
CourierCook - Terms and Conditions

1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, of applications, websites, content, products, and services (the "*Services*") made available by CourierCook, LLC ("*CourierCook*"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and CourierCook. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. CourierCook may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms may be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

CourierCook may amend the Terms related to the Services from time to time. Amendments will be effective upon CourierCook's posting of such updated Terms at the bottom of its website (<http://www.couriercook.com>) or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in CourierCook's Privacy Policy.

2. The Services

The Services constitute a technology platform that enables users of CourierCook's websites and mobile applications provided as part of the Services (each, an "*Application*") to communicate with a "Meal Gifter", "Meal Recipient" or "Meal Cook", as the case may be. These Services are made available solely for the users' personal, noncommercial use, whether as a Meal Gifter, Meal Recipient or Meal Cook, as described on CourierCook's website (the "*Website*").

For purposes of this Agreement and the Website, "Meal Gifter" means the party that orders and initiates delivery of the meal(s) via the Website; "Meal Recipient" means the recipient of the meal(s) via the Website; and "Meal Cook" means a third-party preparer and deliverer of the meal ordered by the Meal Gifter. The preparation, cooking and delivery of the meal(s) is not part of the Services provided by CourierCook and are provided by the Meal Cook.

YOU ACKNOWLEDGE THAT COURIERCOOK IS A TECHNOLOGY PROVIDER, NOT A BUSINESS PLACE, FOOD VENDOR OR FOOD SERVICE PROVIDER OF ANY SORT. COURIERCOOK IS NOT INVOLVED IN THE COOKING AND/OR DELIVERY OF FOOD BY MEAL COOKS. COURIERCOOK'S SERVICES MAY BE USED BY YOU TO CONNECT WITH A MEAL COOK, BUT YOU AGREE THAT COURIERCOOK HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY COOKING, MEAL AND/OR DELIVERY PROVIDED TO YOU BY A MEAL COOK THROUGH THE USE OF THE SERVICES.

COURIERCOOK DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY MEAL COOKS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A MEAL COOK WILL MEET YOUR NEEDS AND EXPECTATIONS. COURIERCOOK WILL NOT PARTICIPATE IN DISPUTES BETWEEN A MEAL GIFTER AND/OR MEAL RECIPIENT, AND A MEAL COOK. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING MEAL COOKS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF MEAL COOKS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. COURIERCOOK SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH MEAL COOKS.

License.

Subject to these Terms, CourierCook grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device(s) solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by CourierCook and CourierCook's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by CourierCook in writing; (iii) decompile, reverse engineer or disassemble the Services; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third-Party Services and Content.

The Services may be made available or accessed in connection with third-party services and content (including advertising) that CourierCook does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. CourierCook does not endorse such third party services and content and in no event shall CourierCook be responsible or liable for any products or services of such third party providers.

Ownership.

The Services and all rights therein are and shall remain CourierCook's property or the property of CourierCook's licensors. Neither these Terms nor your use of the Services, whether as a Meal Gifter, Meal Recipient or Meal Cook, as the case may be, convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner CourierCook's company names, logos, product and service names, trademarks or services marks or those of CourierCook's licensor.

3. Your Use of the Services**User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to CourierCook certain personal information, such as your name, address, mobile phone number, email address and PayPal account details. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid PayPal account on file, may result in your inability to access and use the Services or CourierCook's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and password, if applicable, at all times. Unless otherwise permitted by CourierCook in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive meals from Meal Cooks unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Meal Cook or any other party. In certain instances CourierCook may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from CourierCook at any time by texting the word STOP from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

CourierCook may, in CourierCook's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a meal from a Meal Cook, subject to terms that CourierCook establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by CourierCook in writing; (iii) may be disabled by CourierCook at any time for any reason without liability to CourierCook; (iv) may only be used pursuant to the specific terms that CourierCook establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. CourierCook reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that CourierCook determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content.

CourierCook may, in CourierCook's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to CourierCook through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of service requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to CourierCook, you grant CourierCook a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and CourierCook's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant CourierCook the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor CourierCook's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by CourierCook in its sole discretion, whether or not such material may be protected by law. CourierCook may, but shall not be obligated to, review, monitor, or remove User Content, at CourierCook's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. CourierCook does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Due to the nature of computer information technology, including the use of the Internet, and the necessity of relying upon third-party technology vendors and data obtained from third parties, the Services and the technology used to provide the Services are provided "as is", and you shall be solely responsible for any decision made, or action taken, in reliance on data and information produced using the Services and the associated technology. CourierCook shall be without liability for any losses that result from any decision or action so taken.

4. Payment

For Users and Meal Gifters, you may elect to make a payment for the services you receive from a Meal Cook ("*Charges*"). The decision whether to make a payment is at your sole discretion, but required at the time an order is made, and the Meal Cook will not receive any compensation or consideration other than the amount agreed to by you, a Meal Cook and CourierCook. After you have made payment for the Charges, typically with PayPal, and a meal delivery has been made to the Meal Recipient through your use of the Services, CourierCook will facilitate payment of applicable Charges on your behalf to the Meal Cook, with CourierCook serving as the limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Meal Cook, as secondary receiver, other than specific fees noted on your invoice which will remain with CourierCook, as primary receiver and limited payment collection agent. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by CourierCook.

All Charges are due immediately when an order is made and invoiced, and payment will be facilitated by CourierCook using the preferred payment method, typically PayPal. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that CourierCook may, as the Meal Cook's limited payment collection agent, use a secondary payment method in your Account, if available.

For Meal Cooks, you may receive from Users payments for the services you provide, conveyed by CourierCook as primary receiver and your limited payment collection agent. You acknowledge that the decision to provide such payment is at the User's sole discretion, and that you will not request from the User any amount other than the amount of the agreed to Charges at the time an order is finalized. CourierCook will use its best efforts to notify you if a User has not made payment for Services, prior to any services being provided by you.

CourierCook may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request

for Services from a Meal Cook up to 72 hours prior to such Meal Cook's arrival. If you cancel the service within 72 hours of the services, you will make the full payment of the agreed to Charges. This payment structure is intended to fully compensate the Meal Cook for the services provided if you elect to cancel when meal preparations may have been made.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BY LOCATION. COURIERCOOK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, COURIERCOOK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY MEAL, FOOD, GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL COURIERCOOK OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOSS OF PROFIT, GOODWILL, REPUTATION, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, OR LOSSES ARISING FROM ANY SPECIAL CIRCUMSTANCE OF YOU OR ANY OTHER PERSON) ARISING UNDER THIS AGREEMENT OR UNDER LAW OR OTHERWISE IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING THE PROVISION OF THE SERVICES AND THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF ANY OBLIGATION OR DUTY) WHETHER OR NOT COURIERCOOK, OR ITS AFFILIATES HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OR TYPE OF ACTION IN WHICH A CLAIM IS BROUGHT OR UNDER WHICH IT IS MADE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND), WARRANTY, STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

FOR SAKE OF CLARITY AND WITHOUT LIMITING THE TERMS OF THE DISCLAIMER ABOVE, COURIERCOOK SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY MEAL COOK.

YOU ACKNOWLEDGE THAT MEAL COOKS PROVIDING SERVICES REQUESTED THROUGH COURIERCOOK MAY OFFER HOME-BASED COOKING AND DELIVERY SERVICES AND MAY NOT BE PROFESSIONALLY TRAINED, LICENSED OR PERMITTED. IN NO EVENT SHALL COURIERCOOK'S TOTAL LIABILITY TO YOU, AND REGARDLESS OF THE TYPE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL OR EQUITABLE GROUNDS), IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

Indemnity.

You agree to indemnify and hold CourierCook and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) CourierCook's use of your User Content; or (iv) your violation of the rights of any third party; or the performance by CourierCook of its duties under this agreement.

5. Dispute Resolution

Waiver of Jury Trial; Arbitration.

YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and CourierCook, by an arbitrator who is mutually approved by you and CourierCook, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.. Further, unless both you and CourierCook otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative

proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

Sole Remedy.

Except to the extent prohibited by Applicable Law, you agree that a claim for breach of contract in respect of the terms of this Agreement shall be the sole and exclusive remedy available for any and all matters arising from or in any way relating to this Agreement, the provision of the Services or any conduct (including omissions and alleged conduct) relating to any of the foregoing, whether before, during or after the term of this Agreement. Accordingly, except to the extent prohibited by Applicable Law, you hereby waive any and all other rights and remedies that otherwise would be available to you in law or equity regardless of the legal basis upon which such matter is asserted. In furtherance of the foregoing and notwithstanding any term or provision contained in this Agreement to the contrary, nothing herein shall be construed to create implicitly or otherwise a right to bring a claim in tort or other basis of recovery, except for a claim for breach of contract in respect of the terms of this Agreement.

Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of Massachusetts, U.S.A., without giving effect to any conflict of law principles. Any claim or action for breach of this Agreement shall be brought in the State of Massachusetts.

Notice.

CourierCook may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to CourierCook, with such notice deemed given when received by CourierCook, at any time by electronic mail to support@couriercook.com.

General.

You may not assign these Terms without CourierCook’s prior written approval. CourierCook may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of CourierCook’s equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between CourierCook, a Meal Gifter, a Meal Recipient or any Meal Cook as a result of this Agreement or use of the Services. If any provision of these Terms 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. CourierCook’s failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CourierCook in writing.