

These Terms provide that with limited exceptions covered by Section 17.3 of these Terms all disputes between you and LopesEat arising out of or relating to these Terms or your use of the PLATFORM (the “Disputes”) will be resolved by BINDING ARBITRATION. For such Disputes, YOU WAIVE YOUR RIGHT TO bring a class or representative action, or GO TO COURT under these Terms. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims must be brought individually and not as a class or representative action. Please review Section 17 (“Dispute Resolution and Arbitration”) for the details regarding your agreement to individually arbitrate any Disputes with LopesEat.

Thank you for your interest in the LopesEat application for your mobile device (the "App") provided to you by LopesEat LLC. ("LopesEat", "us" or "we"), and our web site at LopesEat.com (the "Site"), as well as all related web sites, networks, and downloadable software provided by us and on which a link to these Terms of Service is displayed (collectively, together with the App and Site, our "Platform"). These Terms of Service (these "Terms"), including the Privacy Policy incorporated into these Terms by reference and any other applicable policies and guidelines, as may be updated from time to time, govern your use of the Platform. These Terms constitute a legal agreement between you and LopesEat. In order to use the Platform you must agree to these Terms.

All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors. If you use the Platform on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and “you” and “your” herein shall refer to that entity.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE PLATFORM.

LopesEat PLATFORM

The Platform connects consumers with retail stores, and restaurants (“Merchants”), and with independent contractor couriers (“Couriers”), to facilitate on-demand delivery or pickup services. Through the Platform, consumers may request that merchandise or food be made available for pick-up or delivered to them from a Merchant by Couriers who contract with LopesEat to access the Platform and receive delivery opportunities.

LopesEat is not a retail store, restaurant, food delivery platform, merchandise delivery platform or food preparation entity. LopesEat is not liable or responsible for Merchants’ compliance with applicable federal, state, or local laws, rules, regulations or standards pertaining to their businesses. In addition, LopesEat does not guarantee the quality of what Merchants sell and

does not independently verify, and is not liable for, representations made by Merchants regarding their products on the Platform.

LopesEat is not the retailer of any products offered by Merchants, nor is it in the delivery business or a common carrier. LopesEat provides a technology platform facilitating the transmission of orders by consumers to Merchants for pickup or delivery by Couriers. Couriers are independent contractors and not employees, partners, agents, joint ventures, or franchisees of LopesEat. Couriers have entered into independent contractor agreements with LopesEat, which require them to comply with all applicable federal, state, and local laws, rules and regulations. LopesEat shall not be liable or responsible for any delivery services provided by Couriers, or any errors or misrepresentations made by any of them. You hereby acknowledge that LopesEat does not supervise, direct, control, or monitor a Courier's provision of services and expressly disclaims any responsibility or liability for the services performed.

LopesEat is committed to ensuring that the merchandise or food ordered by a consumer is delivered in a manner consistent with consumer's expectation.

As provided in greater detail in these Terms, you agree and acknowledge these material terms:

- The Platform is licensed, not sold to you, and you may use the Platform only as set forth in these Terms;
- Your use of the Platform may be subject to separate third party terms of service and fees, including without limitation your mobile network operator's ("Carrier") terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- You consent to the collection, sharing, and use of your personally identifiable information in accordance with LopesEat' Privacy Policy;
- The Platform is provided "as is" without warranties of any kind, and LopesEat' liability to you is limited; and
- Disputes arising under these Terms will be resolved by binding individual arbitration.

1. Eligibility

You must be at least eighteen (18) years old to use the Platform. By agreeing to these Terms, you represent and warrant to us: (1) That you are at least eighteen (18) years old; (2) That you have not previously been suspended, banned, or removed from the Platform; and (3) That your registration and your use of the Platform is in compliance with any and all applicable laws and regulations.

2. Accounts and Registration

To access some features of the Platform, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your name, credit card information, e-mail address, phone number, profile image, or other

contact information). You agree that the information you provide to us is accurate, current, and complete, and that you will keep it up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and any password for Facebook, Google, or other third-party login. You accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, you must immediately notify us via our Help Center. LopesEat will not be liable and you may be liable for losses, damages, liability, expenses, and lawyers' fees incurred by LopesEat or a third party arising from someone else using your account due to your conduct regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

3. Scope of License

The Platform is licensed, not sold, to you for use only under the terms of this license. LopesEat reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with these Terms, LopesEat hereby grants you a personal, limited, non-sublicensable, non-transferable, and revocable license to access the Platform on compatible devices that you own or control, solely for your own personal, non-commercial use, and only in a manner that complies with all legal requirements that apply to you or your use of the Platform. LopesEat may revoke this license at any time, in its sole discretion.

You may not modify, alter, reproduce, distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the App. If you breach these license restrictions, or otherwise exceed the scope of the license granted in these Terms, you may be subject to prosecution and legal damages, as well as liability for infringement of intellectual property rights. These Terms will govern any updates provided to you by LopesEat that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license in which case the terms of that license will govern.

4. Payment Terms

4.1. General Payment Terms

Platform

You understand that the prices for product or menu items displayed through the Platform may differ from the prices offered or published by Merchants for the same product or menu items and/or from prices available at other third-party websites/mobile applications. Prices for product or menu items displayed through the Platform may not be the lowest prices at which the product or menu items are sold.

Because of the nature of the Platform, LopesEat does not always know how much a Merchant will charge for a particular product or menu item. Where your cart includes product or menu items for which LopesEat does not know the exact price to be charged by the Merchant, LopesEat may designate an estimated subtotal for such product and menu items (the “Estimated Subtotal”). Similarly, where LopesEat does not know the exact price of certain or all fees associated with the order, including any applicable taxes and/or LopesEat fees, we may designate an estimate for such fees (the “Estimated Fees”). If you have included product or menu items in your cart that are subject to Estimated Subtotal and/or Estimated Fees, we will provide you with an estimated total. Merchants may charge more or less than the Estimated Subtotal for products or menu items you order. Similarly, we may charge more or less than the Estimated Fees based upon the final prevailing price of Merchant’s goods. In some cases, we may not be able to provide Estimated Subtotal or Estimated Fees, such as when the merchandise cost is unknown or we are otherwise unable to predict fees. LopesEat reserves the right to determine final prevailing pricing of all product or menu items ordered through the Platform. In cases in which prevailing pricing is different than the Estimated Subtotal and/or Estimated Fees, what you are ultimately charged may be different than the estimated total. You acknowledge and agree to pay the prevailing pricing and fees, even if they differ from the Estimated Subtotal and/or Estimated Fees. Please visit our Help Center to learn more about how product or menu items are priced.

Certain features of the Platform, including placing orders, may require you to pay fees to LopesEat. LopesEat may change, or add, fees for use of our Platform at any time as we deem necessary or appropriate for our business. You will have an opportunity to review and accept an estimate of the fees that you will be charged, as applicable. The final fees may differ from the estimate. In all cases, you acknowledge and accept that a fee will be charged and you agree to pay said fee. We encourage you to check our Site or visit our Help Center periodically to learn more about how we charge for the Platform.

LopesEat has no obligation to itemize its costs, profits or margins when publishing prices on the Platform and reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Platform provided under these Terms (other than taxes based on LopesEat’ income).

LopesEat will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. We may also place a pre-authorization hold on your payment method, as described in Section 4.3.

Charges paid by you are final and non-refundable, except as expressly provided in Section 4.2, and will be quoted in the local currency of the location where the order is being delivered or picked up. Except as expressly provided in Section 4.2, LopesEat has no obligation to provide refunds or credits. However, LopesEat, in its sole discretion, may provide consumers with refunds, courtesy delivery or product credits, or make promotional offers with different features

and different rates to any consumers, which are subject to these Terms (see Credits section below).

Referral Program (If we ever have one)

LopesEat, in its sole discretion, may offer a referral program ("Referral Program"), allowing consumers to earn courtesy delivery or product credits, or other promotional rewards ("Referral Program Rewards") by inviting their eligible friends to register as new LopesEat consumers using a unique referral code ("Referral Program Codes"). Referral Program Codes must be used for the intended audience and purposes, and may not be sold or transferred in any manner or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by LopesEat. Referral Program Rewards may vary by consumer, location, and/or availability. Referral Program Rewards can only be redeemed for LopesEat orders on LopesEat.com or LopesEat app with the latest version, and within areas and times that LopesEat Platform is available. Referral Program Rewards are non-transferrable, may not be resold, and are not redeemable for cash, cash equivalent or other consideration. Referred consumers will be disqualified and will not receive Referral Program Rewards if LopesEat has a record of their name, email, phone number, device, or credit card having been used for a prior LopesEat order or being linked to an existing active or inactive LopesEat account. You agree we may change the terms and conditions of the Referral Program, terminate the Referral Program, or expire, deduct, limit, or modify your Referral Program Rewards at any time for any reason, including but not limited to, the event that LopesEat determines or believes that your participation in the Referral Program or use or redemption of Referral Program Codes was in error, fraudulent, illegal, or otherwise in violation of these Terms.

Promotional Offers and Credits.

Promotional Offers. LopesEat, in its sole discretion, may make promotional offers with different features and different rates to any consumer. These promotional offers are subject to these Terms and may be valid only for certain consumers as indicated in the offer. A consumer must have a valid LopesEat account with a valid form of accepted payment on file to take advantage of a promotional offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by LopesEat; (iii) are subject to the specific terms that LopesEat establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; (v) may only be applied if all qualifying conditions are met; and (vi) are not valid for use after the date indicated in the offer.

Promotional offers can only be redeemed for LopesEat orders on LopesEat.com or LopesEat app with the latest version, and within areas and times that LopesEat Platform is available. Promotional offers are non-transferrable, may not be resold, and are not redeemable for cash, cash equivalent or other consideration. For promotional offers available only to new consumers or new Unlimited subscribers, as applicable, consumers will be disqualified and will not be

entitled to receive the offer if LopesEat has a record of their name, email, phone number, devise, or credit card having been used for a prior LopesEat order or being linked to an existing active or inactive LopesEat account. Offers cannot be applied retroactively for prior purchases and cannot be combined unless otherwise indicated. You agree we may change the terms and conditions of an offer, terminate an offer, or expire, withhold, deduct, limit, or modify an offer at any time for any reason. LopesEat reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that LopesEat determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms. LopesEat reserves the right to modify or cancel an offer at any time. The offer-redeeming consumer is responsible for paying any applicable sales tax related to the use of an offer. LopesEat has no obligation for payment of any tax in conjunction with the distribution or use of any Offer.

Credits. LopesEat may, from time to time, issue gratuitous credits in its sole discretion. LopesEat credits will be automatically applied to your next order, can only be redeemed for LopesEat orders on LopesEat.com or on the LopesEat app with the latest version, and within areas and times that LopesEat Platform is available. Credits may be applied toward order subtotals (excluding gratuity) or delivery fee only as indicated in your consumer account. The expiration date(s) for such credits can be found in the LopesEat app and/or the credit-issuing email. Credits may not be applied with any other offer. Credits are non-transferrable, may not be resold, and are not redeemable for cash, cash equivalent or other consideration. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order.

If your account is cancelled for any or no reason, you may forfeit any pending, current, or future credits or promotional offers and any other forms of unredeemed value in or associated with your account without prior notice to you.

4.2. Unlimited Subscription (if we ever have one)

LopesEat Unlimited ("Unlimited") is offered as a monthly or yearly pre-paid subscription to the Platform on a per account basis. By signing up for Unlimited and providing us with your payment account information, you are signing up to an auto-renewing subscription requiring recurring payments and agree to pay the then-current applicable fee associated with the subscription.

If you sign up for the monthly subscription, you will be charged your first monthly subscription fee and any applicable taxes on the date you purchase your subscription or, if your subscription includes a free trial, on the day after your free trial ends. Your subscription will automatically continue on a monthly basis, and you will continue to be charged on a monthly basis at the then-current price (including any applicable taxes), until you cancel your subscription or we terminate it. If you sign up for the yearly subscription, you will be charged your first upfront, non-refundable (except as described below) yearly subscription fee and any applicable taxes on the date you purchase your subscription or, if your subscription includes a free trial, on the day after your free trial ends. Your subscription will automatically continue on a yearly basis at the

then-current price (including any applicable taxes), and you will continue to be charged on a yearly basis, until you cancel your subscription or we terminate it. You can find your monthly and/or yearly subscription renewal/billing date in your account settings.

If your subscription includes a free trial, you will not be charged the applicable subscription fee during your free trial. To obtain the free trial you will be required to provide a credit card in order to ensure uninterrupted access to Unlimited and continued use after the expiration of the free trial. Upon completion of your free trial, your subscription will automatically convert into a paid Unlimited subscription and your payment method will be charged the applicable fee unless you have cancelled your Unlimited subscription. If your subscription includes an initial discount, you will be charged the then-current monthly or yearly subscription fee once the discount period is over. You may cancel your Unlimited subscription as described below. You may not receive a notice from us that your free trial or discount period has ended or that the paying portion of your Unlimited subscription has begun. You are only permitted one free trial. If your Unlimited subscription is ever terminated for any reason, and you purchase an additional Unlimited subscription, you shall not be eligible for a free trial on any subsequent Unlimited subscriptions.

We may change the subscription terms or fees at any time on a going forward basis in our discretion. If the pricing for your subscription increases, we will notify you, and provide you an opportunity to change your subscription before applying those changes to your account or charging your payment details in connection with an automatic renewal. The notification will inform you of how long you have to change your subscription before the changes become effective. Your continued use of Unlimited after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your subscription. If you accept the new subscription, its terms and conditions will apply for that renewal and all renewals going forward. For information on the monthly and yearly subscription fees and terms, please visit our Help Center.

You may cancel your subscription at any time in your account settings or by contacting us via our Help Center. You must cancel your subscription before it renews to avoid billing of the next periodic subscription fees to your account. However, if you cancel a pre-paid yearly or monthly subscription, you will not receive any refund. If you cancel your monthly or yearly subscription, you will be able to use your Unlimited subscription for the remainder of your pre-paid subscription term.

We may terminate your subscription for Unlimited at our discretion and without any notice. If we cancel your yearly subscription for Unlimited, we will give you a prorated refund based on the amount of time remaining in your pre-paid subscription; provided, however, that LopesEat will not be obligated to grant you a refund if we terminate your account or your subscription because we determine, in our sole discretion, that your actions or your use of the Platform violates these Terms or has harmed another user.

4.3. Payment Authorization

You authorize LopesEat to charge all sums for orders that you make to the payment method designated in your account. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. When you place an order through LopesEat, a temporary pre-authorization hold is placed on your designated payment method to verify that the card is valid and has funds available for your intended purchase. The amount of this pre-authorization hold may be greater or less than the order total quoted at checkout. However, your payment will be captured up to 24 hours after your order is completed or cancelled. In the event that the pre-authorization is greater than the final amount, the difference will be released after your order is completed or cancelled; depending on your bank, it may take up to 5 business days to receive access to these released funds. In the event that the pre-authorization is lower than the final amount, we will either authorize an increase in the original amount or, if unsuccessful, we will capture the increase in amount owed by you in a second authorization.

LopesEat also places an initial temporary pre-authorization hold on each new payment method you add to your account.

LopesEat reserves the right to request additional information from you if we have reason to believe, in our sole discretion, that a payment method may be fraudulent.

4.4. Delinquent Accounts

If payment due on your account is delinquent, we reserve the right to suspend or terminate your access to the Platform; your account information may be sent to a collection agency/debt collector and you may be subject to a collection action, and payment of collection related fees and costs. If any fee for your Unlimited subscription is not paid in a timely manner, we reserve the right to revoke access to your Unlimited subscription and use of LopesEat. If you do not bring your LopesEat balance current after we provide you with notification that your account is in arrears, we reserve the right to suspend or terminate your access to your Unlimited subscription or convert your Unlimited subscription to a non-subscription account. You will be responsible for paying all past due amounts. If you have questions regarding an outstanding balance on your account, please contact us via our Help Center.

If your payment card expires or is replaced by your issuing bank, the card network may provide us with updated card details associated with the same account. We may use these new details in order to help prevent any interruption to the Platform. If you would like to use a different payment method, please visit your account settings to update your billing information. In addition, we may charge another stored payment card if your default payment is declined or no longer available to us.

4.5. Consumer Not Available

LopesEat reserves the right to charge you the full order amount, including any LopesEat fees, if you are not at the designated delivery location when the Courier arrives to complete the delivery or if you fail to pick up an order from a Merchant.

4.6. Cancelled Orders

If you cancel your order, you may be charged depending on what stage the order was in when you cancelled. You will be notified of any applicable charges before you complete your cancellation. You can learn more about order cancellations in our Help Center.

4.7. Returned Items

If an item has to be returned for any reason, you may be subject to at the discretion of the restaurants.

4.8. Gift Cards

LopesEat may provide you with the option to purchase or redeem gift cards in connection with your use of the Platform. You agree that you will comply with all gift card terms and conditions.

5. Third-Party Interactions

5.1. Third-Party Providers

During use of the Platform, you may purchase goods and services from third-party Merchants through the Platform. Any such activity, and any interactions, disputes, terms, conditions, warranties or representations associated with that activity, is solely between you and the applicable third-party Merchant. LopesEat and its licensors shall have no liability, obligation or responsibility for any purchase or transaction between you and any third-party provider. In no event shall LopesEat or its licensors be responsible for any content, products, services or other materials on or available from third-party sites or third-party providers. Certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and LopesEat disclaims any and all responsibility or liability arising from such agreements between you and a third party.

5.2. Couriers

The Platform enables you to engage third-party Couriers to provide delivery services. Any interactions or disputes between you and a Courier are solely between you and that Courier. LopesEat and its licensors shall have no liability, obligation or responsibility for any interaction between you and any Courier.

5.3. Third-Party Advertising

The Platform may contain third-party advertising and marketing. By agreeing to these Terms you agree to receive such advertising and marketing.

5.4. Links to Third Party Sites

The Platform may contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

6. Your Use of the Platform

In order to use the Platform, you agree to the following:

- The Platform, including any content that forms part of the Platform, contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including copyright;
- You will not violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials;
- Unless expressly permitted, you may not alter, modify, create derivative works of, sell, license or in any way exploit any part of the Platform, and you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Platform without prior written authorization;
- You agree not to bypass any security or other features of the Platform designed to control the manner in which the Platform is used, harvest or mine content from the Platform, or otherwise access or use the Platform in a manner inconsistent with individual human use;
- You agree not to perform any fraudulent activity, including impersonating any person or entity, or accessing any other Platform account without permission;
- You agree not to decipher, reverse engineer, decompile or disassemble the Platform, or the software used to provide the Platform, in whole or in part, or authorize, direct, or cause a third party to do so. This includes the use of web crawling, and other bots;
- You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Platform, or any portion thereof, unless and solely to the extent LopesEat makes available the means for embedding any part of the Platform;
- You agree not to access, tamper with, or use non-public areas of the Platform, LopesEat' (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of LopesEat' providers;
- You agree not to use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data;
- You agree not to use the Platform in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that LopesEat is not in any way responsible for any such use by you, nor for any harassing, threatening,

defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Platform;

- You agree that your use of the Platform may incur third-party fees, such as fees charged by your Carrier for data usage, and may be subject to third-party terms, such as your Carrier's terms of service, and you agree to pay all such fees and abide by all such terms; and
- You agree not to introduce viruses, time-bombs, worms, cancelbots, trojan horses and/or other harmful code into the Platform.

Failure to comply will result in account termination, reporting to law, and/or legal actions.

7. Consent to Use of Data

Please see LopesEat' Privacy Policy, for more information regarding information LopesEat collects, and how it uses and shares that information contact us

8. Intellectual Property Ownership

The Platform, and the media and materials contained in the Platform, including all intellectual property rights in the Platform, are the sole and exclusive property of LopesEat and its licensors. Except for the limited license expressly granted by and to you under these Terms, no other rights, licenses, or immunities are granted or shall be deemed to be granted under these Terms, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by LopesEat in these Terms are expressly reserved.

9. Content You Provide through the Platform

9.1. Content You Provide

You may be able to submit, post, upload, denote, or otherwise make available (collectively, "Post") photographs, video clips, reviews, ratings, favorites, liked items, bookmarked Merchants, questions, comments, public messages, ideas, designs, concepts, inventions, feedback, and other content (collectively, "User Content") (that may or may not be viewable by other users) through the Platform or through other communications with you, including, without limitation, through text ("SMS") or multimedia ("MMS") messages ("Interactive Areas").

9.2. Use of Your Content

You acknowledge that when you Post User Content on or through the Platform, the User Content shall be deemed, and shall remain LopesEat' property. LopesEat does not provide any compensation for User Content that you Post on or through the Platform. You agree that User Content that you Post on or through the Platform shall be deemed to be non-confidential and non-proprietary, and LopesEat shall have no obligation of any kind with respect to such information. When you Post User Content on or through the Platform, you grant LopesEat a

world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, communicate to the public, disassemble, and publish such User Content in connection with LopesEat' or its partners' or affiliates' business, in whole or in part, in any format or medium now known or developed in the future, for any purpose whatsoever, unless expressly agreed otherwise in writing by LopesEat, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels. You further grant LopesEat a license to use your username and/or other user profile information, including, without limitation, your ratings history and how long you have been a LopesEat consumer, to attribute User Content to you, if we choose to do so. Further, LopesEat shall be free to use any ideas, concepts, know-how or techniques contained in User Content for any purpose whatsoever in connection with our business or the business of our partners or affiliates, without notice to, approval by, or compensation to you, including but not limited to developing, manufacturing and marketing products incorporating such information. In the interest of clarity, the license granted to LopesEat shall survive termination of the Platform or your account. Notwithstanding the foregoing, our use of your personal data shall be governed by the LopesEat Privacy Policy.

9.3. User Content Representations

You acknowledge and agree that all User Content that you Post is your sole responsibility. You represent that you have all required rights to Post or transmit such User Content without violation of any third-party rights. You understand that LopesEat does not control, and is not responsible for, User Content, and that by using the Platform, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless LopesEat for all claims resulting from User Content you Post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

9.4. User Content Review

You acknowledge and agree that LopesEat and its designees may or may not (but do not assume any obligation to), at LopesEat' discretion, pre-screen User Content before its appearance on the Platform. You further acknowledge and agree that LopesEat reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Content that is contributed to the Platform. Additionally, LopesEat has the right to remove any User Content that violates these Terms or is otherwise objectionable in LopesEat' sole discretion. You acknowledge and agree that LopesEat does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

9.5. Ratings and Reviews

The Platform and other Interactive Areas may allow you to rate (“Ratings”) and Post reviews (“Reviews”) of Merchants. Such Ratings and Reviews are considered User Content and are governed by these Terms, including, without limitation, your agreement regarding your use of the Platform (Section 6). Ratings and Reviews are not endorsed by LopesEat, and do not represent the views of LopesEat or of any affiliate or partner of LopesEat. LopesEat does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) you must have had first-hand experience with the Merchant within the 7-day period prior to your Posting a Rating or Review; (2) you may not have a proprietary or other affiliation with either the Merchant or any of its competitors; (3) you may not draw any legal conclusions regarding the Merchant’s products, services, or conduct; (4) you may not promote or criticize a Merchant other than the one being rated or reviewed; (4) you may not include others’ personal information; and (5) your Rating or Review must otherwise comply with these Terms. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, and/or the Platform may be removed or excluded by us without notice.

10. Communications

10.1. Text Messaging

By using the Platform, you understand and agree that LopesEat and those acting on its behalf may send you text (SMS) messages (potentially including messages generated using an automatic telephone dialing system) at the phone number you provided us. These messages may include operational messages about your use of the Platform, as well as marketing or other promotional messages. You will not be able to use the Platform without agreeing to receive operational text messages. You may opt-out of receiving marketing or other promotional text messages at any time by sending an email to sms-settings@LopesEat.com indicating that you no longer wish to receive marketing or other promotional texts along with the phone number of the mobile device receiving the messages, or by following any unsubscribe instructions in the text messages. You may continue to receive text messages for a short period while LopesEat processes your request, and you may also receive text messages confirming the receipt of your opt-out request. If you do not want to receive operational text messages from LopesEat, do not place orders through the Platform.. Your agreement to receive marketing texts is not a condition of any purchase or use of the Platform. If you change or deactivate the phone number you provided to LopesEat, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your Carrier for details.

10.2. Push Notifications

When you install our App on your mobile device you agree to receive push notifications, which are messages an app sends you on your mobile device even when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

10.3. Email

LopesEat may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

10.4. E-SIGN Disclosure

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by contacting us via the [Help Center](#) with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, please contact us via the [Help Center](#) with contact information and the address for delivery.

10.5. Notice of Intellectual Property Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of LopesEat, in appropriate circumstances, to terminate the registration account of a user who is deemed to infringe third-party intellectual property rights and/or to remove user content that is deemed to be infringing. If you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on the Platform, please provide substantially the following information to our Copyright Agent (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of your copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material you claim is infringing is located on the Services (providing us with website URL is the quickest way to help us locate content quickly);
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

LopesEat' copyright agent can be reached as follows:

help@LopesEat.com

Please note that the above contact information is for intellectual property infringement notices only. DO NOT CONTACT OUR COPYRIGHT AGENT FOR OTHER INQUIRIES OR QUESTIONS. For other inquiries or questions, please contact us via our Help Center. Please also note that, pursuant to Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

11. Indemnity

You are responsible for your use of the Platform, and you agree to defend (at LopesEat' option), indemnify, and hold harmless LopesEat and its officers, directors, employees, contractors, consultants, affiliates, investors, service providers, business partners, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- Your violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
- Your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or
- Any dispute or issue between you and any third party, including any Courier, Merchant, or other third-party.

LopesEat reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations) and you agree to cooperate with our defense of that claim. If the defense or settlement is assumed by you, LopesEat may at any time thereafter elect to take over control of the defense and settlement of the claim. You must not settle any claim that you are defending on behalf of LopesEat without LopesEat' prior written consent.

This provision does not require you to indemnify LopesEat for any unconscionable commercial practice by such party, or for such party's gross negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Software or Services.

You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or Services.

12. Disclaimer of Warranties

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY LopesEat TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LopesEat MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM. LopesEat DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; THAT THE PLATFORM OR ANY PRODUCTS OR MATERIALS OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR THAT THE PLATFORM OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LopesEat' PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LopesEat IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LopesEat RELIES UPON MERCHANTS, INCLUDING, BUT NOT LIMITED TO, RESTAURANTS AND OTHER THIRD-PARTY FOOD AND BEVERAGE PROVIDERS AND RETAILERS TO PROVIDE ACCURATE ALLERGEN AND DIETARY INFORMATION AND GENERAL PRODUCT SAFETY. LopesEat DOES NOT REPRESENT OR WARRANT THAT SUCH INFORMATION ACCESSIBLE THROUGH THE PLATFORM IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, INCLUDING WITHOUT LIMITATION MENUS, NUTRITIONAL AND ALLERGEN INFORMATION, PHOTOS, FOOD QUALITY OR DESCRIPTIONS, PRICING, HOURS OF OPERATION, OR REVIEWS. ALL CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE RELIANCE ON ANY INFORMATION PROVIDED THROUGH THE PLATFORM IS SOLELY AT YOUR OWN RISK, INCLUDING WITHOUT LIMITATION NUTRITIONAL AND ALLERGEN INFORMATION.

LopesEat DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR PLATFORM ADVERTISED OR OFFERED BY A MERCHANT OR OTHER THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR THIRD-PARTY SERVICE, AND LopesEat WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

13. Limitation of Liability

IN NO EVENT SHALL LopesEat' AGGREGATE LIABILITY EXCEED THE LopesEat FEES ACTUALLY PAID BY YOU TO LopesEat IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1000, WHICHEVER IS LESS. IN NO EVENT SHALL LopesEat AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE OR OTHER ECONOMIC ADVANTAGE) EVEN IF LopesEat AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY SECTION APPLIES FULLY IN ALL STATES, INCLUDING RESIDENTS OF NEW JERSEY.

THE PLATFORM CONNECTS YOU TO COURIERS AND MERCHANTS FOR THE PURPOSES OF FACILITATING COURIER AND PRODUCT FULFILLMENT SERVICES. LopesEat WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY COURIERS OR MERCHANTS, AND YOU EXPRESSLY WAIVE AND RELEASE LopesEat FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE COURIERS OR MERCHANTS. LopesEat WILL NOT ASSESS THE QUALITY, SAFETY, OR LEGALITY OF THE ITEMS PROVIDED BY MERCHANTS ON THE PLATFORM, AND YOU EXPRESSLY WAIVE AND RELEASE LopesEat FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO MERCHANTS, AND THE ITEMS THEY PROVIDE. LopesEat WILL NOT BE A PARTY TO DISPUTES OR NEGOTIATIONS OF DISPUTES, BETWEEN YOU AND ANY COURIERS, OR MERCHANTS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE PLATFORM (WITH ALL THEIR IMPLICATIONS) RESTS SOLELY WITH YOU. IN ADDITION, WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTIES, AND YOU EXPRESSLY WAIVE AND RELEASE LopesEat FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE PLATFORM. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THE QUALITY OF THE COURIER PROVIDING SERVICES THROUGH THE USE OF THE PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY COURIER WHO ULTIMATELY PROVIDES DELIVERY SERVICES TO YOU. YOU UNDERSTAND THAT BY

USING THE PLATFORM, YOUR ITEMS MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS OR HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE PLATFORM AT YOUR OWN RISK.

14. Notice

LopesEat may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Platform or via email to the email address listed on your LopesEat account. It is your obligation to update your account information so that we may contact you as may be necessary. Such notice shall be deemed to have been given 48 hours after dispatch. If physical notice (e.g., US Mail) is used, then such notice shall be deemed to have been given 7 days after dispatch.

Except as explicitly described in the Dispute Resolution and Arbitration section, you may give notice to LopesEat (such notice shall be deemed given when received by LopesEat) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to LopesEat at the following address:

LopesEat LLC
5115 N 27th Ave,
Phoenix, AZ
85017

15. Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

16. Term and Termination of Agreement

These Terms are effective until terminated by you or LopesEat as described below. Your rights under these Terms will terminate automatically without notice from LopesEat if you fail to comply with any of these Terms (including by violating any license restriction contained in these Terms). In addition, LopesEat may in its sole discretion terminate your user account on the Platform or suspend or terminate your access to the Platform at any time without notice. We also reserve the right to modify or discontinue the Platform at any time (including by limiting or discontinuing certain features of the Platform) without notice to you. We will have no liability whatsoever on

account of any change to the Platform or any suspension or termination of your access to or use of the Platform. You may terminate these Terms at any time by closing your account, uninstalling the App, and ceasing use of the Platform. Sections 4.4, 5, 7-17, and 19-21 survive termination of your account or these Terms.

17. Dispute Resolution and Arbitration

17.1. Disputes

LopesEat is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, any Courier, or Merchant, or other third party. Disputes between you and LopesEat are subject to this Section 17. You and LopesEat agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions in these Terms.

17.2. Generally

In the interest of resolving Disputes between you and LopesEat in the most expedient and cost effective manner, you and LopesEat agree that every Dispute arising in connection with these Terms will be resolved by binding individual arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and can be subject to very limited review by courts. While the parties will be permitted to engage in discovery or exchange of non-privileged information relevant to the dispute, arbitration may allow for more limited discovery allowed for in court. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, the Platform, or your relationship with us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LopesEat ARE EACH WAIVING THE RIGHT TO GO TO COURT OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

17.3. Exceptions

Despite the provisions of the paragraph directly above, we both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either of us to: (1) Bring an individual action in small claims court; (2) Pursue an enforcement action through the applicable federal, state, or local agency if that action is available; or (3) File suit in a court of law to address an intellectual property infringement claim.

17.4. Arbitrator

17.5. Notice Process

A party who intends to seek arbitration must first send a written notice of the Dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice").

mail@lopeseat.com

LopesEat' address for Notice is:

LopesEat LLC
5115 N 27th Ave, Phoenix, AZ 85017

17.6. Fees

If you commence arbitration in accordance with these Terms, you will be required to pay \$250 to initiate the arbitration. If the arbitrator finds the arbitration to be non-frivolous, LopesEat will pay all other fees invoiced, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in the State of California, United States of America. You and LopesEat further agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. If a claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (1) Solely on the basis of documents submitted to the arbitrator; or (2) Through a non-appearance based telephone hearing.

If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules. In that case, you agree to reimburse LopesEat for all monies previously disbursed by it that are otherwise your obligation to pay under the JAMS Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

17.7. No Class or Representative Actions

YOU AND LOPESEAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and LopesEat agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any court or arbitrator determines that this "No Class or Representative Actions" section is void or unenforceable for any reason or that an arbitration can proceed on a class or representative basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17.8. 30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by submitting a request here. The notice must be sent within thirty (30) days of your creating an account with LopesEat or the effective date of the first set of Terms containing a Dispute Resolution and Arbitration section, whichever is later; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, LopesEat also will not be bound by them.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND LopesEat RELATING TO YOUR WORK AS AN EMPLOYEE OR USE OF THE PLATFORM AS AN INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT (INCLUDING BUT NOT LIMITED TO THE FLEET AGREEMENT) GOVERNING YOUR SERVICES AS A CONTRACTOR. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE AN INDEPENDENT CONTRACTOR, OPTING OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 17 WILL NOT AFFECT ANY AGREEMENT BY YOU TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT (INCLUDING BUT NOT LIMITED TO THE FLEET AGREEMENT) WITH LopesEat.

17.9. Modifications

Except for inconsequential changes that do not affect any rights or obligations herein, LopesEat will provide thirty (30) days' notice of any changes to this section by posting on the Platform, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they are posted on the Platform or sent

to you, or otherwise notified when you are logged into your account. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Modifications" is not enforceable or valid, then this subsection shall be severed from the section entitled "Dispute Resolution and Arbitration," and the court or arbitrator shall apply the first Dispute Resolution and Arbitration section in existence after you began using the Platform. You may otherwise reject the change by sending us written notice within thirty (30) days of the change to LopesEat' address for Notice, in which case your account with LopesEat will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, will survive.

18. Modification of these Terms

Except as explicitly described in the Dispute Resolution and Arbitration section, we reserve the right to update or modify the Terms at any time without prior notice, and such changes will be effective immediately upon being posted through the Platform, except as set forth below. These Terms identify the date of last update. Except as explicitly described in the Dispute Resolution and Arbitration section, your use of the Platform following any such change constitutes your agreement to be bound by the modified Terms. In the case of material changes to these Terms, we will make reasonable efforts to notify you of the change, such as through sending an email to the address you may have used to register for an account, through a pop-up window on the Platform, or other similar mechanism.

You acknowledge and agree that if LopesEat modifies any provision of these Terms (including any information referenced at hyperlinks), other than the Dispute Resolution and Arbitration section herein, you will not have a renewed opportunity to opt out of arbitration. You further acknowledge and agrees that unless the Dispute Resolution and Arbitration section herein is materially different from any prior arbitration provision with LopesEat to which you may be bound, your acceptance of these Terms does not create a renewed opportunity to opt out of arbitration (if applicable).

Except as explicitly described in the Dispute Resolution and Arbitration section, material changes to these Terms will be effective upon the earlier of: (1) Your first use of the Platform with actual notice of such change, or (2) thirty (30) days from posting of such change.

Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications.

19. Confidentiality

You acknowledge and agree that when using the Platform, you may have direct or indirect access or exposure to LopesEat' confidential information ("Confidential Information"). Confidential Information includes LopesEat' data, provider IDs, user information, delivery

recipient information, delivery provider information, package information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other nonpublic information (whether disclosed in writing or verbally) that LopesEat designates as being proprietary or confidential or that you should reasonably know to treat as confidential.

You acknowledge and agree that: (1) all Confidential Information shall remain the exclusive property of the LopesEat; (2) you shall not use Confidential Information for any purpose except in furtherance of your use of the Platform; (3) you shall not disclose Confidential Information to any third party; and (d) you shall not store or keep Confidential Information and shall return or destroy (with confirmation of destruction) all Confidential Information upon the termination of your use of the Platform or at the request of LopesEat.

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (1) is or becomes part of the public domain through no action or omission by you; (2) was possessed by you prior to your use of the Platform without an obligation of confidentiality; or (3) is disclosed to you by a third party having no obligation of confidentiality with respect thereto.

20. General

Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and LopesEat agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any Dispute. We operate the Platform from our offices in California, and we make no representation that materials included in the Platform are appropriate or available for use in other locations. No joint venture, partnership, employment, or agency relationship exists between you, LopesEat or any third-party provider as a result of the Terms or use of the Platform.

Waiver and Severability. Except as explicitly described in the Dispute Resolution and Arbitration section, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of LopesEat to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LopesEat in writing.

Entire Agreement. These Terms comprise the entire agreement between you and LopesEat and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained in these Terms.

21. Notice Regarding Apple (only if we go on app store)

To the extent that you are using our mobile applications on an iOS device, you further acknowledge and agree to the terms of this Section 22. You acknowledge that these Terms are between you and LopesEat only, not with Apple LLC ("Apple"), and Apple is not responsible for the Platform and the content thereof.

Apple has no obligation whatsoever to furnish any maintenance and support platforms with respect to the Platform. In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Platform.

Apple is not responsible for addressing any claims by you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (1) Product liability claims; (2) Any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (3) Claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Platform and/or your possession and use of the mobile application infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Platform. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

You hereby represent and warrant that: (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) You are not listed on any U.S. Government list of prohibited or restricted parties

22. ADDITIONAL TERMS.

The territory of this Agreement is the United States ("Territory"), and all payments issued under this Agreement must be in U.S. dollars. Merchant agrees to receive calls, SMS messages and other communications, including those made available by autodialer, sent by or on behalf of LopesEat or its affiliates. In this Agreement, "including" means "including, without limitation," and examples are illustrative and not the sole examples of a particular concept. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, will not be construed as a waiver of such provision or option and will in no way affect that party's right to enforce such provisions or exercise such option. This Agreement may not be assigned, transferred, delegated or subcontracted, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Agreement, upon written notice to the other party, (a) to an affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business

or assets to which this Agreement relates; provided that in the event of any such transfer by Merchant, Merchant explicitly consents that any such transferee will have access to and control of all Merchant accounts related to such transfer, including its accounts with Portier, access to historical reporting information about Items related to such transfer, and other account data relating to such transfer. In the event of a change of ownership involving Merchant's Location(s), the parties will need to execute a Change of Ownership form and Merchant acknowledges and agrees that the Location will not be able to accept or process any Customer orders on the Eats App until the Change of Ownership is executed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of each party hereto and its respective successors and assigns. Any purported assignment, transfer, delegation or subcontract in violation of this Section will be null and void. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect. Any delay in or failure by either party in the performance of this Agreement will be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Nothing in this Agreement will be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as otherwise expressly set forth above), and no party will have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party will be solely responsible for its employees and contractors used in connection with such party's performance obligations under this Agreement. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format, each of which will be deemed an original and all of which, when taken together, will constitute one and the same original instrument.

Acknowledgement and Assumption of Risk. I understand that risks exist related to my participation in the delivering food as a ***independent contractor***, some of which may expose me to PHYSICAL INJURIES (MAJOR AND MINOR), DISABILITY, ILLNESS, OR DEATH AND LOSS OF USE OR DAMAGE TO PROPERTY. I understand that these risks include, but are not limited to: accidents during travel to, from, and around the Excluded Activity site, as well as during the Excluded Activity in general; accidents resulting from language barriers, poorly maintained or substandard equipment, or inadequate safety procedures, processes, or protocols; sexual misconduct; weather related hazards and other natural disasters; stressors on mental health; contagious and infectious diseases; bites, scratches, or other wildlife-related injuries; criminal or terrorist activities; negligent, substandard, or inaccessible medical procedures or support; major and minor injuries during participation; negligent or willful acts of other participants or third parties; and other risks, known and unknown. I further acknowledge that the above list is not inclusive of all possible risks associated with delivering food for LopesEat LLC. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN and assume full responsibility for my participation.

Investing

Any balance you hold in your business account represents an unsecured claim against LopesEat LLC and is not insured by the Federal Deposit Insurance Corporation (FDIC).

LopesEat LLC is not a bank and does not itself take deposits. You will not receive any interest on the funds held with LopesEat LLC. LopesEat LLC combines your LopesEat LLC funds with the LopesEat funds of other LopesEat users and invests those funds in liquid investments in accordance with state money transmitter laws. LopesEat LLC owns the interest or other earnings on these investments. However, the claim against LopesEat LLC represented by your LopesEat LLC funds is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from LopesEat's corporate funds, and LopesEat LLC will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.