the Service.

Refunds and Cancellations: Payments made by you hereunder are final and non-refundable, unless otherwise determined by Food Loop Marketplace. You may cancel your subscription by following the instructions provided on the Service.

Merchant Prices for Orders: You understand that: (i) the prices for menu or other items displayed

through the Services may differ from the prices offered or published by Merchants for the same menu or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold and may change at any time without notice, (ii) Food Loop Marketplace has no obligation to itemize its costs, profits, or margins when publishing such prices; and (iii) pricing may change at any time, in the discretion of Food Loop Marketplace or the Merchant (depending on which party sets the given price). For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final in-store totals. In those situations, Food Loop Marketplace reserves the right to temporarily authorize or place a hold on your payment method for an amount that may be greater than the amount shown at checkout and to charge your payment method the final price after checkout. In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, Food Loop Marketplace reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected.

Taxes: You are liable for all transaction taxes (other than taxes based on Food Loop Marketplace's income), including sales tax, use tax, goods and services tax, and other transaction taxes if applicable, on the Services provided under this Agreement. If transaction taxes, including sales tax, use tax, goods and services tax, and other transaction taxes, are applicable, Food Loop Marketplace reserves the right to charge you additional amounts on account of such taxes.

Personal Usage Right: You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, grant access to, transfer, or otherwise use or exploit any portion of the Services; provided, that you may use and access the Services solely for your personal (non-commercial) purposes.

Mobile Services and Software

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device, and (iii) the ability to access certain features and content through Mobile Apps (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Food Loop Marketplace and other entities by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Food Loop Marketplace account information to ensure that your messages are not sent to the person that acquires your old number.

Communication Services: By using the Service and providing us with your telephone numbers, you are consenting to be contacted by Food Loop Marketplace, its affiliates or its partners, including Drivers and Merchants, by telephone (on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, email, fax, telephone or any means (each, a "Communication Service"), even if you even if you have opted in to the National Do Not Call List, any state Do Not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Communication Service. You do not have to consent to receive calls or text messages from Food Loop Marketplace, its affiliates or its partners in order to use the Service. In the event you no longer wish to receive telephonic or other communications from us, our affiliates or our partners, you agree to notify Food Loop Marketplace, its affiliates and its partners directly. In the event you change or deactivate your telephone number or email address, you agree to promptly update your Food Loop Marketplace account information to ensure that your messages are not sent to the person that acquires your old telephone number or email address.

By clicking the Register & Agree button below and providing your phone number above, you agree to Food Loop Marketplaces' Privacy Policy (www.flmarketplace.org/privacypolicy) and Customer Terms of Service, which includes an agreement requiring you to arbitrate any claims against Food Loop Marketplace, and consent by electronic signature to receive calls and text messages from Food Loop Marketplace or its representatives made by any means or technology, including an automatic telephone dialing system or other automated system, for informational, promotional, marketing or any other purposes at the phone number you have provided. You also confirm that you understand that your consent to such calls and text messages is not required to purchase or use Delivery Angels' services and that you may contact Food Loop Marketplace at support@flmarketplace.org about its products or services at any time.

There is no additional charge for telephonic communications, but your carrier's standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

By reply to any text, SMS or MMS message you receive from us, you may text "STOP" to cancel such messages from us or "HELP" for customer support information. If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation.

Mobile App License: Subject to these Terms of Service, Food Loop Marketplace hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the Mobile App on one mobile device and (b) use the Mobile App only for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the Mobile App on another device on which you also agreed to these Terms of Service. Each instance of these Terms of Service that you agree to in connection with downloading a Mobile App grants you the aforementioned rights in connection with the installation and use of the Mobile App on one device.

Ownership; Restrictions: The Services, and the technology and software underlying the Services or distributed in connection therewith (including the Mobile Apps, the "Software"), are the property of Food Loop Marketplace, its affiliates, and its licensors. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Services (including the Software). Any rights not expressly granted herein are reserved by Food Loop Marketplace.

Special Notice for International Use; Export Controls: Food Loop Marketplace is headquartered in the United States. If you access or use the Service from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the Laws of your specific jurisdiction. Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

Electronic Records: By creating an account or using the Services, you consent to the use of electronic records. You also agree that all terms and conditions, agreements, notices, disclosures, and other communications that Food Loop Marketplace provides to you electronically satisfy any legal requirement for such communications to be in writing. You agree to keep your contact information, including email address, current. This paragraph does not affect your statutory rights.

Third-Party Distribution Channels: Food Loop Marketplace offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection

with your use of the Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

Apple-Enabled Software: With respect to Mobile Apps that are made available for your use in connection with an Apple-branded product (the, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Food Loop Marketplace and you acknowledge that these Terms of Service are concluded between Food Loop Marketplace and you only, and not with Apple Inc. ("Apple"), and that as between Food Loop Marketplace and Apple, Food Loop Marketplace, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the "Usage Rules" set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing programs.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Food Loop Marketplace' sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Food Loop Marketplace and you acknowledge that Food Loop Marketplace, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Food Loop Marketplace and Apple, Food Loop Marketplace, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to Food Loop Marketplace as follows:
support@flmarketplace.org
1 (800) XXX-XXXX

- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.
- Food Loop Marketplace and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

Google-Sourced Software: The following applies to any Mobile App you download from the Google Play Store ("Google-Sourced Software"): (a) you acknowledge that these Terms of Service are between you and Food Loop Marketplace only, and not with Google, Inc. ("Google"); (b) your use of Google-Sourced Software must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) Food Loop Marketplace, and not Google, is solely responsible for Food Loop Marketplace' Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Food Loop Marketplace' Google-Sourced Software.

Open Source Software: The Services (including the Software) may contain or be provided together with open source software. Each item of open source software is subject to its own license terms. If required by any license for particular open source software, Food Loop Marketplace makes such open source software, and Food Loop Marketplace' modifications to that open source software (if any), available by written request to support@flmarketplace.org Copyrights to the open source software are held by the respective copyright holders indicated therein.

Intellectual Property Rights

Service Content: You acknowledge and agree that the Services, and the content or features contained in the Services ("Service Content"), including any Software, are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly set forth in the section titled "Personal Usage Right", you have no rights to the Services or the Service Content. These Terms of Service do not convey to you any rights of ownership in or related to the Services (including any Service Content or Software) or any other intellectual property rights owned by Food Loop Marketplace You further agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you upload to or make available through the Service in accordance with these Terms of Service. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: The Food Loop Marketplace name and logos are trademarks and service marks of Food Loop Marketplace (collectively the "Food Loop Marketplace Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Food Loop Marketplace. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Food Loop Marketplace Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Food Loop Marketplace Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will Food Loop Marketplace be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Food Loop Marketplace does not pre-screen content, but that Food Loop Marketplace and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Food Loop Marketplace and its designees will have the right to remove any content that violates these Terms of Service or is deemed by

Food Loop Marketplace, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, Reviews (as defined below) and other materials (“content”) that you make available to Food Loop Marketplace, including by uploading, posting, publishing, or displaying (hereinafter, “upload(ing)”) via the Service or by emailing or otherwise making available to other users of the Service (collectively, “User Content”). You represent and warrant that you own all right, title and interest in and to such User Content, including all copyrights and rights of publicity contained therein. You hereby grant Food Loop Marketplace and its affiliated companies, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Service and the promotion, advertising or marketing of the foregoing in any form, medium or technology now known or later developed. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

You hereby authorize Food Loop Marketplace and its third-party service providers to derive statistical and usage data relating to your use of the Service (“Usage Data”). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Service (“Submissions”), provided by you to Food Loop Marketplace are non-confidential and Food Loop Marketplace will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

You acknowledge and agree that Food Loop Marketplace may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable Laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Food Loop Marketplace, its users, or the public. You understand that the technical processing and transmission of the Service, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Food Loop Marketplace respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Food Loop Marketplace of your infringement claim in accordance with the procedure set forth below.

Food Loop Marketplace will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Food Loop Marketplace’ Copyright Agent at support@flmarketplace.org (Subject line: “DMCA Takedown Request”). You may also contact the Copyright Agent by email at: copyrightagent@flmarketplace.org

To be effective, the notification must be in writing and contain the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works or other intellectual property are covered by a single notification, a representative list of such works or other intellectual property;

- identification of the content that is claimed to be infringing or to be the subject of infringing activity, and where the content that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or are authorized to act on the behalf of the owner of the copyright or intellectual property that is allegedly infringed.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement by you, made under penalty of perjury, that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content to be removed or disabled; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the District of Delaware and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Food Loop Marketplace will send a copy of the counter-notice to the original complaining party informing them that Food Loop Marketplace may replace the removed content or cease disabling it within twenty (20) business days. Unless the owner of the applicable copyrighted work or other intellectual property files an action seeking a court order against Food Loop Marketplace or the user, the removed content may be replaced, or access to it restored, within ten (10) to twenty (20) business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Food Loop Marketplace has adopted a policy of terminating, in appropriate circumstances and at Food Loop Marketplace' sole discretion, the accounts of users who are deemed to be repeat infringers. Food Loop Marketplace may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third-Party Services and Websites

The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "Third-Party Services"). Additionally, you may enable or log in to the Service via various online Third-Party Services, such as social media and social networking services like Facebook or Twitter. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy. Food Loop Marketplace has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to

using such services. You, and not Food Loop Marketplace, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Food Loop Marketplace enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. Food Loop Marketplace will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

Indemnification

To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless Food Loop Marketplace, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the "Food Loop Marketplace Parties") from any and all any claims, actions, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees), arising out of or relating to your use of any Service, any User Content, your connection to any Service, your violation or breach of these Terms of Service, any personal injury or property damage caused by you, or your violation of any rights of another. Food Loop Marketplace will provide notice to you of any such claim, suit, or proceeding. Food Loop Marketplace reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Food Loop Marketplace' defense of such matter. You may not settle or compromise any claim against the Food Loop Marketplace Parties without Food Loop Marketplace's written consent.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOOD LOOP MARKETPLACE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE FOOD LOOP MARKETPLACE PARTIES MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS (INCLUDING ANY FOOD PRODUCTS), SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

THE FOOD LOOP MARKETPLACE PARTIES DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE FOOD LOOP MARKETPLACE PARTIES SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE FOOD LOOP MARKETPLACE PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES), EVEN IF THE FOOD LOOP MARKETPLACE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. IN NO EVENT WILL THE FOOD LOOP MARKETPLACE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID FOOD LOOP MARKETPLACE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Dispute Resolution and Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

THIS DISPUTE RESOLUTION BY BINDING ARBITRATION SECTION IS REFERRED TO IN THESE TERMS OF SERVICE AS THE “ARBITRATION AGREEMENT.” YOU AGREE THAT ANY AND ALL DISPUTES OR CLAIMS THAT HAVE ARISEN OR MAY ARISE BETWEEN YOU AND FOOD LOOP MARKETPLACE, WHETHER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE (INCLUDING ANY ALLEGED BREACH THEREOF), THE SERVICE, ANY ADVERTISING, OR ANY ASPECT OF THE RELATIONSHIP OR TRANSACTIONS BETWEEN US, WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN A COURT, IN ACCORDANCE WITH THE TERMS OF THIS ARBITRATION AGREEMENT, EXCEPT THAT YOU MAY ASSERT INDIVIDUAL (NOT ON A CLASS OR REPRESENTATIVE BASIS) CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY. FURTHER, THIS ARBITRATION AGREEMENT DOES NOT PRECLUDE YOU FROM BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL AGENCIES, AND SUCH AGENCIES CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND FOOD LOOP MARKETPLACE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND FOOD LOOP MARKETPLACE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND FOOD LOOP MARKETPLACE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Food Loop Marketplace is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@flmarketplace.org. If any dispute arises relating to these Terms of Service or the Services, you agree to first give notice to Food Loop Marketplace and engage in good faith negotiations to attempt to resolve any such dispute for at least sixty (60) days, except that you or Food Loop Marketplace may skip this informal negotiation procedure for any dispute enforcing, protecting, or concerning the validity of

intellectual property rights. If such dispute resolution efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Food Loop Marketplace should be sent to (“Notice Address”):

[To be added]

The Notice must (i) describe in specific detail, including any pictures or other material which details the claim, the nature and basis of the claim or dispute and (ii) set forth the specific relief sought.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Food Loop Marketplace and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Food Loop Marketplace agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Food Loop Marketplace or you under the AAA Rules, Food Loop Marketplace and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, Food Loop Marketplace will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Food Loop Marketplace will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Food Loop Marketplace agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Food Loop Marketplace written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that Food Loop Marketplace, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including for lack of use or if Food Loop Marketplace believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Food Loop Marketplace may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Food Loop Marketplace may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Food Loop Marketplace will not be liable to you or any third party for any termination of your access to the Service. However, all accrued rights to payment and any terms or conditions that by their nature should survive (including Sections through) shall survive termination of this Agreement

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service, and Food Loop Marketplace will have no liability or responsibility with respect thereto. Food Loop Marketplace reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

Timing of Claims

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THESE TERMS OF SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Food Loop Marketplace governing your access and use of the Service, and

supersede any prior agreements between you and Food Loop Marketplace with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Food Loop Marketplace submit to the personal and exclusive jurisdiction of the state and federal courts located within Delaware. The failure of Food Loop Marketplace to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Food Loop Marketplace, but Food Loop Marketplace may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. Food Loop Marketplace will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Food Loop Marketplace' reasonable control.

U.S. Government Restricted Rights

The Service is made available to the U.S. government with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Access or use of the Service (including the Software) by the U.S. government constitutes acknowledgement of our proprietary rights in the Service (including the Software).

Questions? Concerns? Suggestions?

Please contact us at support@flmarketplace.org to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.

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