**Terms & Conditions**

This page states the terms of service (the “Terms”) under which you may access and use the websites, mobile applications, and online programs, including the digital products and services available through them that are operated by Maplebear Inc. (d/b/a Instacart), a Delaware corporation, and its affiliates (collectively, "Instacart") on behalf of Food Lion, LLC and its affiliates (collectively, “Food Lion”). Please read this page carefully. By using the Services, you agree to be bound by all of the Terms. If you do not accept any of the Terms, please immediately cease use of this website and do not again access or use any Services. Instacart may, in its sole discretion, revise these Terms at any time; therefore, you should visit this page periodically to review the Terms.

By using the Services, you agree to be bound by these Terms and acknowledge and agree to the collection, use and disclosure of your personal information in accordance with Food Lion's [Privacy Policy](https://www.foodlion.com/privacy-statement/).

SECTION 10 (“DISPUTES & ARBITRATION”) OF THESE TERMS PROVIDE THAT ANY CLAIMS THAT YOU HAVE AGAINST FOOD LION OR INSTACART, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS, WILL, WITH LIMITED EXCEPTIONS, BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST FOOD LION OR INSTACART ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. YOU ALSO WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 11 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

The Services comprise a platform that enables you to select goods from a portion of Food Lion’s [shop.foodlion.com] site (the “Delivery Platform”) for picking, packing, and delivery by individual personal shoppers (“Personal Shoppers”) to your location or, if available, for you to pick up in-store. Picking, packing, or delivery services may be performed by third parties including a retailer or third party logistics provider (collectively, “Third Party Providers”).

Delivery may be conducted by each individual Personal Shopper’s select method of transportation. You acknowledge that transportation or logistics services are provided by third party independent contractors who are not employed by Food Lion or Instacart.

When you use the Services to place an order for products, you authorize the purchase and delivery of those products from Food Lion. Unless otherwise specified, you acknowledge and agree that Instacart and the Personal Shopper are acting as your agents in the picking, packing, and/or delivery of goods purchased by you and are not the seller of the goods to you. You agree that your purchase is being made from Food Lion, Food Lion is the merchant of record, and that title to any goods passes to you when they are purchased at Food Lion’s store. You agree that either Instacart or Food Lion will obtain a credit card authorization for your credit card on file with Instacart to cover the cost of the goods you have purchased from the retailer and any separate Instacart fees, and your card will be charged for the goods purchased by you and any applicable fees, taxes and/or tips. Your card may be temporarily authorized for an amount greater than the total amount of the purchase appearing in the original check out. This higher authorized amount will be disclosed during the purchase process and is a temporary authorization charge on your order, to deal with situations where your total purchase amount turns out to be higher than the original amount due to special requests, added items, replacement items or weight adjustments.

You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and Instacart, Instacart does not form any employment or agency relationship with you and does not hold title to any goods that you order through the Services.

Unless otherwise indicated, all prices and other amounts are in the currency of the jurisdiction where the delivery takes place.

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotions offers, and availability. Instacart reserves the right to correct any errors, inaccuracies or omissions and to change or update information or refuse or cancel orders if any information on the Services is inaccurate at any time without prior notice (including after you have submitted your order and/or your credit card has been charged). Please note that prices of products on the Services may be different than prices offered for the same products in-store by the same retailer.

**Additional Terms**

Instacart is an independent business, separate from Food Lion. The Instacart service, which includes the Delivery Platform and delivery of groceries, is operated by Instacart and/or its subcontractors, not by Food Lion. These Terms and Food Lion’s [Privacy Policy](https://www.foodlion.com/privacy-statement/), govern the services offered by Instacart. Food Lion is a trademark of Food Lion, LLC. All Rights Reserved.

You understand that Food Lion may send you sales and marketing emails and use the data processed by the Services pursuant to Food Lion’s [Privacy Policy](https://www.foodlion.com/privacy-statement/). You can opt-out of receiving Food Lion sales and marketing emails at any time by following the unsubscribe instructions in those emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails the opt-out will be so limited. Food Lion reserves the right to send you emails relating to your Food Lion account or use of its services, such as administrative and service announcements, and these transactional account messages may be unaffected if you choose to opt-out from receiving Food Lion’s marketing emails.

You understand that Food Lion is not responsible for any texts or calls you receive from Instacart, and you explicitly disclaim any liability against Food Lion for any such texts or calls.

Although Food Lion is not a party to these Terms, it is an intended third party beneficiary of all the rights and benefits derived by Instacart under these Terms, with full right to enforce such sections of the Terms against you.

**1. Your Use of the Services**

Instacart grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms and Instacart’s policies. You may not copy, modify, distribute, sell, resell or lease any part of the Services. Unless such restriction is prohibited by law or you have Instacart’s written permission, you may not reverse engineer or attempt to extract the source code of the Services. You may only access the Services through the interfaces that Instacart provides for that purpose (for example, you may not “scrape” the Services through automated means or “frame” any part of the Services), and you may not interfere or attempt to disrupt the Services.

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). You retain all rights in any content that you upload or submit, and are solely responsible for that content. You grant Instacart a non-exclusive, royalty-free, worldwide, transferable, sub-licenseable license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, and distribute any such content for the purposes of operating, providing, and improving the Services. Instacart may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms or any other policies.

You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in the Services may be governed by open source licenses. In that case, Instacart will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open source license will control but only with respect to the software, or portion of the software, to which it applies.

If you are using Instacart on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

In order to use the Services, including the Delivery Platform, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services and you will respect those who you encounter in your use of the Services, including Personal Shoppers and individuals who support Instacart’s Help Center. Instacart reserves the right to decline orders, refuse partial or full delivery, terminate accounts, and/or cancel orders at any time in its sole discretion.

We’re constantly modifying and improving the Services. Instacart may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide Instacart with any feedback on or comments regarding the Services, you grant Instacart the right to use such feedback or comments for any purpose without restriction or payment to you.

If you have any requests for order cancellations, refunds, or returns, please visit your account to initiate such requests or review our Help Center articles for our policies regarding the same.

**2. Instacart Communications**

By creating a user account, you agree to accept and receive communications from Instacart, Food Lion, or Personal Shoppers, including via email, text message, calls, and push notifications to the cellular telephone number you provided to Instacart. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Instacart, its affiliated companies and/or Personal Shoppers, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in Your Account Settings. You may also opt-out of receiving text messages from Instacart by replying “STOP” from the mobile device receiving the messages.

**3. Instacart Express**

Instacart Express is a grocery delivery membership that waives the delivery fee for scheduled deliveries on orders over $35 with each retailer placed through the Services for a monthly or yearly subscription fee. Deliveries made via Instacart Express are subject to availability. Service fees, special handling fees, and/or taxes may still apply. For combinations with other offers, restrictions may apply.

BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR INSTACART EXPRESS MEMBERSHIP WILL AUTOMATICALLY RENEW, AND THE APPLICABLE MEMBERSHIP FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL WITH AN ACTIVE CREDIT CARD ON FILE IN YOUR ACCOUNT. If you do not want your membership to automatically renew or if you would like to change which credit card is charged, you can change this default in Your Account Settings under the [Express](https://www.instacart.com/store#express) section.

You can cancel your Instacart Express membership at any time in Your Account Settings under the [Express](https://www.instacart.com/store#express) section. You may cancel within the first 15 calendar days of your paid Instacart Express membership and receive a refund of the Instacart Express membership fee you paid, but only if you have not placed any orders using your Instacart Express membership. If you cancel at any other time, you will not receive a refund, but you can continue to enjoy the Free Deliveries through the end of your billing period.

From time to time, Instacart offers some customers trial or other promotional memberships to Instacart Express. Such trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer and are for new customers or certain members only. Only one trial or promotional membership is available per household. Instacart will charge you the applicable fee after your free trial period has expired to the credit card on file with Instacart. If you cancel Instacart Express before the trial period has expired, Instacart will not charge you. Instacart may change the monthly or annual fee charged for Instacart Express at any time, but any such fee change will not apply to current Instacart Express members until such time as your current membership expires and your membership is renewed for another term.

We may change other terms or conditions applicable to Instacart Express from time to time. Any new or renewed Instacart Express memberships will be subject to the terms of service active at that time and displayed when you sign up for Instacart Express. Instacart may also make such changes with respect to current Instacart Express memberships. In that case, Instacart will provide you with notice at checkout of the changes and when those changes will take effect. If you disagree with the changes to your current Instacart Express membership terms of service, you may cancel your Instacart Express membership.

Your Instacart Express membership cannot be transferred or assigned. Instacart reserves the right to accept, refuse, or cancel your Instacart Express membership at any time in its sole discretion.

**4. Food Lion Coupons**

Food Lion Coupons are manufacturer’s coupons that are automatically applied to qualifying products upon purchase to help users save money on the products they love. Coupons are available for a limited time only and may be subject to certain restrictions. Coupons are subject to change, cancellation, or expiration at any time. If you do not purchase the qualifying items added to your cart while the Coupon is still in effect, the Coupon’s offer will not apply. Coupons apply only to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. Instacart is not a retailer or seller. Coupons are issued and paid by the manufacturer of the advertised product. The user is required to pay any applicable sales tax related to use of the Coupon; you acknowledge that Instacart has no obligation for payment of any tax in conjunction with the distribution or use of such Coupons. When Coupons are redeemed, sales tax may be charged on the undiscounted original price of the product(s). Coupons may not be sold, copied, modified, or transferred. A Coupon has no cash value. Coupons good while supplies last. Void where restricted or prohibited by law.

**5. Transactions involving Alcohol**

You may have the option to order delivery of alcohol products in some locations and from certain retailers. You agree that you will comply with all applicable laws and not cause Instacart, your Personal Shopper, or any retailer to contravene any applicable laws. You agree that you are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States). If you order alcohol products, you understand and acknowledge that neither Instacart nor a Personal Shopper can accept your order of alcohol products, and the order will only be delivered if the retailer accepts your order.

You agree that, upon delivery of alcohol products, the recipient will provide valid government-issued identification proving their age to the Personal Shopper delivering the alcohol products, that the recipient will not be intoxicated when receiving delivery of such products, and that alcohol has not been purchased with the intent to resell the alcohol or provide the alcohol to someone who is not of legal drinking age. You agree that if any applicable legal requirements for the delivery of alcohol are not met, Instacart reserves the right to cancel the alcohol-related portion of your order. Special requests or substitutions for the purchase of alcohol products will not be honored; all requests for the purchase of alcohol products must be made through the catalog available through the Services at the time of submitting the order.

Customers who purchase alcohol through the Instacart platform for delivery within the State of Hawaii acknowledge that IT IS ILLEGAL: (1) FOR A PERSON UNDER 21 YEARS OLD TO PURCHASE OR CONSUME LIQUOR, (2) TO USE FALSE IDENTIFICATION TO OBTAIN LIQUOR, (3) TO USE ANOTHER PERSON’S IDENTIFICATION TO OBTAIN LIQUOR, OR (4) TO PURCHASE LIQUOR FOR A PERSON UNDER 21 YEARS OLD. (Sections 281-78 & 101.5, Hawaii Revised Statutes).

**6. Third-party Products and Content**

You agree that Instacart does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Services. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the Services, you agree that you do so at your own risk and that Instacart will have no liability based on such purchase, use, or access.

**7. SERVICE PROVIDED AS-IS AND RELEASE OF CLAIMS**

THE SERVICES, THE DELIVERY PLATFORM, AND SOFTWARE, TOGETHER WITH ALL PRODUCTS PURCHASED THROUGH THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTACART AND FOOD LION DISCLAIM ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTACART AND FOOD LION MAKE NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, THE CONTENT MADE AVAILABLE THROUGH THE SERVICES, THE DELIVERY PLATFORM OR SOFTWARE, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, OR PRODUCTS PURCHASED THROUGH THE USE OF THE SERVICES FROM FOOD LION, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. INSTACART AND FOOD LION DO NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF PERSONAL SHOPPERS, OR THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, THE DELIVERY PLATFORM, SOFTWARE, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, REMAINS SOLELY WITH YOU. THE SERVICES, THE DELIVERY PLATFORM, AND SOFTWARE ARE SUBJECT TO PERIODIC CHANGES, WHICH MAY BE MADE AT ANY TIME AND WITHOUT NOTICE TO YOU.

INSTACART DOES NOT GUARANTEE THAT THE SERVICES, THE DELIVERY PLATFORM, AND SOFTWARE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICES, THE DELIVERY PLATFORM, AND SOFTWARE ARE FREE OF COMPUTER VIRUSES OR OTHER MALWARE. YOU AGREE THAT INSTACART WILL NOT BE RESPONSIBLE FOR ANY ECONOMIC COSTS RELATING TO YOUR USE OF THE SERVICES, THE DELIVERY PLATFORM, OR SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NONE OF INSTACART, FOOD LION OR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER. NEITHER INSTACART NOR ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, OR SUPPLIERS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY PERSONAL SHOPPER OR THIRD PARTY PROVIDER.

If you have a dispute with one or more Personal Shoppers or Third Party Providers, you agree to release Instacart and Food Lion (including each of their respective affiliates, and each of their respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other jurisdictions), which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**8. LIMITATION OF LIABILITY**

THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL INSTACART OR FOOD LION (INCLUDING THEIR AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF INSTACART, FOOD LION OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL INSTACART OR FOOD LION (INCLUDING THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, EVEN IF FOOD LION, INSTACART OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INSTACART, FOOD LION AND THEIR RESPECTIVE AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU FOR MORE THAN THE GREATER OF $100 OR THE AMOUNTS PAID BY YOU TO INSTACART FOR THE PAST 12 MONTHS OF THE SERVICES.

**9. Indemnification**

You agree to defend, indemnify and hold harmless Instacart, Food Lion, and its officers, directors, employees, agents, shareholders, affiliates, and retail partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ and experts’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

**10. Disputes & Arbitration**

If you have a dispute with Instacart or Food Lion arising out of your use of the Services, this Section 10 applies. You agree to contact Instacart and/or Food Lion first and attempt to work out any such dispute amicably.

**For residents of the United States, you agree to the following mandatory arbitration provisions:**

Mandatory Arbitration: If we’re unable to work out a solution amicably, each of you, Food Lion, and Instacart agree to resolve any disputes arising out of your use of the Services or these Terms through binding arbitration or small claims court.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR NON-PAGA REPRESENTATIVE PROCEEDING (COLLECTIVELY “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND INSTACART ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

In any lawsuit in which (1) the complaint is filed as a class action, collective action or non-PAGA representative action; and (2) the civil court of competent jurisdiction in which the complaint was filed finds the Class Action Waiver is unenforceable (and such finding is confirmed by appellate review if review is sought), the Class Action Waiver shall be severable from this Agreement and in such instances, the class action, collective action and/or non-PAGA representative action must be litigated in a civil court of competent jurisdiction and not as a class, collective or non-PAGA representative arbitration.

PAGA WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED ON A GROUP BASIS OR IN ANY ACTION IN WHICH A PARTY SEEKS TO REPRESENT OTHER INDIVIDUAL(S) IN A PRIVATE ATTORNEY GENERAL ACTION (“PAGA WAIVER”). PAGA CLAIMS MAY ONLY BE ARBITRATED ON AN INDIVIDUAL BASIS.

In any lawsuit in which (1) the complaint is filed as a private attorney general action seeking to represent any individual(s) other than the named plaintiff; and (2) the civil court of competent jurisdiction in which the complaint was filed finds the PAGA Waiver is unenforceable (and such finding is confirmed by appellate review if review is sought), the PAGA Waiver shall be severable from this Agreement and in such instances, the private attorney general action must be litigated in a civil court of competent jurisdiction and not as a private attorney general arbitration.

Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver or PAGA Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver and PAGA Waiver shall be severable when a dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

Opt-out of Mandatory Arbitration: You can decline this mandatory arbitration provision within 30 days of accepting these Terms by emailing Instacart at [arbitration-opt-out@instacart.com](mailto:arbitration-opt-out@instacart.com) with your first and last name and stating your intent to opt-out of the arbitration provision. Note that opting out of this arbitration provision does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

Arbitration Procedures and Location: The arbitration shall be administered by JAMS under its Comprehensive Rules in effect at the time the arbitration demand is made. The current rules, effective July 1, 2014, can be found here: http://www.jamsadr.com/rules-comprehensive-arbitration/. JAMS arbitration rules can be found here: http://www.jamsadr.com/rules-clauses/. In the event of any conflict between the rules and this Agreement, this Agreement shall apply. The Parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the JAMS Comprehensive Rules.

The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location you and Instacart or you and Food Lion mutually agree upon in writing.

Arbitration Fees: The JAMS rules will govern payment of all arbitration fees and each party will be responsible for their own fees under those rules. However, Instacart or Food Lion will pay for your reasonable arbitration fees where: (a) the claim for damages does not exceed $75,000, and (b) the claims are not frivolous under Federal Rule of Civil Procedure 11(b). Neither Instacart nor Food Lion will seek attorneys’ fees or costs in arbitration unless the arbitrator determines the claims are frivolous under Federal Rule of Civil Procedure 11(b).

**11. Termination**

You can stop using the Services at any time and without notice to us. Similarly, Instacart may terminate access to the Services to you or any other users or stop offering the all or part of the Services at any time without notice. In the event of Termination, Section 1 and Sections 4-16 survive and continue to apply to you.

**12. Controlling Law**

To the extent permitted by applicable law, these Terms will be governed by the laws of the State of California. To the extent permitted by applicable law, any claims against Instacart arising out of or relating to these Terms or use of the Services that are not subject to Section 10 (Disputes & Arbitration) of these Terms shall be brought exclusively in the federal or state courts of San Francisco County, California, and you and Instacart consent to the personal jurisdiction of those courts. To the extent permitted by applicable law, any claims against Food Lion arising out of or relating to these Terms or use of the Services that are not subject to Section 10 (Disputes & Arbitration) of these Terms shall be brought exclusively in the federal or state courts of North Carolina, and you and Food Lion consent to the personal jurisdiction of those courts.

**13. Entire Agreement & Severability**

These Terms, subject to any amendments, modifications, or additional agreements you enter into with Instacart, shall constitute the entire agreement between you and Instacart with respect to the Services and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

**14. No Waiver**

Instacart’s failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

**15. Assignment**

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. Instacart may assign its rights, licenses, and obligations under these Terms without limitation.

**16. Changes to the Terms**

We may make changes to these Terms from time to time. When Instacart does so, Instacart will post the most current version of the Terms on this website and, if a revision to the Terms is material, Instacart will notify you of the new Terms (for example, by email or a notification on the Services). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

**17. Copyright and Trademark Policy**

Instacart respects the intellectual property rights of others and has implemented a copyright and trademark policy in accordance with the Digital Millennium Copyright Act and other relevant laws. Instacart will respond to valid notices of copyright infringement and reserves the right to terminate any users, at Instacart’s sole discretion and without notice, who repeatedly infringe copyrights or other intellectual property rights.

If you believe any content posted or made available on the Services constitutes infringement of your *copyright* rights, you may send a written notice of infringement to Instacart’s designated Copyright Agent using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Services (e.g., the URL of the claimed infringing material if applicable or other means by which Instacart may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

Instacart  
ATTN: Copyright Agent  
50 Beale St. Suite 600  
San Francisco, CA 94105  
copyright@instacart.com

If you believe any content posted or made available on the Services constitutes infringement of your *trademark* rights, you may also send your notice to Instacart's designated Copyright Agent using the contact information listed above. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your trademark(s), your trademark registration number(s), description(s) of the products allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

**18. Contact Information**

If you have any questions, or comments about these Terms please contact Instacart at:

Instacart

50 Beale St. Suite 600

San Francisco, California 94105

[legal@instacart.com](mailto:legal@instacart.com)

1-888-246-7822

For customer service inquiries, please review Your Account Settings, visit Instacart’s [Help Center](https://www.instacart.com/help), or call our Community Operations team at 1 (888) 246-7822.