

## **Terms and Conditions - United States**

### **BOUK Users Terms and Conditions Agreement**

ESSENTIAL: KINDLY PERUSE THE TERMS AND CONDITIONS THOROUGHLY. THE TERMS AND CONDITIONS (“**AGREEMENT**”) REPRESENT A LAWFUL AGREEMENT BETWEEN YOU AND BOUK LLC (COMPANY REGISTRATION NUMBER EIN 88-0635653), LOCATED AT 118 CARLSBAD CT, WEST COLUMBIA, SOUTH CAROLINA, UNITED STATES OF AMERICA (COLLECTIVELY, “**BOUK,**” “**WE,**” “**US,**” OR “**OUR**”).

**IT IS KEY THAT YOU PAY PARTICULAR ATTENTION TO PARAGRAPH 13 OF THIS AGREEMENT THAT GOVERN DISPUTE RESOLUTIONS BETWEEN YOU AND BOUK.**

#### **1. Capacity to Enter/Acceptance of this Agreement**

As a company duly registered by law, Bouk, including any of its wholly owned subsidiary, provides an online market platform, which uses internet, web-based and mobile application technology to create an online forum where you can interact with other users, merchants, food places and/or other businesses and independent or private delivery contractors (“Contractors”). Bouk’s platform (the “Software”) grants users/customers the permission to request delivery pick-ups, drop-offs, and send request for different items, food and/or other goods from numerous places, namely, shops, residential addresses, restaurants and businesses, either for delivery pickup or drop-off. Soon as a request is made, the Software alerts Contractors that a delivery pick-up or drop-off opportunity is open, and the Software expedite execution of the request to the customer. The moment a pickup order is made, the Software communicates with the customer regarding the order for pickup. Kindly note that Bouk is neither a cafeteria, delivery company, or commercial kitchen company, nor is it a courier, shipping provider, common carrier, or food service provider. Meals, groceries, drinks, and other things brought to you are not provided by Bouk. Boukers/drivers are not our personnel, partners, or agents.

You, your descendants, identifies, and immediate predecessor (collectively, “you” or “your”) recognize and justify that by accessing any of our websites located at <https://boukofficials.com> and installing or using our Bouk mobile application, or any other software distributed by Bouk, or accessing any relevant data, feature, or service offered or facilitated by Bouk (each, a “Service” and collectively, the “Services”), or completing the Bouk account registration process, thus depict and permit that:

- (a) You have the power to engage in this Contract (individually, voluntarily, and intentionally) and, if appropriate, in representation of any business on whose authority you have opened a profile, and you have the authorization to tie such business to the Agreement.
- (b) You have studied this Agreement thoroughly, completely comprehend it, and accept to be held by it.
- (c) You have reached the lawful age of majority in your jurisdiction of residency and are able or allowed to enter into a legally enforceable agreement with Bouk.

All persons and other parties who enter or utilize the Services, including, without restriction, any businesses that sign up profiles or somehow utilize or use BOUK’s Services through their different

agents, are referred to as "User" or "Users." Inability to accept to be governed by the Agreement, except expressly stated in this Agreement, would result in entry or use of the Services being disallowed.

## **2. Modifications**

Bouk reserves the right to change the terms and conditions of this Agreement, as well as its policies pertaining to the Software and Services, at any moment, with immediate effect from the period an upgraded version of this Agreement is released through the Services, pursuant to Section 13(k) of this Agreement. As a result, you should check this Consent on a frequent basis, as your continuous use of the Services following any such modifications indicates your acceptance to the changes.

## **3. Regulations, Rules and Prohibitions**

Notwithstanding other regulations, rules and prohibitions contained herein, by registering an account and making use of the Services, you agree to the following:

(a) Only accurate information may be provided to us for registration of an account and prompt notification of any changes to such information as well as proof of identity shall be required and provided.

(b) The Solutions may be used solely in conformity with all relevant laws, including trademarks, patents, business secrets, and other third-party privileges, such as privacy and publicity rights.

(c) The Services may only be used in accordance with the means explicitly authorized by Bouk.

(d) The Software or any content, including Merchants' menu content and reviews, displayed therethrough may not be copied or distributed for republication in any format or media.

(e) The Services should not be used to cause discomfort, trouble, or disturbance to others.

(f) The Services should not be used for impersonation of any individual or organization, or to falsify or distort labels or identifiers in order to conceal the source of any content delivered via the program.

(g) Unless Bouk's express approval has been requested and obtained, the Services, or the materials available therewith, should not be used for any marketing reasons, including but not restricted to engaging, promoting to, prospecting, or trading to any Merchant, User, or bouker/driver/Contractor.

(h) No content displayed through the Services may be compiled, directly or indirectly, with exception to personal, or non-commercial usage.

(i) The Services should only be used in accordance with the law.

(j) Other faults, defects, intrusion attempts tactics, or any infringement of our intellectual property rights that you discover while using the Services must be reported immediately.

(k) The user/customer should not use the Services in any manner that could harm, disrupt, overload, or hinder any Bouk server or the networks that link to it.

(l) The user/customer should not try to acquire illegal entry to any Bouk server's profile, asset, system software, or network.

(m) The user/customer must not explore, analyze, or assess the susceptibility of any network or system, or exploit or bypass any safety or authenticating measures implemented by Bouk to block or prohibit entrance to the Services or its content.

(n) The user/customer may not scrounge, duplicate, benchmark, shape, or track any part of our webpages or any material on our online sites by using any machine, crawlers, web sniffers, harvesting firmware, technical processes, or gadget to dark connect to our webpages or view our webpages mechanically or with any cyborg, crawlers, harvesting software, and/or machine.

(o) Scraping or other automated extraction of data or other information from the Services is not permitted.

(p) The user/customer must not take advantage of our special or voucher system by claiming numerous freebies at once or by creating different profiles to take advantage of limited-time deals.

(q) Any profile username and password or authentication details issued by us for accessibility to the Services should be held confidential and secure.

(r) While accessing the Services, the customer/user must not participate in or display abusive, insulting, racist, discriminatory, or any other conduct that Bouk views unacceptable.

Anyone found to be in breach of any of the foregoing regulations, rules and prohibitions shall have the account suspended and/or permanently deactivated without prior notification.

#### **4. Additional Terms and Policies**

By accessing the Platform, the user/customer also recognizes and consents to Bouk's gathering, usage, and dissemination of personal data in compliance with Bouk's [Privacy Policy](#), which is contained into this Agreement by reference. Furthermore, the customer accepts to be governed by any new rules, phrases, or regulations that may be posted on the webpage, software, or mobile phone app.

#### **5. Contractors and Merchants Are Independent**

Bouk is a technological software platform linking the user/customer with independent service providers and others that sell the items offered through the Services ("Merchants"), as well as independent third-party contractors who perform delivery pick-up and drop-off services ("Contractors"). The user/customer acknowledges that Bouk bears no liability or legal accountability for the negligent acts of any Merchant or Contractor, and that BOUK just serves as a platform for the user/customer to interact with Merchants and Contractors.

#### **6. User Account**

To access sections of the Services, a user/customer must sign up or own a profile, and during the enrollment process and at all other moments when the person accesses the Services, the customer must provide exact, existing, and accurate data, as well as frequently modify the details to maintain it authentic, recent, and comprehensive. The customer is the profile's only recognized and permitted user, and he or she or they must not reveal the profile's credentials to anyone else, and he or she or they must follow the terms of paragraphs 3 (a) to (s) of this Agreement. Please see paragraph 3 for more information.

## 7. User Content

(a) **User Content.** Bouk will offer participatory possibilities for the customer via its Services, including, for instance, the option to publish Customer reviews (collectively, "User Content"). The Customer affirms and declares that all Personal Information that they upload, publish, and/or alternatively communicate over the Platform is theirs or and they have the authority to publish it. Furthermore, the Subscriber signifies and authorizes that any Personal Information they disclose, publish, or convey via the Platform (i) does not possess any illegal information; (iii) doesn't breach any rule or policy; (ii) doesn't violate any third-party privilege, in addition to any patent rights, brand name, trademarks, proprietary information, confidentiality right, or other proprietary information or right; and (iv) does not hold content that is false, deliberately deceptive; (v) doesn't breach this Agreement. The Subscriber clearly and explicitly gives Bouk a continual, irreversible, exchangeable, totally paid, royalty-free, non-exhaustive, globally, complete sublicensable entitlement and permit to use, duplicate, showcase, publicize, customize, delete, publicly display, translate, transmit, and/or otherwise use the customer Information in relation with Bouk's business in all aspects now recognized or in the future created ("Uses"), without notice to and/or permission by the customer ("Uses"). The Customer also grants Bouk permission to utilize the Person's username, first name, and last initial, as well as other Customer account details, including User's rating history, without prior notice or authorization.

The Subscriber also acknowledges that the license issued to Bouk herewith includes authority for other Users to see and use their User Content in combination with involvement in the Services and as allowed by the Services' features and functions; and that the rights given to Bouk herewith shall outlive termination of the Services or the Person's profile.

Furthermore, the user acknowledges that, at Bouk's absolute discretion, it may analyze and/or remove the customer Content Posted. Bouk might also see, interpret, retain, and divulge information that it genuinely believes is essential to (a) implement this Agreement, such as assessment of breaches hereunder; (b) comply with any relevant legislation, legislation, judicial procedures, or governmental request; (c) identify, avert, or identify scams, privacy, or operational problems, (d) react to customer queries, or (e) safeguard the interest, assets, or stability of Bouk, its other Users, or third parties.

(b) **Feedback.** The User acknowledges that any views, recommendations, and/or propositions provided to Bouk via its feedback channels are contributed at the User's own discretion, and that Bouk offers the User no responsibilities in connection with such Feedback. The Subscriber signifies and authorizes that they hold every required permission to submit such Feedback, and herewith give to Bouk a continual, irreversible, exchangeable, royalty-free, globally, total sublicensable right and license to use, replicate, show, publicize, tweak, delete, display the work publicly, translate, disperse, and/or use such Feedback.

(c) **Ratings and Reviews.** Merchant or driver/bouker ratings and feedback ("Ratings" and "Reviews") are Users Data and are regulated by this Agreement. The Reviews and Comments do not reflect Bouk or its affiliates, and Bouk neither endorses nor accepts any culpability for the Customer testimonials or any allegations for financial damage deriving from the User ratings. To preserve the high degree of reliability with which we relate Reviews made accessible on the apps, the Customer accepts that: (i) they will desist from giving Evaluation for any Vendor or bouker/driver to which they possess ownership stake, employment contract, or other association, or for any of that organization's closest rivals; (ii) you will not submit a Review for monetary benefits, or other rewards from a Merchant or business; (iv) you will provide a Rating according to applicable laws

Bouk retains the right delete any profile Content that breaches these provisions with respect to Ratings and Reviews and no prior notice shall be required in the circumstance.

## **8. Communications with Bouk**

The User agrees to obtain digital information from Bouk, Contractors, or third-party service providers, including emails, SMS, or voice calls, to the mobile contact number submitted to Bouk. These may include messages created by automated phone dialing systems and/or which will transmit programmed messages delivered by or on behalf of Bouk, its related companies, and/or Contractor, such as interactions regarding request made via your account on the Platform. It's possible that applicable charges will apply. Please keep in mind that delivery SMS sent between the customer and Boukers/drivers are totally transactional, and not advertisement. To make any modifications to the aforementioned, the customer can go to their profile's Settings and update their notification choices. You must reply "STOP" from the mobile number receiving the texts to opt out of getting marketing SMS from Bouk.

## **9. E-SIGN Disclosure**

In addition to the above, the User who creates and accesses the account in Bouk's platform equally consents to the use of an electronic record to document your agreement, which consent may be withdrawn by emailing Bouk with "Revoke Electronic Consent" in the subject line.

The Customer will need (i) a device (such as a desktop, laptop or smartphone) with a web browser and Internet connectivity, and (ii) either a printer or memory capacity on such gadget to read and maintain a version of this disclosure. Email Bouk with your contact details and postal address for a complimentary hardcopy or to modify our databases of your contact details.

## **10. Intellectual Property Ownership**

Bouk will own all rights, claim, and interests in and to the Software and Services, including any associated intellectual property rights (and its licensors, where relevant). This Agreement is not a purchase, and it does not grant the Customer or party rights of ownership in or relating to the Software or the Services, or any intellectual property rights held by Bouk. The Bouk identities, slogans, and marketing materials associated with the Software and Services are trademarks of Bouk or third parties, and no permission or license to use them is provided. Any copyright, trademark or other intellectual rights indications contained in or underlying the Software must not be removed, altered, or obscured by the Customer.

## **11. Payment Terms**

(a) **Prices & Charges.** The Customer is completely aware of the following: (a) Bouk is under no responsibility to itemize its prices, earnings, or profitability when publicizing such costs; (b) the prices for menu or other items displayed through the Platform are not influenced by Bouk and (c) Bouk reserves the right to refuse service to anyone. The subtotals indicated at checkout for some transactions are approximations that may be greater or lesser based on the final in-store totals. Bouk retains the right to bill the total cost to the Customer's payment option after completion in those circumstances. Except for taxes based on Bouk's earnings, the Customer is responsible for

any transactional taxes on the Services delivered under this Agreement. When the cost to a customer's payment option differs inaccurately from the full sum, including subtotal, surcharges, and tip, presented to you at checkout and/or after tip is chosen, Bouk retains the right an extra fee to the customer's payment option after the original charge to ensure that the overall sum charged matches the overall sum displayed. All transactions will be managed by Bouk or its payment provider and will be made using the customer's specified payment option. The card issuer may present us with revised card information if the customer's bank details changes. We may use these new details, as well as information from existing cards on record, to help avoid service interruptions. Kindly clarify your payment details if the customer wishes to use a different payment means or if the payment method changes.

(b) **No Refunds.** All fees for orders that have been fulfilled and received are irrevocable and non-refundable. Bouk is under no obligation to offer reimbursements or vouchers unless its assessment allows it.

(c) **Promotional Offers and Credits.** Bouk may offer special deals to any Customer, with varied features and fees, at its absolute discretion. These special offers are subject to the limitations of this Agreement and might only be applicable to a limited number of Customers, as specified in the promotion. Promotional offers: (i) are susceptible to the precise terms that Bouk sets for such special deal; (ii) should only be used by the target demographic, for the original intention, and in a legal way; (iii) should not be recreated, auctioned, transmitted, or made available to other people in any way, except if explicitly authorized by Bouk; (iv) cannot be exchanged for money or cash equivalent; and (v) are invalid after the date indicated. In the occasion where Bouk ultimately decides that the claiming of the promo or issuance was in error, untruthful, legally questionable, or in infringement of the relevant promotion contexts or this Agreement, Bouk retains the authority to withdraw or subtract reward points or benefits gained through a promotion. At all moments, Bouk maintains the authority to change or withdraw a deal. Bouk's special Offerings and Credits Terms and Conditions (which are contained this Agreement by default) is applicable to all special offers, and Bouk may amend its Promotional Offers Conditions at any moment. Bouk may also provide free credits that can be used to purchase Services. Except for where restricted by law, any credit provided by Bouk is redeemable for 6 months from the time issued and will not be converted to money or currency equivalents. Credits are withdrawn from the customer's profile after they expire. Credits that have lapsed cannot be applied to any transaction. Credits given via a Customer's Bouk profile can only be used to purchase services from that business.

(d) **Referral Program.** Bouk's Referral Program allows Users account in excellent shape to earn free Bouk credits by asking their qualified peers to sign up as novel Bouk Customers using a special referral code. The Customer might get a complimentary credit as mentioned on Bouk's Referral Program. The Customer agrees that Bouk has the right to amend or discontinue the Referral Program's rules at any moment.

(e) **Fees for Services.** Bouk reserves the right to collect charges for our Services as we see fit, including Delivery Fees, Service Fees, and Rush Fees. Bouk might also collect merchant fees, such as commissions and other payments, on request placed via the Platform, and fees may vary as we believe reasonable or suitable for our business or in accordance with applicable legislation.

(f) **Gift Cards.** Except as provided below, Gift Cards may be redeemable towards eligible orders placed on [www.boukofficials.com](http://www.boukofficials.com) or Bouk apps in the United States. However, if a user has a Gift Card that was purchased, they must use any remaining balance of that Gift Card on the service (Bouk) where the card was first redeemed. Gift Cards are made available and provided by Bouk LLC. Please note that Gift Cards are not redeemable for cash except when required by applicable law.

## **12. Third-Party Interactions.**

(a) **Third-Party Websites, Applications and Advertisements.** The Services may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements (“**Third-Party Advertisements**”) (collectively, “Third-Party Websites & Advertisements”). When a customer clicks the link to a Third-Party Domain, Third-Party Application, or Third-Party Advertisement, Bouk does not alert the customer that they have left Bouk's webpage or Services and are now held to the terms and conditions of the Third-Party. Bouk has no jurisdiction over Webpages. Bouk does not evaluate, endorse, supervise, promote, certify, or support any Third-Party Webpages, or their offerings. All links in Third-Party Internet page are used at the subscriber's own peril. As a result, prior to engaging in any business with a third party, a subscriber could perhaps evaluate the relevant terms & conditions, including the confidentiality and security procedures of any Third-Party Webpages, and conduct whatever inquiry they deem necessary or helpful.

(b) **App Stores.** The Software and Platform are subject to the availability of the third party from which you obtained the application license, such as the Apple iPhone or Android app stores ("Google play Store"). The customer and Bouk are the parties to this agreement, not the App Store. Bouk, and not the App Store, is entirely liable for the Software, along with the smartphone application(s), their contents, management, technical support, and warranties, as well as any disputes arising from them (such as legal compliance, or intellectual property infringement). The subscriber also accepts to pay any fees (if applicable) billed by the App Store in correlation with the Software; abide by pertinent third-party terms and conditions (e.g., the App Store's policies) when using the Software or the Services, and the customer's authorization to use the Software and the Services is inculcated on complying with all relevant third-party terms and conditions (e.g., the App Store's policies). The customer declares that they are not resident in a nation that is under United States sanction or declared a "terrorist sponsoring" terrain.

## **13. Arbitration Agreement (Dispute Resolution).**

**KINDLY TAKE TIME TO READ THE FOLLOWING SECTION CAREFULLY. THE REQUIREMENT OF ARBITARTION IS ESPECIALLY ESSENTIALIT AS IT INVOLVES THE MEANS THROUGH WHICH DISPUTES WITH BOUK AND THE USER MAY BE RESOLVED.**

(a) **Extent of Arbitration Agreement.** The Customer accepts that any conflict pertaining in any way to their association or payments with Bouk as a Customer of our Services, to any business promotion involving Bouk or the Services, to any goods or services produced or dispersed using the Services that you obtained as a Customer of our Services, or to any facet of their interaction or payments with Bouk as a Customer of our Services will be settled by binding arbitration, instead of in court, excepting in situations where (1) the User or Bouk can actively sought adequate remedy in court for violation or misappropriation of intellectual property laws if the assertions meet the criteria for small claims court (such as trademarks, domain names, copyrights, and patents) and; (2) the customer might lay assertions in small claims court where such allegations qualify, as long as the case stays in such court and proceeds only on a personal level (non-class, non-representative) basis. This Arbitration Agreement shall be applicable to all matters that originated or were brought prior to the Effective Date of this Agreement, beyond restriction.

Through the acceptance of this Arbitration Agreement, the User elects not to participate in any class action against Bouk but may claim against Bouk via arbitration in its individual capacity.

(b) **Informal/Traditional Resolution.** The Parties accepts that good-faith informal attempts to settle disagreements can most times lead to quick, moderate, and mutually advantageous results, and thus understand that, before any party seeks arbitration against the other, private discussions to seek unofficial approaches of resolution in good faith via video call or phone call must take place first. The originating party must provide the other a written statement of the anticipated informal discussion directly, and the conversation must take place 45 days after the other party gets such communication, unless a collectively satisfactory postponement is granted. The message might be sent to the official email addresses or to any other acceptable record-keeping method. Until the unofficial procedure is finished, the statute of limitations and other applicable statutes will be tolled.

(c) **Arbitration Rules and Forum.** This Arbitration Agreement covers disputes between the user and any BOUK affiliates, subsidiaries, successors, agents, and employees that arise out of or relate to this Agreement, but it does not apply to any claims that cannot be arbitrated under applicable law. To the extent the parties have both arbitrable and non-arbitrable disputes that are related, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration. Even if the parties are protected from the FAA, the parties totally accept that the FAA will regulate this Agreement. Any disagreements over the FAA's interpretation will be decided by an independent arbitrator. The state law regulating arbitration agreements in the state where the customer operates will prevail if the FAA does not apply for whatever cause.

(d) **Arbitrator Powers.** Any conflict regarding the interpretation, validity, recognition and enforcement, or establishment of this Arbitration Agreement shall be resolved solely by the arbitrator, not by court at different levels or institution, including, but not restricted to, any assertion that some or all sections of this Arbitration Agreement is unenforceable. All disagreements over the fees of arbitrator, including the scheduling of such fees and sanctions for lack of payment, must be resolved by an arbitrator rather than a law court. The arbitration shall determine user and Bouk's rights and responsibilities, if any. The arbitration action cannot be merged with other cases or added with any other hearings or parties unless explicitly allowed in paragraph 13(g) of this Agreement. The arbitrator will be able to accept petitions that will resolve all or some part of any allegation or disagreement. The arbitrator has the power to grant financial compensation and non-money related solution or remedies applicable to a person within relevant laws, the procedures of the arbitration venue, and this Agreement on a case-by-case basis (including this Arbitration Agreement). The arbitrator shall produce a formal report of ruling outlining the key observations and results that shall be used to make any judgment (or discretion not to make an award), as well as the compensation granted. The verdict is exclusively enforceable between the parties and has no bearing on any subsequent arbitration or other procedure involving a separate party. The arbitrator must adhere to all relevant laws. The arbitrator has similar ability as a judge in a law court to grant relief on a case-by-case basis. The ruling of the arbitrator is binding on both parties.

(e) **Waiver of Jury Trial.** Except as provided in paragraph 13(a) earlier in the section, both Parties forego all constitutional and legal rights to sue in court and have a judge or jury trial, but rather choose to have disputes and litigation settled by arbitration. Arbitration does not have a judge or jury, and court scrutiny of an arbitration ruling is restricted.

(f) **Waiver of Class or Joint Actions.** The customer and bouk accept to forgo any ability to settle disputes inside the range of this arbitration agreement on a collective, group, or delegated grounds, pursuant to paragraph 13(g) of this agreement. Unless as provided in paragraph 13, all



complaints, and disagreements inside the terms of this arbitration agreement shall be arbitrated on a case-by-case grounds, not on a class or group basis.

(g) **Batch Arbitrations.** To accommodate effectiveness and speed of settlement, the arbitrator shall group claims into batches and deliver negotiated settlements of each batch as an only one arbitration if 100 or more related arbitration claims against Bouk are presented to an arbitrator chosen in line with the regulations outlined above inside a 30-day period. You accept to work with Bouk and the arbitrator in good conscience to achieve a batch approach to settlement.

(h) **Opt Out.** A registered customer can send a declaration to BOUK stating that he or she or they intend to opt out of this Arbitration Agreement. If that is done, they should send BOUK a Notice via First Class Mail. The person's opt out statement should be mailed inside 30 days of the Agreement's start date to be valid. Both parties are presumed to have consented to this Mutual Arbitration Clause if the customer does not opt out within 30 days of the Agreement's start date.

(i) **Modification.** Any subsequent substantial update to this Arbitration Agreement made by Bouk, without detriment to any other element of the Agreement, will not be applicable to any personal issue(s) for which notification has been submitted to Bouk.

(j) **Survival.** If user engagement with Bouk ends, this Arbitration Agreement will continue to apply.

(k) This Arbitration Provision does not apply to conflicts amongst parties that are not entitled to a pre-dispute arbitration agreement, such as those granted by an Act of Congress or a legitimate, binding Executive Order.

(l) The CPR Rules can be accessed at [www.cpradr.org](http://www.cpradr.org)

#### **14. Social Media Guidelines.**

Bouk, being an online platform/marketplace, operates a number of social media accounts for the convenience of its users. You accept to follow our regulations by submitting, discussing, or engaging with these accounts.

#### **15. Transactions Involving Alcohol**

Any liquor beverage request and delivery in the United States will be authorized only if the customer is 21 years of age or older. Any request for and delivery of liquor beverages in another country will only be valid if the customer is of lawful drinking age in the specific location. Additionally, when getting liquor, the customer is expected to submit acceptable government-issued identity to the Contractor providing the products in order to establish the receiver's age and verify that the receiver would not be drunk when obtaining such items. If the customer is under the age of 21, doesn't present an acceptable government-issued Identity, the details on the ID does not fit the details on the request, or is clearly drunk, the Contractor can refuse the request or/and delivery. If the Contractor seems unable to finalize the delivery of liquor for any of the reasons mentioned above, the customer will be charged a non-refundable \$50 restocking fee.

#### **16. Indemnification**

A. The user accepts to indemnify, safeguard, shield and hold harmless BOUK, along with all parent, division, and/or related entities, as well as its historical and contemporary successors, executives, officials, stakeholders, intermediaries, legal teams, and workers, from any and all claims, requests, harm, cases, liabilities, deeds, and obligations originating wholly or in part from, as a consequence of, or in correlation with the user or/and their employees actions and/or omission resulting from the execution of the contracted service within this Agreement, also comprising of bodily harm or demise of any individual (including to the user and/or their workers) in addition to any obligation generating from the user's fault to obey and follow the terms of this Agreement. The user's obligations under this agreement include legal fees, including lawyers' fees, as well as the settlement of any final court ruling or resolution reached against BOUK or its parent, subsidiary, and/or related firms.

B. The terms in this paragraph will not be affected by the deactivation of the customer's profile, this agreement or the deletion or customer's accessibility of the Software or Services.

## **17. Disclaimer of Warranties**

The user clearly affirms that the use of the software is totally at their own risk, to the maximum level permitted legally. Modifications to the software can be made on a regular basis and can occur at any moment without prior notification. The software is supplied "as it is" with no expressly guarantees of any sort, including durability, compatibility for a specific reason, and non-infringement. Bouk offers no guarantees or claims about the information made accessible via the software or services.

Bouk does not guarantee that the software or services can run without errors or that they will be free of bug or other malware. If the customer requires to service or replace devices or data while using the software or services, bouk is not liable for the cost of doing so.

## **18. Internet Delays**

Constraints, interruptions, and other issues involved in the use of the Internet and digital interactions may apply to the Software and Services. Bouk is not liable for any disruptions, service failures, or damages, theft, or harm originating from such incidents, unless otherwise stated in Bouk's Privacy Policy or as mandated by relevant regulations.

## **20. Exclusive Venue**

Both the customer and Bouk accept that all issues and conflicts generating out of or connected to the Agreement will be resolved solely in the United States District Court for the District in which the customer resides, to the extent that both parties are authorized to do so within this Agreement.

## **21. Termination**

1. BOUK can rescind this Agreement and delete the CONTRACTOR'S Bouker profile only on the grounds stated in the BOUK POLICY to which the CONTRACTOR is in express agreement, or for a fundamental breach of this Agreement or any egregious actions or behavior. BOUK may also temporarily remove access to the platform of BOUK for the purposes of timely investigation where fraud or abuse is suspected, including

circumvention of compliance with Legal Process, or when deemed necessary to protect the safety and security of the users of BOUK platform.

2. Bouk reserves the right to change or cancel the Software or Service, as well as amend, stop, or revoke your accessibility to the Software or Services, at any time or without warning to the customer also without liabilities to the user or any third party.
3. Bouk maintains the authority to enforce legal action, including civil, criminal, or injunction action, in relation to restricting or discontinuing the user's accessibility to the Software or the Service.
4. Even when the user's permission to access the Software or Services is revoked, this Agreement continues to be binding on them. All clauses that, by their essence, should outlive the revocation of this Agreement in order to give effectiveness to those clauses will do so.

## **22. General Agreement.**

This Agreement represents both parties' ultimate, full, comprehensive, and final agreement on this particular subject herein, and it supersedes any previous talks among both parties on the specific subject. The conditions of any different agreement(s) amongst the customer and Bouk pertaining to the user's job as a worker or independent contractor, which would include, any sort of Independent Contractor Agreement governing the user's actions as a Contractor, shall not be superseded, amended, or modified by this Agreement.