

TERMS OF USE

Hello and welcome to the Gifted Eats, LLC. platform! We are so excited that you are here to help share food happiness with your family and friends. Please read the following Terms of Use carefully. These terms and conditions (“Agreement”) constitute a legal agreement between you and Gifted Eats, Inc., a Missouri Limited Liability Company, and its subsidiaries and affiliated companies (collectively, “Gifted Eats,” “we,” “our,” or “us”).

Gifted Eats LLC. and its subsidiaries and affiliates (“Gifted Eats,” “we,” “our,” or “us”) own and operate certain websites, including related subdomains; our mobile, tablet and other smart device applications; application program interfaces; other online services; other technology, and programs (collectively, the “Platform”) and all associated services (collectively, the “Services”); in each case, that reference and incorporate these Terms of Use.

By accessing and/or using the Platform or our Services, or by clicking a button or checking a box marked “I Agree” (or something similar), you agree to all the terms and conditions of this Agreement. If you do not agree, do not access and/or use the Platform or Services. As used in this Agreement, “you” means any visitor, user, provider, or other person who accesses our Platform or Services, whether or not such person registered for an Account (as defined below). Unless otherwise agreed by Gifted Eats in a separate written agreement with you or your authorized representative, the Platform is made available solely for your personal, non-commercial use.

ABOUT GIFTED EATS –

See “ABOUT US” page on our website for more information.

Gifted Eats is a virtual Platform that connects hungry family and friends with local community providers they know. You may accept food through the Platform to be delivered or picked up .

Gifted Eats is not a restaurant or food preparation entity. The Providers available on our Platform operate independently of Gifted Eats. Providers are required to comply with federal, state, and local laws, rules, regulations, and standards pertaining to the preparation, sale, and marketing of food, including, without limitation, food preparation and safety and menu disclosure. Gifted Eats is not liable or responsible for Provider’s food preparation or safety and does not verify

their compliance with all applicable laws. In addition, Gifted Eats does not guarantee the quality of what the Providers offer, nor does it guarantee the services provided by them, including, without limitation, in those cases where they provide the delivery services. Gifted Eats does not independently verify, and is not liable for, representations made by Providers regarding their food, including, without limitation, any menu- or Provider-level descriptors, disclosures, photographs or images displayed through the Platform reflecting the food prepared by the Providers and/or delivered by Provider(s).

Gifted Eats is not a delivery company or a common carrier. Gifted Eats shall not be liable or responsible for, the delivery services provided to you by any Provider or any subcontractors of the Provider, or any acts, omissions, errors or misrepresentations made by any Provider..

USING GIFTED EATS

You may only create and hold one account as a user or provider for your personal use. In consideration of the use of the Platform and the Services, you agree that you can create a binding legal obligation with Gifted Eats, and you also agree to: (a) provide true, accurate, current, and complete information about yourself, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current, and complete.

If you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Platform, and your parent or legal guardian must read and agree to this Agreement prior to your using the Platform. Notwithstanding the foregoing, you are not authorized to use the Platform or otherwise access the Services if you are under the age of 15. If you provide any information that is untrue, inaccurate, not current or incomplete, including, without limitation, having an invalid or expired payment method on file, or if Gifted Eats has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Gifted Eats has the right to block your current or future use of the Platform and/or the Services (or any portion thereof) and/or terminate this Agreement with you. **If your Account is terminated for any or no reason, you may forfeit any pending, current, or future account credits.**

You are responsible for maintaining the confidentiality and security of your Account including your password. You are also responsible for all activities or any other actions that occur under or that are taken in connection with your Account. You agree to: (a) immediately notify Gifted Eats of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including, without limitation, loss, theft, or unauthorized

disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Gifted Eats will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with (a) and/or (b) or for any acts or omissions by you or someone else who is using your Account and/or password.

PAYMENT AND OUR CREDIT POLICY

Certain features of the Platform, including, without limitation, the placing or receipt of orders, may require you to make certain payments, including processing or other claim fees. When paid by you, these payments are final and non-refundable, unless otherwise determined by Gifted Eats. Gifted Eats, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

Gifted Eats will charge, and you authorize Gifted Eats to charge, the payment method you specify at the time of order. If you pay any amounts with a credit card, Gifted Eats may seek pre-authorization of your credit card account prior to your order to verify that the credit card is valid and has credit available for your intended order.

Gifted Eats reserves the right to establish, remove, and/or revise prices, fees, taxes, and/or surcharges for any or all services or goods obtained using the Services from Gifted Eats itself at any time, and further reserves the right to consolidate or otherwise incorporate fees and/or surcharges into the prices listed for food and beverage items.

While Gifted Eats may have a SHOP and Subscription services where you can purchase goods or services, the core of the platform works by allowing friends and family to provide free food or items for order and for friends and family to give any or no amount to the providers in appreciation for their efforts or to support their cooking. The suggested gift amount is set by providers and is only a suggestion. No gift amount is required to be paid to order any item.

Any gifted income exchanged through the platform is set by the provider and user and no gift amount is set by Gifted Eats, LLC. The Suggested Gift Amount (SGA) may require some processing or claims fee for the platform to process, but the SGA is completely up to the user and provider.

OUR MATERIALS AND LICENSE TO YOU

With the exception of Your Content (defined below), the Platform and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "Materials") is owned by or licensed to Gifted Eats. The Platform and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other intellectual or proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Platform and except for the intellectual property of other companies that are displayed on the Platform, all intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to Gifted Eats. Accordingly, you are not authorized to download any content from the Platform, including, without limitation, the Materials, and if you do, Gifted Eats will not be responsible in any way for any damage to your computer system or loss of data that results from such download.

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform for your *personal and noncommercial use*, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws. Any other use of the Platform is strictly prohibited. Nothing contained on the Platform and/or Materials should be interpreted as granting to you any license or right to use any of the Materials (other than as provided herein) and/or third-party proprietary content on the Platform without the express written permission of Gifted Eats or the relevant third-party owner, as applicable. Any rights not expressly granted herein are reserved by Gifted Eats and Gifted Eats' licensors.

YOUR CONTENT AND CONDUCT

I. Your Conduct

By accessing the Platform or the Services, you agree:

- to comply with the Agreement and all applicable laws, rules and regulations in connection with your use of the Platform and Services, including, without limitation, laws regarding online conduct and Your Content (as defined below);
- not to use the Platform or Services for any commercial or other purposes that are not expressly permitted by this Agreement;

- not to access the Platform or Services using a third party's account/registration without the express consent of the Account holder and not to attempt to impersonate another user or person;
- not to avoid, bypass, remove, deactivate, impair, descramble, or attempt, through any means, to circumvent any technological measure implemented by Gifted Eats to protect the Platform, or otherwise attempt to gain unauthorized access to any part of the Platform and/or any Service, other Account, computer system, and/or network connected to any Gifted Eats server;
- not to use the Platform or Services in any manner that could damage, disable, overburden, and/or impair the Platform, any Gifted Eats server, or the network(s) connected to any Gifted Eats server, and/or interfere with any other party's use and enjoyment of the Platform;
- not to advertise to, or solicit, any user, or other business to buy or sell any products or services, or use any information obtained from the Platform or the Services in order to contact, solicit, or advertise or sell to any user, Provider, or other business, in each case, unless specifically authorized in writing by Gifted Eats;
- not to deep link to or frame the Platform and/or access the Platform manually and/or with any robot, spider, web crawler, extraction software, automated process, and/or device or other means to scrape, copy, and/or monitor any portion of the Platform and/or any Materials and/or other content on the Platform, unless specifically authorized in writing by Gifted Eats;
- not to conduct any scraping, indexing, surveying, data mining, or any other kind of systematic retrieval of data or other content from the Platform;
- not to create or compile, directly or indirectly, any collection, compilation, database, or directory from the Platform or Materials;
- not to harass, annoy, intimidate, or threaten any Gifted Eats employees, users, or providers engaged in providing any portion of the Services and not to engage in any other behavior that Gifted Eats deems inappropriate when using the Platform or Services;
- not to engage in any criminal or tortious activity, including, without limitation, fraud, spamming (e.g. by email or instant message), sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or otherwise deleting the copyright or other proprietary rights notice from any of the Materials or from any portion of the Platform or the Services;
- not to rent, lease, redistribute, sell, sublicense, decompile, reverse engineer, disassemble, or otherwise reduce the Platform and/or the Materials, in whole

or in part, to a human-perceivable form for any purpose, including, without limitation, to build a product and/or service competitive with the Platform and its Services; and

- not to disrupt, interfere with, or otherwise harm or violate the security of the Platform, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Platform or affiliated or linked sites (including, without limitation, those of our Providers).

You agree to comply with the above conduct requirements and agree not assist or permit any person in engaging in any conduct that does not comply with the above conduct. In the event that Gifted Eats believes that you have breached any of the above conduct requirements, Gifted Eats reserves the right to suspend and/or permanently terminate your Account at our sole discretion. Further, you agree that the consequences of commercial use or re-publication of Your Content (defined below) or Materials from the Platform or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy, and that Gifted Eats will be entitled to temporary and permanent injunctive relief to prohibit such use or activity without the need to prove damages.

II. Your Content

Gifted Eats may provide you with interactive opportunities (i) on the Platform, including, without limitation, features such as user ratings and reviews, saved favorites, liked items and followed Providers, user profiles and pictures, (ii) on social media pages maintained by Gifted Eats, as well as (iii) through other communications with you, including, without limitation, through text (“SMS”) or multimedia (“MMS”) messages. You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings, photographs and/or other materials and/or content that you submit, upload, post, publish, and/or otherwise make available to Gifted Eats through the Platform or otherwise in connection with your use of our Services, including, without limitation, information and materials provided or made available in connection with any Facebook, Google, or other third party login (“Your Content”). Your Content includes, without limitation, your username and/or other user profile information such as your ratings history and how long you have been a Gifted Eats user, textual, visual, or audio content and information, whether transmitted via the Platform, SMS or MMS message, or otherwise.

III. Use of Your Content

You grant Gifted Eats an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sublicensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use Your Content in connection with Gifted Eats's or its partners' or affiliates' business and in all forms of media now known or hereafter invented (collectively, the "Uses"). The Uses include, without limitation, use of your username and/or other user profile information such as your ratings history and orders to or from you, to attribute Your Content to you on the Platform, including in Interactive Areas and other public areas on our Platform, or otherwise in connection with our Services. All Uses will be made without notification to and/or approval by you and without the requirement of payment to you or any other person or entity. Further, you hereby grant Gifted Eats a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license to incorporate and use any of your suggestions, input, or other feedback relating to the Platform or the Services (collectively, the "Feedback") for any purpose without notice to, approval by, or compensation to you.

You further understand and agree that you may be exposed to third-party content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. Gifted Eats and its parents, subsidiaries, affiliates, and each of their officers, directors, employees, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from any and all liability for the action of any and all third parties with respect to Your Content, or for any damages you allege to incur as a result of or relating to any third-party content.

You agree to follow the standards of conduct below, and any additional standards that may be stated on the Platform. We expect your cooperation in upholding our standards. You are responsible for all of Your Content. You agree that Your Content will not:

- be unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically, and/or otherwise objectionable;
- have a commercial, political, or religious purpose;
- be false, misleading, and/or not written in good faith;
- infringe any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;

- be illegal and/or promote illegal activity;
- contain unauthorized advertising and/or solicits users to a business other than those on the Platform; and/or
- be intended to interrupt, destroy, or limit the functionality or integrity of any computer software, hardware, or Materials on the Platform or other websites.

We do our best to encourage civility and discourage disruptive communication on the Platform. We also do our best to discourage communications that incite others to violate our standards. Gifted Eats may monitor all use of the Platform, including, without limitation, interactions between our users; however, we are under no obligation to do so. We may manage the Platform in a manner intended to protect our property and rights and to facilitate the proper functioning of the Platform. If any of Your Content or conduct on our Platform violates our standards, or any other terms of this Agreement; or interferes with other peoples' enjoyment of the Materials or our Platform or Services; or is inappropriate in our judgment; we reserve the right, in our sole discretion and without notice to you, (i) to change, delete or remove, in part or in full, any of Your Content, (ii) to terminate or suspend access to any Interactive Areas or any other part of our Platform, and/or (iii) to terminate or suspend your Account; in each case, with or without notice. Gifted Eats will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with Your Content.

V. Ratings and Reviews

The Platform may allow you to rate (each, a “Rating”) and post reviews (each, a “Review”) of users and/or providers. Such Ratings and Reviews are considered Your Content and are governed by the terms and conditions of this Agreement. Ratings and Reviews are not endorsed by Gifted Eats, and do not represent the views of Gifted Eats or of any affiliate or partner of Gifted Eats. Gifted Eats does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other aspects of Your Content.

Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had recent first-hand experience with the person being rated; (2) your review must otherwise comply with the terms of this Agreement as well as all applicable laws, rules, and regulations, including without limitation the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and

Reviews, the Materials and/or the Platform may be removed or excluded by us without notice.

COMMUNICATIONS & TEXT MESSAGES

When you use the Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through the Services, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your voluntary provision to Gifted Eats of your cell phone number represents your consent that Gifted Eats may contact you by telephone, SMS, or MMS messages at that phone number, and your consent to receiving such communications for transactional, operational, or informational purposes. When you provide your phone number to Gifted Eats, you warrant that you are the current subscriber or authorized user of the relevant account. You understand and agree that such messages may be sent using automated technology. You may unsubscribe from receiving text messages from Gifted Eats at any time. To revoke your consent to receiving SMS or MMS messages from Gifted Eats, you agree to follow the unsubscribe procedures described below.

ADDITIONAL TERMS FOR MOBILE APPLICATIONS

We may make available software to access Gifted Eats' websites, technology platforms, and related online and mobile services via a mobile device ("Mobile Applications"). To use any Mobile Application, you must use a mobile device that is compatible with that Mobile Application. Gifted Eats does not warrant that any Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Gifted Eats hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Account on a mobile device owned or leased solely by you, for your personal use. You acknowledge that Gifted Eats may from time-to-time issue upgraded versions of the Mobile Applications and may automatically electronically upgrade the version of any Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree to timely upgrade the Mobile Application in the event there is no

automatic update. Please upgrade to the latest version of the Mobile Applications to view the most up-to-date information on the Platform regarding Providers featured on the Mobile Applications. You further agree that the terms and conditions of this Agreement will apply to all upgrades to the Mobile Applications. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Gifted Eats or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Gifted Eats reserves all rights not expressly granted under this Agreement with respect to the Mobile Applications and otherwise. The Mobile Applications originate in the United States and are subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Platform.

The following applies to any Mobile Application you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Gifted Eats, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price for the Apple-Sourced Software; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Gifted Eats as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar

legislation; and all such claims are governed solely by this Agreement and any law applicable to Gifted Eats as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Gifted Eats, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Gifted Eats acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as it relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary as it relates to your license of the Apple-Sourced Software.

The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is solely between you and Gifted Eats only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Gifted Eats, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Gifted Eats' Google-Sourced Software.

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GIFTED EATS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GIFTED EATS'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. GIFTED EATS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL GIFTED EATS BE LIABLE TO YOU FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE, OR OTHER ECONOMIC ADVANTAGE), EVEN IF GIFTED EATS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF A WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER ACTION OF ANY TYPE THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE PLATFORM OR THE SERVICES PROVIDED ON OR THROUGH THE PLATFORM OR BY GIFTED EATS.

GIFTED EATS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE PLATFORM. GIFTED EATS ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE PLATFORM, AS WELL AS ANY THIRD-PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS PLATFORM, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN, OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT SHALL GIFTED EATS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, NEGLIGENCE, TORT OR ANY OTHER ACTION OF ANY TYPE EXCEED (A) THE AMOUNT PAID BY YOU TO GIFTED EATS OR A GIFTED EATS PROVIDER, IF ANY, OR (B) \$1,000 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PROVIDED BY LAW.

YOU AND GIFTED EATS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE

CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND GIFTED EATS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE FAIR AND REASONABLE. EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM AND SERVICES, WHICH YOU MAY DO AT ANY TIME.

ADDITIONAL TERMS

Your use of the Platform is subject to any and all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Platform that we may post or link to on the Platform (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions, or content on the Platform, including, without limitation, the Google Maps/Google Earth Additional Terms of Service located at https://maps.google.com/help/terms_maps.html and the Google Privacy Policy located at <https://www.google.com/intl/ALL/policies/privacy/index.html>. All such Additional Terms are hereby incorporated into this Agreement by reference.

DONATE

By electing to make a Donation and participating in the Gifted Eats program, you agree to this Agreement and the additional Donate Terms of Use.

PRIVACY POLICY

The terms and conditions of the **PRIVACY POLICY** are incorporated into this Agreement by reference.

COPYRIGHT POLICY

Gifted Eats respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Platform or a website through which our Services may be accessed in a way that constitutes copyright infringement, please provide Gifted Eats' Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Platform;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner or its agent, or is not otherwise permitted under the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to our copyright agent at: Gifted Eats Inc., Attention: Copyright Agent, PO Box 1519, Joplin, MO 64802

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Gifted Eats and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Gifted Eats' rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Gifted Eats has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. Gifted Eats may also in its sole discretion limit access to the Platform, the Services and/or terminate the Accounts of any users or providers who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

TERMINATION AND VIOLATIONS OF THE AGREEMENT

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term of this Agreement. Further, Gifted Eats reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Platform and/or Services offered on or through the Platform (or any part thereof), including but not limited to the Platform's features, look, and feel, and functional elements and related Services. We will have no liability whatsoever on account of any change to the Platform or any suspension or termination of your access to or use of the Platform. You may terminate this Agreement at any time by closing your Account, uninstalling all Mobile Application(s) (if applicable) and ceasing use of the Platform and Services provided herein.

Upon termination of this Agreement for any reason or no reason: your access rights will terminate, and you must immediately cease all use of the Platform and Services.

Gifted Eats reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including, without limitation, the right to block access to the Platform and/or Services from a particular account, device and/or IP address.

You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement 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 null and void.

CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice to you. If we make a change to this Agreement, it will be effective as soon as we post it and the most current version of this Agreement will always be posted under the "Terms of Use" link available on our Platform ("Updated Terms"). You agree that you will review this Agreement periodically. By continuing to access and/or use the Platform and/or Services after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Platform and/or accessing the Services. The Updated Terms will govern any disputes between you and Gifted Eats, even if the dispute arises or involves facts dated before the "Effective" date of the Updated Terms.

GOVERNING LAW

Except for the “Dispute Resolution” section below, the terms, conditions, and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles.

Also, regardless of any statute or law to the contrary, you must provide notice to Gifted Eats, pursuant to the procedures in the “Dispute Resolution” section below, of any claim within one year of its accrual, or your claim will be waived and barred.

DISPUTE RESOLUTION

PLEASE READ THIS “DISPUTE RESOLUTION” SECTION CAREFULLY. IT LIMITS THE WAYS YOU CAN SEEK RELIEF FROM GIFTED EATS AND REQUIRES YOU TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS.

I. Informal Dispute Resolution Procedure.

There might be instances when a dispute arises between you and Gifted Eats. In those instances, Gifted Eats is committed to working with you to reach a reasonable resolution; however, we can only do this if we know about and understand each other’s concerns. Therefore, for any issue or dispute that arises between you and Gifted Eats, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution or suit or otherwise. This includes first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account to the following email address: [REDACTED]. For any dispute that Gifted Eats initiates, we will send our written description of the dispute to the email address associated with your account. The written description must be on an individual basis and provide at least the following information: your name; the nature or basis of the claim or dispute; and the relief sought.

You and Gifted Eats then agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference between you and Gifted Eats. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This should lead to resolution, but if for some reason

the dispute is not resolved satisfactorily within sixty (60) days after receipt of the written description of the dispute, you and Gifted Eats agree to the further dispute resolution provisions below.

To reiterate, this informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

II. Class Action and Collective Relief Waiver.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT IN SECTION VII BELOW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS, JOINT, COLLECTIVE OR CONSOLIDATED BASIS OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS CLAIMS AS A PRIVATE ATTORNEY GENERAL OR FOR PUBLIC INJUNCTIVE RELIEF). UNLESS BOTH YOU AND GIFTED EATS OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS (EXCEPT AS SET OUT IN SECTION VII BELOW), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS, JOINT, COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING ANY DECLARATORY OR INJUNCTIVE RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY TO THE PROCEEDING.

This Class Action and Collective Relief Waiver is an essential part of this "Dispute Resolution" section, and if it is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor Gifted Eats is entitled to arbitration of such claim or dispute. Notwithstanding the foregoing, if a court determines that the Class Action and Collective Relief Waiver is not enforceable as to a particular claim or request for relief and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims.

WAIVER AND SEVERABILITY

Any waiver by Gifted Eats of any term of this Agreement must be in writing. Except as otherwise provided in this Agreement (see “Dispute Resolution” section III), if any portion of this Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to the terms contained herein.

ENTIRE AGREEMENT

This Agreement, together with any amendments and any additional agreements you may enter into with Gifted Eats in connection with the Platform and the Services hereunder, shall constitute the entire agreement between you and Gifted Eats concerning the Platform and the Services hereunder.

CONTACT

If you have any questions regarding this Agreement or the Platform, please visit our "Help" page for answers and our contact information.