



GOURMET BASKET VENDOR AGREEMENT (“THE AGREEMENT”)

Welcome to Gourmet Basket, Inc. (“Gourmet-Basket.com”, “Gourmet Basket,” “GB”, or “the Site”), a California corporation and our selling services (“Services”). By using GB’s Site, companies or individuals (“Vendor”, “You”, or “Your”) agree to be legally bound by all GB policies including the Privacy Policy and guidelines as well as all the terms and conditions set forth or linked to this Agreement. GB reserves the right, at GB’s sole discretion, to change any of the terms and conditions of this Agreement and policies at any time. Any such changes will be posted on the Site and are accessible only when You are logged into Your Vendor Account. Acceptance of this Agreement and all GB policies is considered valid and legally binding after a Vendor’s Shoppe has been on GB’s site for a period of seven days or more without written objection. GB will inform You in advance of the launch date of Your Shoppe.

GB reserves the right to alter its policies at any time. If the alterations constitute a material change to this Agreement, GB will notify You via email sent to the email address in your Vendor Account. What constitutes a “material change” will be determined at GB’s sole discretion, in good faith, using common sense and reasonable judgment. Vendor’s continued use of the Site and Services after GB posts any changes constitutes legal acceptance of such changes. If Vendor disagrees with any change to this Agreement or a GB policy, you should (1) inform GB about any specific objections you have and (2) discontinue use of the Site until a mutual agreement is reached.

I. GOURMET BASKET’S ROLE, DUTIES, RESPONSIBILITIES, RIGHTS AND OBLIGATIONS

A. GB is an internet platform for vendors to offer and sell food products and related items listed in a unique individual vendor Shoppe on the Site created by GB. GB’s registered and non-registered customers can review or purchase products in your Shoppe at a price agreed to by You and GB.

B. GB offers the Site and Services “as is” and makes no warranties or representations of any kind, implied or statutory. GB and its subsidiaries, directors, officers, employees, agents, suppliers and attorneys specifically deny and disclaim any implied warranty of title, performance, merchantability, fitness for a particular purpose and non-infringement. No information or advice, written or oral, obtained by vendor from GB shall create any warranty. As some states disallow the disclaimer of implied warranties, the foregoing disclaimer may not apply to You. This warranty gives Vendor specific legal rights, and Vendor may also have other legal rights that vary from state to state.

C. GB’s services can be used only by individuals who are 18 years or older and who can enter into legally binding contracts under applicable law. GB states in its Customer Policy that individuals under the age of 18 can use GB’s services only in conjunction with and under the supervision of a parent or legal guardian, in which case the adult is the user and is responsible for all activities. Vendors understand that there may be risks of dealing with persons who are underage acting under false pretenses. GB does not prescreen customers, ask them for proof of age or guarantee the age, identity,

nationality or any other matter concerning membership.

D. You agree that GB is never directly legally involved in the transaction between a customer and a Vendor. When purchasing items through the Site, a customer contracts with a Vendor using GB's platform. GB is neither a party to any transaction between a vendor and a customer nor an agent of either and has no authority to act for or represent either the customer or Vendor for any purpose.

E. Since GB maintains no warehouse, Vendor agrees to drop ship all items purchased directly to GB's customers using GB shipping accounts, unless Vendor and GB agree in writing to ship using Vendor's shipping accounts. GB's computer will automatically email customers' orders to Vendor with the following paperwork: a customer invoice with the customer's shipping address; and item numbers, descriptions and quantities of each item to be shipped. Vendors are required to email GB and the customer copies of the completed packing slip for each order containing shipping date and tracking number. This will enable customers to track their shipments online, saving vendors and GB valuable time.

F. GB is not directly or indirectly legally responsible or liable for:

1. Vendor-customer transactions, and provides no guarantee that such transactions will be completed. Vendor acknowledges GB has no legal responsibility for the quality, safety, morality or legality of any items listed in Your Shoppe; the truth or accuracy of Your listings; or Your ability, legal or otherwise, to sell items; nor do we have any legal obligation to research and determine the quality of Your products or the truth of Your statements about Your products.
2. negative reviews or comments by customers about products in Your Shoppe. Vendor agrees GB may remove objectionable content submitted by customers or bloggers of Vendor's products and also that GB is not obliged to remove such reviews from the Site.
3. interrupted access to the Site, since such access may be caused by factors outside GB's control. GB shall not be directly or indirectly responsible or liable for any caused or alleged damages or losses in connection with interrupted access and/or problems with the operation of the Site that are outside GB's control,
4. outside website, third party or hacker re-posting any of GB's or Vendor's content on the Site. Should such an occurrence take place, Vendor will hold GB harmless for any dispute concerning such event or the use of your content.

G. GB at its sole discretion has the right

1. to ownership of the Site and to determine the content, appearance, design, functionality and all other aspects of the Site and the Services, including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and all other aspects of the Site and the Service and any element, aspect, portion or feature thereof;
2. to delay, suspend, or reject the Vendor's offering, or require the Vendor to remove or not to list any or all products that may be unlawful, mislabeled or objectionable, inaccurately listed or already well represented or listed on the Site;
3. but not the obligation to monitor any activity and content associated with the Site. GB can investigate any complaints or violations of GB's policies including, but not limited to, product reviews, listings and purchase transactions and take any appropriate action. Action may include, but is not limited to, issuing warnings, suspension or termination of services or removal of any materials on the Site. GB

- has absolute discretion to remove, screen, or edit any Vendor account or content that violates GP policy or is otherwise objectionable.
- 4 but not the obligation to report fraudulent Vendor activity to appropriate law enforcement officials, regulators, or other third parties, when there is suspicion that any law or regulation may be violated. To cooperate with governmental requests and, protect and ensure the integrity and operation of GB's systems, business, customers', and Vendors' rights, GB may access and disclose any information it considers necessary or appropriate, including but not limited to customer contact details, IP addressing and traffic information, usage history, and posted content.
 - 5 to withhold for inquiry, deny processing, restrict shipping destinations, stop and/or cancel any Vendor transaction at any time without liability. Vendor agrees to stop and/or cancel orders at GB's request, and, even if You have transferred products to the applicable carrier, You will use commercially reasonable means to stop and/or cancel delivery by such shippers. Any customer order that GB stops or cancels will receive a refund for which the Vendor is responsible.
 - 6 without notice to refuse service, to suspend or terminate any Vendor and/or Customer account for any reason (see III. TERMINATION)

H. Vendor agrees GB is not liable or directly or indirectly responsible for the availability of online websites or resources linked to, not linked to, referenced or not referenced on the Site or any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, product or services available on or through any such websites or resources. Vendor also agrees GB does not endorse and is not liable for any items, product content, advertising or other materials on or accessible from such websites or resources.

II. VENDOR'S DUTIES, RESPONSIBILITIES, RIGHTS AND OBLIGATIONS

A. GB must approve Vendors participation on the Site and reserves the right to refuse approval or provide service to a Vendor for any reason at our sole discretion.

B. Vendor agrees

1. not to use GB's intellectual property including but not limited to our domain or corporate name, graphics, logos, page headers, icons, scripts, service names, content, appearance, design, functionality or trade dress, which are protected by U.S. and international trademark, copyright and other international property laws, and all other aspects of the Site and the Services in any manner (a) that could cause confusion in any way about ownership or anything else or (b) that disparages or discredits GB. All software used in the operation of Gourmet-Basket.com is the property of GB or its software vendors and is protected by U.S. and international laws.
2. not to use any items, data, text, information of any kind, -- including customer names and contact information, usernames, graphics, images, photographs, profiles, audio, video, items, or links --- posted by GB, other vendors, or third parties on GB's Site unless authorized in writing by an officer of GB, Vendor or the third party; GB's Site and Services may be used only for lawful purposes and in a lawful manner.
3. to be solely responsible for determining whether state and/or local sales, use, or other taxes apply to transactions on GB's Site; to inform GB of the applicable sales and/or use tax rates and conditions under which your state or local government taxes food and related products for shipments within or outside of

- the state, if applicable; to inform GB about these rates; and to report and remit the correct tax to the appropriate sales tax authorities. GB is not obligated to make these sales tax determinations for Your state and local sales tax jurisdiction.
4. to warrant that Your business and Your goods comply with all GB policies and this Vendor Agreement and that You have the legal right and ability to sell all Your approved listed products. All sales are binding and You have the duty to complete transactions with any customer who meets Vendor's terms at the price and shipping rate listed in your Shoppe. You must update and maintain inventory of items in your online Shoppe and inform GB of outages. Product information provided to GB and any modifications made by GB and approved by You is Vendor's sole responsibility and must be accurate, current, complete and neither misleading nor deceptive in any manner.
 5. Vendor's Shoppe contains only text descriptions, graphics, pictures and other content relevant to the sale of approved items. You are solely responsible for the conduct and activities relating to Your Shoppe and for all content You submit, post, and display on the Site. You are responsible for creating and enforcing reasonable Shoppe policies that comply with GB Site-wide policies, including shipping, returns, and pricing. GB will post these policies in your Shoppe. You may use GB's Standard Shipping Policy, Return Policy, and Pricing Policy, add information to GB's Standard Policies, or state Your own policies. GB reserves the right to review and approve any policy in Your Shoppe and to request modifications. You may change Your policies by submitting modifications to GB, who will review and authorize them at GB's sole discretion.
 6. although GB claims no ownership rights to Your content, You grant GB consent to use the content concerning Your products and business on GB's Site. You grant GB a non-exclusive, worldwide, perpetual, royalty-free license with sub-licensable rights in any media now known or hereafter known, devised or developed with respect to Your content including all copyright, trademark, publicity, and database rights solely to enable GB to use any information or content You supply for your Shoppe.
 7. You allow GB to store, reformat, enhance and/or alter Your content on GB's Site and display it in any manner that GB chooses with Your final approval, including the content submitted by You or by GB customers.
 8. there are risks associated with Internet transactions and any matter involving domestic and international trade or domestic and foreign customers. You agree to accept such risks and to (1) exercise caution and common sense and practice safe selling when using GB's Site and (2) hold harmless GB and GB's officers, directors, agents, subsidiaries, joint ventures, attorneys, staff and employees from any and all legal claims, suits, responsibility or liability for all acts or omissions of any or all customers using the Site.
 9. that by posting content on the Site, unrelated third parties may seek to repost Your content somewhere else on the web. Vendor will hold GB harmless for any dispute concerning this third-party use. If You display your GB-hosted images on another website other than those Sites now on the Net, the images must provide a link back to our Site.
 10. GB does not grant You a license to use GB customer information for any unsolicited commercial purpose and You may not use or add customer information to Your email, mail or customer list or any other database. You may use any personal customer information, including email address and shipping information, obtained by You from sales transactions **only** to complete the sales transaction unless prior written permission is obtained from a GB officer.

11. You will provide GB with a certificate of liability insurance provided by a carrier(s) with an A.M. Best Company rating of at least A- with the certificate showing at least one million (\$1,000,000) combined single limit for bodily injury and property damage. GB will be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage.

12. You will comply with all

- a. appropriate local, regional, state and federal policies relating to business practices and operate with all appropriate licenses and permits and conform to all necessary health and safety codes to produce, package, pack, ship and sell products within and outside your state through the Internet. GB bears no responsibility for ensuring that a Vendor is or remains in compliance with any or all applicable legal business requirements, health or safety codes mentioned herein.
- b. applicable legal requirements to sell Your items in Your Shoppe, local

laws

regarding online conduct and acceptable content, GB's policies in this Agreement, our Privacy Policy and laws and regulations regarding food expiration dates. GB will automatically refund any customer purchase relating to expired dates and charge the refund for the cost of the item plus freight to the offending Vendor.

C. Vendor must accurately describe each listed item and terms of sale in Your online Shoppe.

Vendor's products, content and Your use of GB's Site shall not:

- 1. use claims that are false, inaccurate, misleading, or fraudulent. Vendor must not be involved in the sale of illegal, counterfeit or stolen items or infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.
- 2. violate this Agreement, any site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, anti-discrimination or false advertising).
- 3. contain items --- identified by the FDA or any other government agency as hazardous to consumers and, therefore, subject to a recall.
- 4. be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including GB's staff or other users), falsely state or otherwise misrepresent Vendor's affiliation with any person through, for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device.
- 5. contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 6. host images not part of a listing, link directly or indirectly to websites that reference or contain information about goods or services offered external to GB; modify, adapt or hack our Site or modify another website so as to falsely imply that it is associated with GB, appear to create liability for GB or cause GB to lose any services of GB's ISPs or other suppliers, or link directly or indirectly, reference or contain descriptions of goods or services that are prohibited

under this Agreement or any other policy on the Site.

7. list any item on the Site or consummate any transaction using GB's Services that could either cause GB to violate any applicable law, statute, ordinance or regulation, or that violates the terms of this Agreement or any GB policies.

III. Termination

- A. Vendor may terminate involvement in GB's Site at any time by e-mailing GB at info@GourmetBasket.com to notify us of your desire to end your Agreement.
- B. GB can, at its sole discretion and without notice, refuse service, suspend or terminate any vendor and/or customer account for any reason including, but not limited to:
 1. excessive customer complaints or returns of Vendor products.
 2. failure to update, maintain and inform GB about inventory that may result in needless sales of out-of-stock items.
 3. inability to respond to customer requests in a timely manner.
 4. excessive credit card charge backs, or continued inactivity of an account.
 5. providing false or misleading claims for or in descriptions of products.
 6. engaging in any prohibited activities listed in this Agreement.
 7. using, without written permission by a GB officer, any customer name or contact information, placing such information on Your own sales list or list of any kind, or You contacting GB's customers directly for any reason other than to obtain necessary information regarding orders processed by GB on the Site.
- C. If GB terminates Your account, if you close Your account, or if a payment of a transaction fee cannot be fulfilled for any reason, Vendor is obligated to pay GB for any fees incurred prior to the effective date of the termination plus penalties, if applicable. Upon termination of Vendor's Account, all pending orders will be deemed instantly canceled. GB reserves the right to offset against any payments to You, a sum sufficient to cover charge backs, refunds and any other debts You may owe GB from your account for a 3-month period. At the end of this period, GB will refund, without interest, the remaining amount not used to offset what You owe GB. Vendor authorizes GB to use any method to seek further payment from You by any lawful means. GB has the right at its sole discretion and without notice to refuse service, to suspend or terminate any vendor compensation, including the debiting of bank accounts or credit cards.
- D. You may contact GB if you have questions or wish to dispute a charge.

IV. SETTING UP A VENDOR SHOPPE

- A. Joining and having GB set up an online Shoppe to display and sell Vendor's goods on the Site is free. Simply complete our online Vendor Shoppe Application.
- B. After you are approved to establish a Shoppe, GB will select the products GB wishes to place in your Shoppe. Once the Shoppe is completed, you may add or delete items only with GB's written permission.

C. You must set up an individual Vendor Account to engage in and document business and financial transactions with GB. You can use your Vendor Account to access your signed Vendor Agreement, GB's policy and agreement changes and your financial accounts listing GB's payments. You are responsible for keeping your Vendor Account information up-to-date and accurate at all times. You must provide GB the following information for this Account:

1. business identification including: real name, business name (if different), and DBA information, if applicable. Vendors who register as a business entity certify that they have the authority to agree to the terms of this Agreement on behalf of the business entity;
2. name, complete physical address, mailing address (if different), phone number and email for the business' CEO or President, the designated representative responsible for Shoppe maintenance and the Customer Service representative;
3. accurate, current and complete payment information.

D. You must provide GB the following information and documents before GB will set up your

Shoppe, which can be provided using a CSV bulk upload:

1. a good quality digital image with a resolution of 72 dpi and measurements of 360 (H) x 520 (W) of each product to be offered in your Shoppe;
2. a full description of each product in your Shoppe. GB has the right to review, edit or re- write content submitted by vendors. The content may be changed with Your approval. You are responsible for the truth, completeness and currency of GB's rewritten descriptions and You warrant that the content is not misleading or deceptive. GB is not liable for Your product information that appears either on or off the Site. You agree to hold GB harmless from any legal responsibility or liability for the accuracy or truthfulness of the content given to GB, and you agree that You use the Site and Services at Your own risk.
3. measurements, ingredients, health information (sugar free, gluten free, etc.) and the amount (package contents) for each product inside its container expressed in ounces, cups, pints, quarts or otherwise as appropriate. Vendor must supply appropriate approval paperwork for items with the following certifications if applicable:
Fair Traded, Allergen Free, Gluten Free, Dairy Free, Nut Free, Sugar Free/Diabetic, Vegan, Organic, Halal and Kosher;
4. reasonable Shoppe policies that do not conflict with either GB's Vendor Agreement or Policies, including the GB Privacy Policy. All Shoppe policies will be listed in Your Shoppe and include those related to shipping, returns and pricing.

E. For Shipping, Vendor agrees:

1. to supply Your handling prices to GB, if any, and accurate shipping weights of each product in its container in ounces rounded to the highest full ounce, to enable GB to accurately calculate shipping costs when a customer places an order.
2. to notify GB at once if there is a discrepancy between the shipping weight on GB's invoice and the actual shipping weight, so that the information can be immediately changed. Customers' freight charges are calculated using the weight you supply us, and GB reserves the right to charge you the difference in freight

charges if the discrepancy is a result of your having given GB undervalued weights for your products.

3. not to charge undue handling fees, which must be reasonable and limited to cover only the costs for labor and materials to pack, ship and/or mail an order. You agree to complete the customer transaction in a prompt manner; to ship using GB shipping accounts unless otherwise stipulated in writing; and to promptly fax or email GB shipping documents and related information clearly showing the date, customer address, quantity of each item, and weight and freight cost of each shipment.

F. For Pricing, Vendor Agrees:

1. to provide GB pricing information for all items listed with a fixed price, and to complete all transactions as described by this Agreement. All sales are binding. You are obligated to sell items at the price listed to any customer who meets your terms, including the price of items and the shipping price.
2. that the price of each item and the total price of items on the Site are at or below the price of the same item that is offered and/or sold via any other online sales vehicle. This specifically includes special sales or discounts, rebates, any promotion listed together with purchases, discounts on or elimination of shipping charges ---or promotional prices for buying any multiples of an item. If You list special prices of any kind in your Shoppe or on any other site, You must notify GB in advance and offer the same pricing for as long as You sell it on your own or any other site. GB defines "price of each item" as the amount payable by a Customer as it appears when you list the product in your Shoppe on the Site or elsewhere on the net. This price excludes the cost of shipping and sales taxes, unless discounts on these items are also listed with special prices elsewhere.
3. to inform GB in writing and in a timely manner of any changes in pricing, which must be mutually agreed upon by GB and Vendor.
4. to assure that listed price in each description is an accurate description of the sale. You may not alter the item's price after a sale, misrepresent the item's location or use another account to alter a sale in any way.

G. Selling items "off-site" to a GB Customer once a transaction has been completed on the GB Site is a violation of the terms of this Agreement and is cause for immediate suspension or termination of the GB Vendor Account.

H. For Information Control, Vendor agrees

1. to provide accurate and verifiable information when registering, maintaining, updating and changing information.
2. to never impersonate any person or business entity nor use a false personal or business name, or a name that Vendor is not legally authorized to use, as such an action violates both state and federal laws.
3. to authorize GB to verify Your information (including any updated information at a later date), to obtain credit or other reports, to approve Vendor for using the Site and to update Your credit information while You are registered as a Vendor.
4. it has the ability and authority to be bound by the terms of this Agreement and has the ability to complete any sales through Your Shoppe as described herein.

I. For Maintaining Security of Vendor Account, You agree

1. to choose a password to access Your Vendor Account on the Site, use the

Services

- and routinely review your completed transactions. GB is not responsible or liable for any loss or damage arising from Your failure to keep Your password secure.
2. to maintain the security of Your password and assure that Your password is not given to a third party, other than those authorized by You to use your account. You are solely accountable for any use of or act taken that utilizes Your password on the Site and for all activity, liability and damage resulting from Your failure to maintain the confidentiality and security of Your password.
 3. to immediately notify GB of any unauthorized use of Your password or any breach of security. If Your password is compromised, GB will look into a possible breach of GB's system and You must choose a new password.
 4. to safeguard Your password and not transfer, assign or sell your account or Your password to another party without GB's written consent.

J. Should You wish to offer suggestions about GB's policies, procedures, activities or transactions or dispute them in any way, please contact GB by email or phone.

V. FEES, PAYMENT AND REFUNDS

A. GB charges either a negotiated percentage commission fee on sales plus a \$0.50 (fifty cent) transaction fee for any credit card transaction, or a fee defined as the difference between GB's total selling price and the total wholesale cost price given to GB by the Vendor. Fees are levied and collected after the order is shipped. GB's negotiated fees or commissions are calculated using the final selling price of each transaction and does not include applicable sales tax or shipping charges unless part of a special promotion agreed to in advance by both parties. Unless changed with adequate notice at a future date, transactions will be administered using the fees and payment terms in effect on the date of sale of each item. Fees and payment terms listed in this Agreement may vary in the future.

B. GB will mail check payments on the 1st and 15th of every month to Vendor's designated mailing address. Outstanding balances will include all payments GB received from Customers' authorized credit card transactions less any commission fees, refunds, previous credit card charge backs and/or other adjustments. Completed orders making up these payments can be accessed on the Site in your password-accessed Vendor Account.

C. GB will reimburse dissatisfied customers on a case-by-case basis (see Customer Terms of Use Policy). GB has the right to seek reimbursement payments from vendors if GB finds You do not deliver goods in a prompt manner or in accordance with Your shipping policy as stated in Vendor's Shoppe; there are erroneous or duplicate transactions; or GB receives multiple charge backs from customers' credit card issuers. GB will obtain these reimbursements by making deductions from future payments to vendor. GB promises fairness with this policy.

D. Sensitive vendor and customer financial information, such as credit card and bank account numbers, will be stored by a third-party payment processor (server) of our choice. All generalized vendor notices will be sent by email and posted on the Site. Those of a very sensitive nature will be emailed directly to vendors at the email address stored in GB's records. We encourage vendors to check for GB's emails on a regular basis.

VI. DISPUTE RESOLUTION & RELEASE

A. GB is not the agent for vendors or customers for any purpose, and GB will not act as either party's agent in connection with resolving any disputes between the parties, including disputes related to or arising out of any transaction. If a dispute arises between one or more parties, each party agrees to release and indemnify GB, our parent, subsidiaries, affiliates, officers, directors, shareholders, agents, attorneys, staff and employees (the "Indemnified Parties") from any and all claims, suits, demands, liabilities and damages (including reasonable attorney's fees and court costs), actual, consequential and punitive, of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

B. Customers will initially be asked to contact vendors for resolution of disputes. We urge both vendors and customers to cooperate to resolve disputes.

C. For the benefit of our customers, we may try to help mediate disputes at our sole discretion, but we have no obligation to resolve disputes between Vendor and others. If We elect to help mediate a dispute, we will do so in good faith based solely on our policies. We are not obligated or qualified to make judgments regarding legal issues or claims, but we reserve the right to do so in our absolute and sole discretion. Any such judgment shall be final and binding on a Vendor.

D. For disputes with GB, please contact us by email or phone and state your disagreements.

VII. PRIVACY & USE OF INFORMATION

A. Vendor acknowledges that You have read the Privacy Policy. We have the right to change it at any time, and it is Your responsibility to check it regularly for changes. We will communicate with Vendors about your listings, sales and services by email or by posting information in your Vendor Account.

B. Vendor agrees that you and your affiliates will not directly or indirectly disclose, pass on or use order information or any other data or information you or your affiliates acquire from GB or its affiliates except to comply with this Agreement or complete transactions performed for GB. If you provide this information to others to complete your transactions with GB, you must ensure that every recipient uses the information only for that purpose and complies with the limitations applicable to use of that information. You can use other information that you obtain separately, even if such information is identical to GB's transaction information, provided that you do not intentionally target communications to GB's customers.

C. When You use the Services, personally identifiable information about You, including Your feedback and your email address may be displayed on the Site and viewed by customers. Except as provided in our Privacy Policy, we will not sell or disclose Vendor's personal information to third parties without Your explicit consent. We store and process content on computers located in the United States that are protected by physical as well as technological security.

VIII. LIMITATIONS ON WARRANTY AND LIABILITY; INDEMNITY

A. GB AND ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY WARRANTIES, IMPLIED OR STATUTORY OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM GB SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO VENDOR. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

B. Vendor warrants and represents that all the products offered by You through the Site are correctly and adequately described, safe for their intended use and/or consumption by customers and will be shipped to customer using a reasonable shipping method based on the type of product being shipped. Vendor further warrants that You shall follow all labeling and all other legal requirements in connection with the preparation and sale of food products both in Your jurisdiction and in the jurisdiction of all customers who purchase Your products.

C. In no event shall GB and its parents, subsidiaries, officers, directors, shareholders, employees, agents, attorneys, and staff be liable for any damages of any kind, including without limitation direct, indirect, general, special, incidental, punitive, and consequential damages, arising out of or in connection with this Agreement, Vendor's conduct or the conduct of Your officers, directors, agents, employees or anyone else acting on Your behalf, in using the Site and the Services, the inability to use the Site or Services, or damages resulting from any items, products or Services purchased or obtained or messages received or transactions entered into through the Site and/or Services with GB.

D. VENDOR AGREES TO INDEMNIFY AND HOLD GB AND (AS APPLICABLE) THE INDEMNIFIED PARTIES HARMLESS FROM ANY CLAIM, SUIT, LIABILITY OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, MADE BY ANY PARTY OR ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT AND THE DOCUMENTS IT INCORPORATES BY REFERENCE, VENDOR'S USE OF THE SERVICES OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANOTHER PARTY.

E. In addition, without limitation, and to the maximum extent allowable by applicable law, You agree to indemnify and hold harmless GB and the Indemnified Parties from all claims, actions and/or liability resulting from personal injury and/or death resulting from, or arising out of, a Customer's use or consumption of products provided by You through the Site or in connection with the Services.

IX. MISCELLANEOUS PROVISIONS

A. Applicable Law. The laws of the state of California govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with GB or its affiliates relating in any way to these terms and conditions or vendor's use of the Services shall be adjudicated in any state or federal court in Los Angeles County, California, and you consent to exclusive jurisdiction and venue in such courts.

B. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

C. No Agency. Vendor and GB are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

D. Entire Agreement. This Vendor Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Policy and Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

F. Survival

Sections IB (Warranty), IB (Site Ownership), IIB(1), (2), (9) and (10) (Content License and Intellectual Property), IIB(12)(b) (Customer Refunds), IIC(4) (Vendor Content and Behavior), IIIC (Funds Due on Termination), IIIG (Selling Offsite), V (Fees, Payments & Refunds), VIA (Dispute Resolution and Release), VIIB (Privacy and Use of Information), VIII (Limitations on Warranty and Liability; Indemnity), IXA (Applicable Law), IXB (Severability) and IXC (No Agency) shall survive any termination or expiration of this Agreement.

G. Notices. Except as explicitly stated otherwise, any notices shall be given by email to info@Gourmet-Basket.com or by postal mail to Gourmet Basket, Inc., 944 Westchester Place, Los Angeles, CA 90019. We will send notice to Vendor's email address provided during the registration process or when You updated changes to Your information. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give You notice by certified mail, postage prepaid and return receipt requested to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.