

Terms of Service

Zyka, Inc. ("Grabbl", "Grabbl Store", "Zyka", "we," "us," or "our", collectively or individually herein after, "Grabbl and/or Grabbl Store") makes certain content available and/or provides its services (described below) to you through the Grabbl Platforms (the "Site") and through its mobile applications, technology platform, and related services (collectively, such services, including any new features and applications, and the Site, the "Service"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). These Terms of Service form a legally binding agreement ("the Agreement") between you and Grabbl and/or Grabbl Store, its parents, subsidiaries, representatives, affiliates, officers, and directors governing your use of the Service. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate on this page the date these terms were last revised. Any such changes will become effective immediately upon your acceptance of the modified Agreement. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable). If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL INDIVIDUAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST GRABBL AND/OR GRABBL STORE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR USING THE GRABBL AND/OR GRABBL STORE APP/PLATFORM/SITE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://Grabbl.io/assets/pp.pdf>. Merchants are also subject to Merchant Community Guidelines. All such terms are hereby incorporated by reference into and subject to these Terms of Service.

Description of the Service

The Service is a technology platform that provides an online marketplace which enables connections between Merchants who wish to list, offer, sell, and deliver Retail items including but not limited to alcohol items ("Item(s)") to customers who browse and purchase Items. Users who purchase Items through the Service are "Customer(s)," and users who list, and sell Items through the Service are "Merchant(s)." A user may be both a Customer and Merchant. All purchases are made directly (and any contract for purchase and sale is) between the Customer and Merchant.

Grabbl and/or Grabbl Store offers a marketplace—it is not itself a Merchant and is not manufacturing, stocking, delivering, packaging, or selling any Item. The Service includes enabling users to connect with each other and related services, but we are not a party to any purchase or sales transaction. To encourage return use of the Service, Grabbl and/or Grabbl Store may also help facilitate the resolution of disputes between Customers and Merchants, but Grabbl and/or Grabbl Store has no control over and does not guarantee (a) the existence, quality, safety, authenticity, or legality of Items offered or sold on the Service; (b) the truth or accuracy of a Merchant's content or listings on the Service; (c) the ability of a Merchant to sell Items through the Service and deliver Items within required delivery windows; (d) the ability of Customers to pay for Items purchased through the Service; or (e) that a Customer or Merchant will actually complete a transaction, effectuate trouble-free delivery and shipping, or return a Item through the Service.

Merchants are independent business owners and independent contractors to Customers and not employees, partners, representatives, agents, joint venturers, or franchisees of Grabbl and/or Grabbl Store. Grabbl and/or Grabbl Store does not prepare, package or deliver item and does not employ people to prepare, package or deliver item.

Each Merchant is solely responsible for complying with all applicable laws, rules and regulations and standards, including but not limited to those pertaining to the preparation, sale, marketing, packaging, handling, and delivery of all Items ordered through Grabbl and/or Grabbl Store, and updating details and prices relating to the Items offered. Each Merchant is solely liable for the quality, safety, and freshness of its products, and Grabbl and/or Grabbl Store does not verify the credentials, representations, products, services, or prices offered by any Merchants, and does not guarantee the quality of the product or services, or that Merchants or Items comply with applicable laws. Grabbl and/or Grabbl Store will not be liable or responsible for any Items provided by Merchants that are a cause of injury or that do not meet your expectations in any manner.

Depending on the jurisdiction, Grabbl and/or Grabbl Store may enter into agreements with third party independent contractors (each a "Delivery Service Provider") to provide delivery services under certain circumstances if desirable by individual Merchants or Customers. If a Merchant or Customer chooses to use a Delivery Service Provider to deliver a Item, Grabbl and/or Grabbl Store is not offering such delivery services and has no responsibility or liability for the actions or inactions of any Delivery Service Provider. Grabbl and/or Grabbl Store will not be liable or responsible for any delivery services provided by a Delivery Service Provider or any errors or misrepresentations made by them. Delivery Service Providers are required to comply with all applicable laws, rules and regulations.

Access to the Service

You may be required to register with Grabbl and/or Grabbl Store in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. The Service is available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not available to minors (people under the age of majority in their state or province of residence) or to temporarily or permanently suspended users of the Service (both Customers and Merchants). If you do not qualify, please do not use the Service. Additionally, Grabbl and/or Grabbl Store reserves the right to refuse access to, or use of the Service to, anyone who breaches these Terms of Service or for the reasons related to the safety of the Grabbl and/or Grabbl Store Community including Grabbl and/or Grabbl Store Users, employees, or prospective Users. Except as expressly authorized otherwise by Grabbl and/or Grabbl Store, you are only authorized to create and use one account for the Service and are prohibited from using alter egos or other disguised identities when using the Service.

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Grabbl and/or Grabbl Store of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Grabbl and/or Grabbl Store will not be liable for any loss or damage arising from your failure to comply with this Section.

Grabbl and/or Grabbl Store reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Grabbl and/or Grabbl Store shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You acknowledge that Grabbl and/or Grabbl Store may establish general practices and limits concerning use of the Service. You agree that Grabbl and/or Grabbl Store has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by the Service. You acknowledge that Grabbl and/or Grabbl Store reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Grabbl and/or Grabbl Store reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content (including Item options or Merchant or Customer information) to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Grabbl and/or Grabbl Store account information to ensure that your messages are not sent to the person that acquires your old number. You acknowledge and agree that your use of the Service must be in accordance with the usage rules established by your mobile device platform or service provider.

By registering for and using the Service, including the Mobile Services, and providing your contact information, you are consenting to be contacted by Grabbl and/or Grabbl Store for marketing and/or transactional purposes by telephone, text message (which may be automated), email, fax, or other means. By using the Mobile Services, you also agree that Grabbl and/or Grabbl Store may communicate with you by any electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you no longer want to receive communications from Grabbl and/or Grabbl Store, you agree to notify Grabbl and/or Grabbl Store directly. You may opt-out of text messages by texting STOP in response to any text message you receive from us and for calls, you may instruct the caller that you are opting out during any call you receive from us. You may also adjust your notification settings on the Notification page in your account settings. If you unsubscribe from our marketing lists, you will no longer receive marketing communications, but we may still contact you (including by text message) regarding management of your account, other administrative matters and to respond to your requests.

Conditions of Use; Acceptable Use

You are solely responsible for all descriptions, pictures, listings, information, data, text, music, sound, graphics, video, messages, or other materials ("content") that you upload, post, publish, or display

(hereinafter, "upload") or email or otherwise send via the Service. You are also solely responsible for the manner in which you access and use the Service. Grabbl and/or Grabbl Store reserves the right to investigate and take appropriate legal action against anyone who, in Grabbl and/or Grabbl Store's sole discretion, violates this provision, including without limitation, removing offending content from the Service, suspending or terminating the account of such violators, and reporting you to the law enforcement authorities. The following are examples of the kind of content and/or use of the Service that is illegal and/or prohibited by Grabbl and/or Grabbl Store. You agree not to use the Service to:

a) sell, post or otherwise transmit any content or information that (i) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or otherwise objectionable; (ii) you do not have a right to sell or transmit under law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) infringes any intellectual property or other proprietary rights of any party; (v) constitutes unsolicited, unauthorized, or misleading advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "contests," "sweepstakes," or any other form of solicitation; (vi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (vii) in the sole judgment of Grabbl and/or Grabbl Store, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Grabbl and/or Grabbl Store or its users to any harm or liability of any type; b) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; c) solicit personal information from anyone under the age of 18; d) harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; e) advertise or offer to sell or buy any goods or services other than Items intended to be delivered, sold and purchased through the Service; f) use the Service to request, make or accept an Item independent of the Service, to circumvent any fees that would otherwise apply to such transaction; g) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; h) violate any applicable local, state, national or international law, or any regulations having the force of law; i) engage in any activities that violate the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. and its regulations at 47 C.F.R. § 64.1200; the Do-Not-Call Implementation Act, 15 U.S.C. § 6101 et seq.; or any similar anti-spam, data protection, or privacy legislation in any jurisdiction; j) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Ingredients and Allergens: For any Item and related content posted using the Service, a Merchant may or may not provide a comprehensive list of ingredients contained in or otherwise used to prepare the Item, including any known allergens. Grabbl and/or Grabbl Store is not responsible for the accuracy of the information and labeling of Items delivered to Customers. Customers should be advised that Items may be prepared in facilities using the same equipment that is used to prepare Items containing other allergens even if the allergen is marked as being absent from the Item. You should not use this service if you have any allergies. Grabbl and/or Grabbl Store shall not be liable for any illness, health problem, or other damages that may result from any order or consumption of any Items and related items purchased through the Service.

Merchant Insurance: Grabbl and/or Grabbl Store maintains insurance for its own business operations, but it does not maintain insurance for the actions of Merchants or Customers. If you are a Merchant, Grabbl and/or Grabbl Store recommends that you obtain appropriate insurance to cover the operation of your business facility and delivery of Items. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the

actions or inactions of Customers or any third-party service.

Customer Review Guidelines: To the extent you are a Customer, Grabbl and/or Grabbl Store may allow you to upload content and leave reviews regarding your purchase of Items. Grabbl and/or Grabbl Store may accept, reject or remove reviews and any associated content in its sole discretion. Grabbl and/or Grabbl Store has absolutely no obligation to screen or to delete reviews or associated content, even if anyone considers reviews objectionable or inaccurate. Those Customers posting reviews should comply with the following criteria: (1) reviewers should have firsthand experience with the person/entity being reviewed; (2) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity; (3) reviewers should not be affiliated with competitors if posting negative reviews; (4) reviewers should not make any conclusions as to the legality of conduct;; and (5) reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by Grabbl and/or Grabbl Store, and do not represent the views of Grabbl and/or Grabbl Store or of any affiliate or partner of Grabbl and/or Grabbl Store. Grabbl and/or Grabbl Store does not assume liability for any review or for any claims, liabilities or losses resulting from any review. Any review you post will be considered User Content (as defined below).

Marketplace Risk: Grabbl and/or Grabbl Store is not affiliated with or endorsed by any Merchant, manufacturer or other Item packaging or delivery services made available through the Service. Beyond its capacity as a marketplace and technology platform, Grabbl and/or Grabbl Store is not a party to or involved in any transaction between Customers and Merchants, and does not act as a Customer, Merchant (or affiliate for a Customer or Merchant) or broker with respect to any transactions. There are risks that you assume when dealing with other users (including those who may be acting under false pretenses) and all of these risks are borne by you, and not Grabbl and/or Grabbl Store. We encourage you to use the various functionalities of the Service (e.g., Merchant profiles, Item options, and user reviews) to help evaluate the user with whom you are dealing.

Merchants as Independent Business Owners / Independent Contractors: Users of the Service acting in the capacity of a Merchant do so in their personal capacity as an independent business and independent contractor and a seller of goods and not as an employee of Grabbl and/or Grabbl Store. As a Merchant, you agree that: (i) you are an independent business owner and not an employee of Grabbl and/or Grabbl Store and/or Zyka inc; (ii) you shall be solely responsible for determining the means and manner of the work performed to create the goods you sell through the Marketplace; (iii) these Terms of Service do not create an association, joint venture, partnership, franchise, or employer/employee relationship between you and Grabbl and/or Grabbl Store, or you and a Customer; (iv) you will not represent yourself as an employee or agent of Grabbl and/or Grabbl Store to any Customer; (v) you will not be entitled to any of the benefits that Grabbl and/or Grabbl Store may make available to its employees, such as vacation pay, sick leave, and insurance programs, including group health insurance or retirement benefits; and (vi) you are not eligible to recover contributor's compensation benefits in the event of injury. As a Merchant, you will not engage as a Customer in any way that may jeopardize your status as an independent business.

Grabbl and/or Grabbl Store does not control the behavior of users of the Service, or the information or User Content (defined below) provided by other users. As a result, Grabbl and/or Grabbl Store does not guarantee or endorse the legality, authenticity, quality, or safety of any Items offered or sold, the truth or accuracy of any listings, or the ability of Merchants to sell Items or of Customers to buy Items. We cannot assure you that all transactions will be completed. Additionally, Grabbl and/or Grabbl Store does not guarantee the ability or intent of users to fulfill their obligations in any transactions. Grabbl and/or Grabbl Store reserves the right to delay the completion of any transaction for a reasonable period of time for purposes of fraud detection and otherwise protecting Grabbl and/or Grabbl Store and its Users from illegal or wrongful activities or other

violations of these Terms of Services. When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don't know. Grabbl and/or Grabbl Store will not be liable for any false or misleading statements made by Users of the Grabbl and/or Grabbl Store Platform.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

ID Verification; Other Safety Checks. In some locations, the sale and delivery of alcohol may be permitted through the Marketplace. In such jurisdictions, the Merchant must hold a valid liquor license that permits the sale of alcohol for delivery, and it is the responsibility of such Merchant and any delivery provider they use to verify identification and age, and to determine whether it is otherwise safe and appropriate to furnish their Customers with alcohol. They may require a valid form of photo identification with birthdate and a signed acknowledgment confirming acceptance at the time of pick-up or delivery. If they cannot verify a Customer's age or identity, if a Customer appears intoxicated, or if the situation is otherwise unsafe or inappropriate (for example, the Customer is 25 years old but appears to be in the company of only 18 year olds), they may refuse to furnish the Customer with alcohol. Alcohol cannot be left unattended (contactless delivery is not available for alcohol orders) — someone 21 or older must be present to accept and sign for it. If a Grabbl and/or Grabbl Store is unable to deliver your product for this or a similar reason, the Grabbl and/or Grabbl Store may still charge you for the order. If we believe that your order is fraudulent or unlawful, we may suspend your use of the Platform. All Users, customers and merchants of Grabbl and/or Grabbl store hereby agree that they will not buy for, sell to and/or facilitate in any way shape or form, any kind of alcohol or age restricted items listed on our platform to any minor.

User Representations & Warranties

All Users represent and warrant that:

- You are at least of the legally required age in the jurisdiction in which you reside and are otherwise capable of entering into binding contracts;
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide;
- You have read, understand and agree to be bound by these Terms of Service and the Privacy Policy;
- You will respect the privacy (including without limitation private, family and home life) and data protection rights of Users with whom you communicate through the Grabbl and/or Grabbl Store Marketplace;
- You will fulfill the commitments you make to other Users, communicate clearly and respectfully, provide or accept Items at the agreed time and only utilize the third-party payment service provider specified or approved by the Company to make or receive payment through the Grabbl and/or Grabbl Store Marketplace;
- You will act professionally and responsibly in your interactions with other Users;

- You will use your real name or business name on your profile;
- When using or accessing the Grabbl and/or Grabbl Store Marketplace, including when packaging, delivering, providing or receiving items, you will act in accordance with all applicable local, state and federal laws and regulations and in good faith;
- You do not have any motivation, status, or interest that the Company may reasonably wish to know about in connection with the Grabbl and/or Grabbl Store Marketplace, including without limitation, if you are using or will or intend to use the Grabbl and/or Grabbl Store Marketplace for any journalistic, academic, investigative, or unlawful purpose;

Merchants additionally represent and warrant that:

- When selling through the Grabbl and/or Grabbl Store Marketplace you are operating as an individual, sole proprietor, partnership, limited liability company, limited partnership, corporation or other business entity;
- You are engaged in an independently established business selling goods similar to the goods you sell to Customers through the Grabbl and/or Grabbl Store Marketplace, and maintain independent customers;
- You have the unrestricted right to earn income in the jurisdiction in which you will be selling items;
- You have and will maintain all necessary licenses or authorizations to prepare, package, handle and sell all items that you sell through the Grabbl and/or Grabbl Store Marketplace;
- Your operations, facility, and equipment used to prepare, package, handle and sell items through Grabbl and/or Grabbl Store will at all times comply with all applicable laws and regulations relevant to the location where you are operating business and the type of items you are selling;
- You, and any person employed by you, will follow safe practices for the handling, preparation, and packaging of items sold through Grabbl and/or Grabbl Store, including but not limited to wearing a face mask, hairnet and gloves when cooking and packaging Customer orders;
- You have any and all insurance required to operate your business and connect with Customers to sell your items through the Marketplace;
- All items sold through Grabbl and/or Grabbl Store are hereby guaranteed, as of the date of each drop-off or delivery, to be not adulterated or misbranded within the meaning of the Federal Laws, or within the meaning of any state or local law, the adulteration and misbranding provisions of which are not the same as those found in the Federal Acts;
- You have and will maintain all required licenses from Federal, state and or Local authority;
- You will use your real name or business name and an up-to-date photo on your profile;
- You will honor your commitments to other Users of the Marketplace, including by fulfilling product orders on time and as agreed upon with your Customer and providing timely, high-quality items to your Customers;
- You will only stock, package for delivery and sell items safely and in accordance with all applicable laws;
- For each item you sell, you will disclose each and every ingredient to your Customers including but not limited to each major allergen as defined by local, state or federal laws;
- Your operations, and facility used to stock, package, handle and sell items through Grabbl and/or Grabbl Store's platform will at all times comply with all applicable laws and regulations relevant to the location where you are packaging items and the type of items you are selling;
- You agree that we may (but are not required to) obtain information about you, including your criminal records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement;

- You will pay all applicable federal, state and local taxes based on income earned for your sale of items (note, the platform will collect and remit taxes for the sale of items where applicable);
- Any and all physical devices and/or marketing materials provided by Zyka, Inc or Grabbl Platform is a sole property of Zyka, Inc and must be returned to Zyka, Inc within five (5) business days of service termination to avoid any charges.
- You agree not to market your Items in a false or misleading manner including but not limited to not making false representations or claims about the nutritional value of your Items;
- You have read and agree to comply with the Grabbl and/or Grabbl Store community guidelines to maintain the health and safety of the entire marketplace;
- You agree not to stock, package, sell, or deliver while ill and comply with all local, state, and federal health guidelines or requirements.

Purchase and Sale Transactions

Fees: Registering for the Service is free; however, Grabbl and/or Grabbl Store charges certain fees to customers - 5% of the order Sub Total and Merchants - 10% of the order Sub Total for various transactions effected through the Service. Grabbl and/or Grabbl Store reserves the right to change, at its sole discretion, these fees charged to Customers and Merchants at any time without any notice to anyone. Unless otherwise stated, all fees are quoted in U.S. dollars.

Taxes; Shipping Costs; Customer Responsibility: Items purchased by and delivered to Customers in locations in the U.S. may be subject to applicable state or local sales or use tax, privilege tax or similar transaction-based taxes required in the retail service industry of a particular location ("Taxes"). The amount of Taxes is based on a number of factors, including but not limited to a Customer's designated delivery address, and/or the location of the Merchant.

Customers are also responsible for paying to a Merchant the applicable purchase price for a purchased Item, as well as any delivery costs and paying applicable Taxes associated with the purchase and sale of any Items through the Service. Delivery costs and Taxes attributable to the sale of any Items are not included in the listed price for any Items listed by Merchants through the Service but will be displayed to Customers before confirmation of any purchase. Customers also pay a service fee to Grabbl and/or Grabbl Store.

Merchants are responsible for paying Grabbl and/or Grabbl Store's commission, Credit Card processing costs as well as their own taxes imposed or measured by such Merchant's net income, net profits, income, profits, and/or revenues associated with the sale of any Items through the Service.

Packaging: Merchants may choose to purchase packaging materials and/or labels from us for the delivery of Items prepared for Customers. If purchased, we may charge your credit card or other acceptable payment method you provide.

Payments; Subscriptions: Customers may pay for Items using credit cards or other payment methods as may be determined by Grabbl and/or Grabbl Store from time to time. Merchants will be prompted to provide bank account details to us so that we may facilitate transfer of payments received from Customers purchasing Items. If you submit your payment information through the Service, then you authorize Grabbl and/or Grabbl Store to store that payment information and charge your payment method for any Item you purchase. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

If you purchase Items on a recurring or subscription basis, you hereby authorize Grabbl and/or Grabbl Store to bill your payment instrument in advance on a periodic basis in accordance with the terms of any particular subscription order until you terminate or pause such order or terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Grabbl and/or Grabbl Store know within three (3) days after the date that Grabbl and/or Grabbl Store charges you. Customer will not be refunded any charges in the event of no-show at the time of delivery of items. In the event of rejecting or not accepting the delivery of items, the customer will be charged the delivery fees, service fees and restocking fees.

Fee Modifications: We reserve the right to change or discontinue, temporarily or permanently, some or all of the fees for the Service. Any change will be effective upon posting of a revised Fee Policy unless a different notice period is required by law. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount.

Promotions; Credits: Grabbl and/or Grabbl Store may from time-to-time offer Users certain promotions, incentives or credits ("Promotions") towards the purchase of Items and/or fees associated with use of the platform, and Users may use such Promotions in accordance with their terms. Depending on the type of Promotion used, it may reduce the amount of taxes that apply to a Customer's order. The application of the Promotion will be reflected at the time of checkout and on the receipt of purchase. Promotions are personal to the User that they are sent to and may not be shared or redeemed with anyone else unless it is explicitly permitted by the terms of that Promotion. Merchants may also offer Promotions to their customers through the platform and are solely responsible for any costs associated with redemption of that Promotion. From time-to-time Grabbl and/or Grabbl Store may ask Merchants to participate in offering Promotions to Customers which may be a sole responsibility of Merchant. Grabbl and/or Grabbl Store may offer such Promotions on a shared responsibility basis.

Third Party Distribution Channels

Grabbl and/or Grabbl Store offers Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Grabbl and/or Grabbl Store and you acknowledge that these Terms of Service are concluded between Grabbl and/or Grabbl Store and you only, and not with Apple Inc. ("Apple"), and that as between Grabbl and/or Grabbl Store and Apple, Grabbl and/or Grabbl Store, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify

Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Grabbl and/or Grabbl Store's sole responsibility, to the extent it not be disclaimed under applicable law. • Grabbl and/or Grabbl Store and you acknowledge that Grabbl and/or Grabbl Store, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. • In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Grabbl and/or Grabbl Store and Apple, Grabbl and/or Grabbl Store, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. • You represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. • If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to support@Grabbl.io.

Grabbl and/or Grabbl Store and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Media Release, Licensing and Intellectual Property Rights

Media Release

You understand that Grabbl and/or Grabbl Store may use photographs, video, voice recordings, and/or biographical information of or about you, your items, and / or services on Grabbl and/or Grabbl Store's website and other advertising and marketing materials. Such photographs, videos, and recordings may be provided by you to Grabbl and/or Grabbl Store or taken/recorded by persons working for Grabbl and/or Grabbl Store. You irrevocably permit, authorize, grant, and license Grabbl and/or Grabbl Store and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, and promotion agencies, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to use your name, image, likeness, voice, professional and personal biographical information, and other personal characteristics, and all materials created by or on behalf of Grabbl and/or Grabbl Store that incorporate any of the foregoing ("Materials"), in any medium or format and on any platform for purposes of advertising, public relations, publicity, and promotion of Grabbl and/or Grabbl Store and its affiliates and their businesses, products, and services, without further consent from or compensation to me (all of the foregoing rights are hereinafter referred to as "Publicity Rights"). Grabbl and/or Grabbl Store shall be the exclusive owner of all intellectual property rights, including copyright, in the Materials. You hereby irrevocably transfer, assign, and otherwise convey to Grabbl and/or Grabbl Store my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials. You acknowledge and agree that you have no right to review or approve Materials before they are used by Grabbl and/or Grabbl Store and that Grabbl and/or Grabbl Store has no liability to you for any editing or alteration of the Materials.

To the fullest extent permitted by applicable law, you hereby irrevocably waive all legal and equitable rights

relating to all liabilities, claims, demands, actions, suits, damages, and expenses (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their Publicity Rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials. Whether resulting in whole or in part from the negligence of Grabbl and/or Grabbl Store or any other person and you hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims.

Licensing and Intellectual Property Rights.

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Grabbl and/or Grabbl Store, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Grabbl and/or Grabbl Store from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Grabbl and/or Grabbl Store, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Grabbl and/or Grabbl Store.

The Grabbl and/or Grabbl Store name and logos are trademarks and service marks of Grabbl and/or Grabbl Store (collectively the "Grabbl and/or Grabbl Store Trademarks"). Other Grabbl and/or Grabbl Store, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Grabbl and/or Grabbl Store. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Grabbl and/or Grabbl Store Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Grabbl and/or Grabbl Store Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will Grabbl and/or Grabbl Store be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Grabbl and/or Grabbl Store does not pre-screen content, but that Grabbl and/or Grabbl Store and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Grabbl and/or Grabbl Store and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Grabbl and/or Grabbl Store, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content, you hereby grant and

will grant Grabbl and/or Grabbl Store and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Grabbl and/or Grabbl Store are non-confidential and non-proprietary, and Grabbl and/or Grabbl Store will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Grabbl and/or Grabbl Store may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Grabbl and/or Grabbl Store, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Grabbl and/or Grabbl Store respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Grabbl and/or Grabbl Store of your infringement claim in accordance with the procedure set forth below.

Grabbl and/or Grabbl Store will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Grabbl and/or Grabbl Store's Copyright Agent at legal@Grabbl.io (Subject line: "DMCA Takedown Request").

To be effective, the notification must be in writing and contain the following information:

- 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 the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- 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 or intellectual property owner, its agent, or the law;
- 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.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: • your physical or electronic signature; • identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; • a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;

and • your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, Grabbl and/or Grabbl Store will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Grabbl and/or Grabbl Store has adopted a policy of terminating, in appropriate circumstances and at Grabbl and/or Grabbl Store's sole discretion, users who are deemed to be repeat infringers. Grabbl and/or Grabbl Store may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Grabbl and/or Grabbl Store has no control over such sites and resources and Grabbl and/or Grabbl Store is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Grabbl and/or Grabbl Store will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Grabbl and/or Grabbl Store is not liable for any loss or claim that you may have against any such third party.

Social Networking; Other Third Parties: From time to time, we may allow you to register for the Service using third party services and otherwise enable various third party services (e.g., delivery if permitted) to be directly integrated into your Grabbl and/or Grabbl Store experience. By directly integrating these services into the Service, we make your online experiences richer, easier and more personalized. To take advantage of these features, we may ask you to register for or log into such services on the websites of their respective providers. By enabling third party services within the Service, you are allowing us to pass your log-in information to these service providers for this purpose. For more information about the implications of activating these third-party services and Grabbl and/or Grabbl Store's use, storage and disclosure of information related to you and your use of such services within the Service (including your friend lists and the like), please see our Privacy Policy at <https://Grabbl and/or Grabbl Store.io/assets/pp.pdf>. However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and Grabbl and/or Grabbl Store shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, Grabbl and/or Grabbl Store is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with third party services. As such, Grabbl and/or Grabbl Store is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party service. Grabbl and/or Grabbl Store enables these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

Indemnification and Release

You agree to release, indemnify and hold Grabbl and/or Grabbl Store and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your breach of these Terms of Service including but not limited to the representation and warranties contained herein or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnatee from or against any liability, losses, damages or expenses incurred as a result of any action of such Indemnatee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GRABBL AND/OR GRABBL STORE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

GRABBL AND/OR GRABBL STORE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRABBL AND/OR GRABBL STORE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GRABBL AND/OR GRABBL STORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL GRABBL AND/OR GRABBL STORE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID GRABBL AND/OR GRABBL STORE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS

OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Grabbl and/or Grabbl Store, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Grabbl and/or Grabbl Store are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

You may opt out of the requirement to arbitrate if you have not previously agreed to an arbitration provision in Grabbl and/or Grabbl Store's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this version of the arbitration agreement in the manner specified below, but opting out of this arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with Grabbl and/or Grabbl Store. Except as specified in this arbitration agreement, you may opt out of the Arbitration Agreement by notifying Grabbl and/or Grabbl Store by email at legal@Grabbl.io, within 30 days of your agreement to these Terms of Service. To opt out, you must send an email with signed written notification at legal@Grabbl.io, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address associated with your account, and (f) a clear statement indicating that you wish to opt out of the Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND GRABBL AND/OR GRABBL STORE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND GRABBL AND/OR GRABBL STORE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Representative PAGA Waiver

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Grabbl and/or Grabbl Store agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Grabbl and/or Grabbl Store agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

d. Pre-Arbitration Dispute Resolution

Grabbl and/or Grabbl Store is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@Grabbl.io. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Grabbl and/or Grabbl Store should be sent to 1137 Princeton Hills Dr, Nolensville, TN 37135. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Grabbl and/or Grabbl Store and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Grabbl and/or Grabbl Store may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Grabbl and/or Grabbl Store or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Grabbl and/or Grabbl Store is entitled.

e. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator awards the same damages and relief on an individual basis that a court

awards to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Grabbl and/or Grabbl Store and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Grabbl and/or Grabbl Store agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

f. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Grabbl and/or Grabbl Store will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Grabbl and/or Grabbl Store will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Grabbl and/or Grabbl Store will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

g. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

h. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

i. Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, Grabbl and/or Grabbl Store agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Grabbl and/or Grabbl Store written notice within thirty (30) calendar days of the change to the Notice Address provided above. By

rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that Grabbl and/or Grabbl Store, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for breach of the Terms of Service, for lack of use or if Grabbl and/or Grabbl Store believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Grabbl and/or Grabbl Store may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be affected without prior notice, and acknowledge and agree that Grabbl and/or Grabbl Store may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Grabbl and/or Grabbl Store will not be liable to you or any third party for any termination of your access to the Service. You may deactivate your account by going to Account tab >> Privacy Policy >> Account Deletion on your app.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Grabbl and/or Grabbl Store will have no liability or responsibility with respect thereto. Grabbl and/or Grabbl Store reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Grabbl and/or Grabbl Store and agree that you will not, for the lifetime of your account on Grabbl and/or Grabbl Store plus 10 years thereafter, disclose, transfer, or use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than use of the Grabbl and/or Grabbl Store Marketplace in accordance with these Terms of Service. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall promptly notify Grabbl and/or Grabbl Store in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall return all originals and any copies of any and all materials containing Confidential Information to Grabbl and/or Grabbl Store promptly upon deactivation of your User account or termination of this Agreement for any reason whatsoever.

The term "Confidential Information" shall mean any and all of Grabbl and/or Grabbl Store's trade secrets, confidential and proprietary information, and all other information and data of Grabbl and/or Grabbl Store that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include Merchant information, Customer information, photographs on the Grabbl and/or Grabbl Store website. technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other Proprietary Materials and confidential information relating to Grabbl and/or Grabbl Store or Grabbl and/or Grabbl Store's business, operations or properties, including information about Grabbl and/or Grabbl Store's staff, Users or partners, or other business

information disclosed or obtained directly or indirectly in writing, orally or by drawings or observation.

General

These Terms of Service constitute the entire agreement between you and Grabbl and/or Grabbl Store and govern your use of the Service, superseding any prior agreements between you and Grabbl and/or Grabbl Store with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Grabbl and/or Grabbl Store agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Grabbl and/or Grabbl Store to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Grabbl and/or Grabbl Store, but Grabbl and/or Grabbl Store may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At Grabbl and/or Grabbl Store, we respect the privacy of our users. For details, please see our Privacy Policy located at [https://Grabbl and/or Grabbl Store.io/assets/pp.pdf](https://Grabbl%20and/or%20Grabbl%20Store.io/assets/pp.pdf). By using the Service, you consent to our collection and use of personal data as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact Grabbl and/or Grabbl Store, Inc. by email at legal@Grabbl.io.

Questions? Concerns? Suggestions?

Please contact us at legal@Grabbl.io to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

Date of Last Revision: November 25th, 2024.