

Terms and Conditions Agreement

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND RushMeStuff, LLC, A New York CORPORATION (“RushMeStuff,” “WE,” “US,” OR “OUR”).

SECTION 12 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 12 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 12 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

1. Acceptance of this Agreement

The Company provides an online marketplace connection, using web-based technology that connects You and other consumers, restaurants and/or other businesses and independent

delivery contractors (“Contractors”). The Company’s software permits consumers to place orders for food and/or other goods from various restaurants and businesses. Once such orders are made, the Company’s software notifies Contractors that a delivery opportunity is available and the software facilitates completion of the delivery to the consumer. The Company is not a restaurant, retailer, or food preparation business.

If you access the website located at <https://www.RushMeStuff.com/>, install or use RushMeStuff’s mobile application, install or use any other software supplied by RushMeStuff, or access any information, function, or service available or enabled by RushMeStuff (each, a “**Service**” and collectively, the “**Services**”), or complete the RushMeStuff account registration process, you, your heirs, assigns, and successors (collectively, “you” or “your”) hereby represent and warrant that:

(a) you have read, understand, and agree to be bound by this Agreement;

(b) you are of legal age in the jurisdiction in which you reside to form a binding contract with RushMeStuff (the “Minimum Age”); and

(c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms “User” and “Users” refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. **Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use RushMeStuff’s Services.**

2. Modifications

Subject to Section 12(h) of this Agreement, RushMeStuff reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

3. Additional Terms and Policies

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with RushMeStuff's privacy policy which is incorporated in this Agreement by reference. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.

4. Rules and Prohibitions

By using the Services, you agree that:

(a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, RushMeStuff employees, or our community.

(b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.

(c) You will only access the Services using means explicitly authorized by RushMeStuff.

(d) You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.

(e) You will not use the Services to cause nuisance, annoyance or inconvenience.

(f) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, user or Contractor, unless RushMeStuff has given you prior permission to do so in writing.

(g) You will not copy or distribute the Software or any content displayed through the Services, including Merchants' menu content and reviews, for republication in any format or media.

(h) You will not compile, directly or indirectly, any content displayed through the Services except for your personal, noncommercial use.

(i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

(j) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.

(k) You will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party.

(l) You will not use the Services in any way that could damage, disable, overburden or impair any RushMeStuff server, or the networks connected to any RushMeStuff server.

(m) You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any RushMeStuff server.

(n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures RushMeStuff may use to prevent or restrict access to the Services or use of the Services or the content therein.

(o) You will not deep-link to the RushMeStuff website or access the RushMeStuff website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of the RushMeStuff website or any content on the RushMeStuff website.

(p) You will not conduct any systematic retrieval of data or other content from the Services.

(q) You will not try to harm other Users, RushMeStuff, or the Services in any way whatsoever.

(r) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.

(s) You will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first time users.

(t) You will not attempt to undertake any of the foregoing.

5. Contractors and Merchants Are Independent

You understand and agree that RushMeStuff provides a technology platform connecting you with independent food service providers and others that provide the products offered through the Services (“**Merchants**”), and independent third-party contractors who provide delivery services (“**Contractors**”). You acknowledge and agree that RushMeStuff does not itself prepare food or offer delivery services, and has no responsibility or liability for the acts or omissions of any Merchant or any Contractor. RushMeStuff is not the retailer of any products offered by Merchants, nor is it in the delivery business or a common carrier. RushMeStuff provides a

technology platform facilitating the transmission of orders by Users to Merchants for pickup or delivery by Contractors. RushMeStuff will not assess or guarantee the suitability, legality or ability of any Contractor or Merchant. You agree that RushMeStuff is not responsible for the Merchants' food preparation or the safety of the food, and does not verify Merchants' compliance with applicable laws or regulations. RushMeStuff has no responsibility or liability for acts or omissions by any Merchant or Contractor.

You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, and that the Contractor will be directed by your instructions to transport the products to your designated delivery location. You agree that neither the Contractor nor RushMeStuff holds title to or acquires any ownership interest in any goods that you order through the Services.

6. User Account

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify RushMeStuff immediately. RushMeStuff will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by RushMeStuff or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or RushMeStuff has reasonable grounds to

suspect that such information is untrue, inaccurate, not current, or incomplete, RushMeStuff has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by RushMeStuff, or if you have been previously banned from use of the Services.

7. User Content

(a) **User Content.** RushMeStuff may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, “User Content”). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services. You hereby grant RushMeStuff a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with RushMeStuff’s business and in all forms now known or hereafter invented (“Uses”), without notification to and/or approval by you. You further grant RushMeStuff a license to use your username and/or other User profile information, including without limitation your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to RushMeStuff herein shall survive termination of the Services or your account. RushMeStuff reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or we consider to be objectionable for any reason. You agree that RushMeStuff may monitor and/or delete your User Content (but does not assume the obligation) for any reason in RushMeStuff’s sole discretion. RushMeStuff may also access,

read, preserve, and disclose any information as RushMeStuff reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to User support requests, or (v) protect the rights, property or safety of RushMeStuff, its users and the public.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to RushMeStuff through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that RushMeStuff has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to RushMeStuff a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Merchants or other businesses (“Ratings” and “Reviews”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by RushMeStuff and do not represent the views of RushMeStuff or its affiliates. RushMeStuff shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; and (iv) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

8. Communications with RushMeStuff

By creating a RushMeStuff account, you electronically agree to accept and receive communications from RushMeStuff, Contractors, or third parties providing services to RushMeStuff including via email, text message, calls, and push notifications to the cellular telephone number you provided to RushMeStuff. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of RushMeStuff, its affiliated companies and/or Contractor, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing the Settings in your account. You may also opt-out of receiving text messages from RushMeStuff by replying "STOP" from the mobile device receiving the messages.

9. E-SIGN Disclosure

By creating a RushMeStuff account, 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 emailing RushMeStuff at info@RushMeStuff.com with "Revoke Electronic Consent" in the subject line.

To view and retain a copy of this disclosure, 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, email RushMeStuff at info@RushMeStuff.com with contact information and the address for delivery.

10. Intellectual Property Ownership

RushMeStuff alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by RushMeStuff.

RushMeStuff name, RushMeStuff logo, and the product names associated with the Software and Services are trademarks of RushMeStuff or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

11. Payment Terms

(a) **Prices.** You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Merchants for the same menu items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) RushMeStuff has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) RushMeStuff reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on RushMeStuff's LLCome). Payment will be processed by RushMeStuff, using the preferred payment method designated in your account.

(b) **No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable. RushMeStuff has no obligation to provide refunds or credits, but may grant them, in each case in RushMeStuff's sole discretion.

(c) **Promotional Offers and Credits.** RushMeStuff, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the 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 RushMeStuff; (iii) are subject to the specific terms that RushMeStuff establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in RushMeStuff's Terms and Conditions for Promotional Offers and Credits. RushMeStuff reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that RushMeStuff 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 this Agreement. RushMeStuff reserves the right to modify or cancel an offer at any time. RushMeStuff's Terms and Conditions for Promotional Offers and Credits apply to all promotional offers. RushMeStuff may also offer gratuitous credits, which can be used for the Services. Any credit issued by RushMeStuff is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order.

(d) **Fees for Services.** RushMeStuff may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, and Surge Fees.

(e) **Referral Program.** RushMeStuff's Referral Program Terms and Conditions. Under the Referral Program, RushMeStuff offers its registered Users in good standing the opportunity to earn gratuitous RushMeStuff credits as promotional rewards by inviting their eligible friends to register as new RushMeStuff Users and place their initial order through the Service by using a unique referral ID link ("**Personal Link**"). For each Qualified Referral (as defined in the Referral Program) generated through a User's Personal Link, the User may receive a gratuitous credit as

specified on RushMeStuff's Referral Program page. You agree that we may change the terms and conditions of the Referral Program or terminate the Referral Program at any time.

(f) RushMeStuff Subscriptions.

General - RushMeStuff is an automatically renewing subscription requiring recurring payments. A RushMeStuff subscription grants you access to reduced fees on orders placed through the Services for eligible restaurants with a minimum subtotal as stated when you sign up (excluding taxes and tips) ("Reduced Fees"). Reduced Fees and other RushMeStuff benefits may be redeemed only at eligible restaurants, as indicated through the Services. RushMeStuff reserves the right to change whether a restaurant is eligible for RushMeStuff at any time with or without notice. RushMeStuff orders are subject to delivery driver and geographic availability, and taxes may apply to the cost of the items you order. You may provide an optional gratuity. Depending on the conditions as stated when you sign up, Service Fees may apply.

RushMeStuff is offered for a monthly or yearly fee payable at the start of the relevant period. By signing up for RushMeStuff and providing RushMeStuff with your payment account information, you agree that: (a) you will be charged your first RushMeStuff subscription fee and any applicable taxes on the date you purchase your RushMeStuff subscription; (b) you authorize RushMeStuff and its service providers to store your payment method for the purpose of executing future RushMeStuff auto-renewal transactions; (c) UNLESS YOU CANCEL, BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR RushMeStuff SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD, and (d) AT THE TIME OF RENEWAL, RushMeStuff WILL AUTOMATICALLY CHARGE THE THEN-CURRENT RushMeStuff FEE AND ANY APPLICABLE TAXES TO AN ELIGIBLE PAYMENT METHOD THAT WE HAVE ON FILE FOR YOU. If your payment details change, your card provider may provide us with updated card details. We may use these new details in order to help prevent any interruption to your RushMeStuff subscription. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.

Trial or Promotional Subscriptions - From time to time, RushMeStuff offers some customers trial or other promotional subscriptions to RushMeStuff. Such trial or promotional subscriptions are subject to these Terms and the RushMeStuff Terms of Promotions except as otherwise stated in the promotional offer. When your free trial period has expired, your subscription will automatically convert into a paid RushMeStuff subscription, and RushMeStuff will bill you the applicable fee. If you cancel RushMeStuff before the trial period has expired, RushMeStuff will not charge you for the RushMeStuff subscription. If you purchase a RushMeStuff subscription with a promotional code, each time your RushMeStuff subscription renews, you will be charged the full billing amount. Only one trial or promotional subscription is available per household. If your RushMeStuff subscription is ever terminated for any reason, you shall not be eligible for a free trial on any subsequent RushMeStuff subscription.

Cancellations - You can cancel your RushMeStuff subscription at any time through the Application or on RushMeStuff.com. Instructions on how to cancel are available [here](#). You must cancel at least one (1) day before the next-scheduled subscription renewal date to avoid being charged for the next subscription period (e.g., if renewal date is January 10, you must cancel by 11:59:59 pm PT on January 9).

If you participated in a free trial or other promotional subscription period for RushMeStuff, you may cancel within the first 48 hours of your paid RushMeStuff subscription and receive a full refund of your RushMeStuff fee (as applicable).

For monthly subscribers, if you cancel your RushMeStuff subscription within the first 48 hours and have not placed a RushMeStuff-eligible order during that period, RushMeStuff may refund your RushMeStuff fee in its sole discretion. For annual subscribers, if you cancel your RushMeStuff subscription within thirty (30) days of placing your first RushMeStuff-eligible order, RushMeStuff may refund your RushMeStuff annual fee in its sole discretion.

If you cancel your RushMeStuff subscription at any other time, you will not receive a refund, but you can continue to enjoy the Reduced Fees and other RushMeStuff benefits through the end of your then-current subscription period.

Updates and Changes - The RushMeStuff prices and features may change in the future. If RushMeStuff changes the monthly or annual fee charged for a RushMeStuff subscription, RushMeStuff will notify you and provide you with the opportunity to change your subscription before RushMeStuff is renewed for another subscription term. Your continued use of the Services after the change becomes effective will constitute your acceptance of the fee change. If you do not wish to continue subscribing with the new fees, you may cancel your RushMeStuff subscription within the specified notice period. Any RushMeStuff subscriptions will be subject to the terms and conditions in effect at the time you sign up or your subscription renews. RushMeStuff may also make such changes with respect to current RushMeStuff subscriptions. In that case, RushMeStuff will provide you with notice via email of the changes and when those changes will take effect. If you disagree with the changes to your current RushMeStuff subscription terms and conditions, you may cancel your RushMeStuff subscription and receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which you cancel the subscription.

No Transfer or Assignments & Cancellations by RushMeStuff - Your RushMeStuff subscription cannot be transferred or assigned. RushMeStuff reserves the right to accept, refuse, suspend, or cancel your RushMeStuff subscription at any time in its sole discretion. If RushMeStuff cancels your RushMeStuff subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was cancelled, unless RushMeStuff terminates your account or your RushMeStuff subscription because we determine, in our sole discretion, that your actions or your use of the Services violates this Agreement or has harmed another User.

12. Dispute Resolution.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK

RELIEF. THIS SECTION 12 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE “ARBITRATION AGREEMENT”.

(a) Scope of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Services as a consumer of our Services, to any advertising or marketing communications regarding the Company or the Services, to any products or services sold or distributed through the Services that you received as a consumer of our Services, or to any aspect of your relationship or transactions with Company as a consumer of our Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES HAVE BEEN FILED AGAINST THE COMPANY—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a email requesting arbitration and describing your claim to rushmestuff@gmail.com. The arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all

other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at

<http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267.

Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from JAMS, the Company will pay them for you. In addition, the Company will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the country where you live or at another mutually agreed location.

(c) Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Company.

(d) Waiver of Jury Trial. YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the Company are instead electing to have claims and disputes resolved by arbitration, except as specified in section 12(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(e) Waiver of Class or Consolidated Actions. YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 20.

(f) Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate as a result of this Agreement. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your RushMeStuff username (if any), the email address you used to set up your RushMeStuff account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: opt-out@RushMeStuff.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us. 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 THE COMPANY RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT

CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A Contractor. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A Contractor, OPTING-OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 12 HAS NO AFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH THE COMPANY.

(g) Survival. This Arbitration Agreement will survive any termination of your relationship with the Company.

(h) Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if the Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the Company.

13. Third-Party Interactions.

(a) Third-Party Websites, Applications and Advertisements. The Services may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements (“**Third-Party Advertisements**”) (collectively, “Third-Party Websites & Advertisements”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, RushMeStuff will not warn you that you have left RushMeStuff’s Website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of RushMeStuff. RushMeStuff is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. RushMeStuff does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Application is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores (“**App Store**”). You acknowledge and agree that this Agreement is between you and RushMeStuff and not with the App Store. RushMeStuff, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application or the Services. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Application. You represent and warrant that 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 you represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

14. Social Media Guidelines.

RushMeStuff maintains certain social media pages for the benefit of the RushMeStuff community. By posting, commenting, or otherwise interacting with these pages, you agree to abide by our [Social Media Community Guidelines](#).

15. Transactions Involving Alcohol

You may have the option to request delivery of alcohol products in some locations and from certain Merchants. If you receive your delivery in the United States, you agree that you will only order alcohol products if you are 21 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol

products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Contractor delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither RushMeStuff nor the Contractor can accept your order of alcohol products, and the order will only be delivered if the Merchant accepts your order. The Contractor reserves the right to refuse delivery if you are not 21 years of older, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the Contractor is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable \$20 re-stocking fee.

16. Indemnification

You agree to indemnify and hold harmless RushMeStuff and its officers, directors, employees, agents and affiliates (each, an “**Indemnified Party**”), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Software or Services; (c) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys’ fees incurred by the Indemnified Party. RushMeStuff reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with RushMeStuff in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party’s 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.

17. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. RushMeStuff MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

RushMeStuff DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, RushMeStuff SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

18. Internet Delays

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in RushMeStuff's privacy policy or as otherwise required by applicable law, RushMeStuff is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

19. Breach And Limitation of Liability

(a) **General.** You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient, and to provide the Software and Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 19 to keep the Software and Services simple and efficient, and costs low, for all users.

(b) **Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW RushMeStuff'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO RushMeStuff IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS CAP ON LIABILITY SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

(c) **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT OF LAW RushMeStuff SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC ADVANTAGE). **THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY RushMeStuff'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY.**

20. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and RushMeStuff agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco County if you are a California citizen or resident, and in the United States District Court for the District in which you reside if you are not a California citizen or resident.

21. Termination

If you violate this Agreement, RushMeStuff may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, RushMeStuff may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, RushMeStuff reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

22. Procedure for Making Claims of Copyright

Infringement.

It is RushMeStuff's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to RushMeStuff by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written 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 (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for RushMeStuff's Copyright Agent for

notice of claims of copyright infringement is as follows: General Counsel, RushMeStuff, LLC, 901 Market St, 6th Floor, San Francisco, CA 94103.

23. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, RushMeStuff or any third party provider as a result of this Agreement or use of the Software or Services.

(b) **Choice of Law.** This Agreement is governed by the laws of the State of Delaware consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of any other jurisdiction.

(c) **Severability.** Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) **Consumer Complaints.** In accordance with California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

(e) **Accessing and Downloading the Application from iTunes.** The following applies to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”):

(1) You acknowledge and agree that (i) the Agreement is concluded between you and RushMeStuff only, and not Apple, and (ii) RushMeStuff, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(3) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between RushMeStuff and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of RushMeStuff.

(4) You and RushMeStuff acknowledge that, as between RushMeStuff and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) You and RushMeStuff acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between RushMeStuff and Apple, RushMeStuff, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(6) You and RushMeStuff acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(7) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(f) **Notice.** Where RushMeStuff requires that you provide an e-mail address, you are responsible for providing RushMeStuff with your most current e-mail address. In the event that the last e-mail address you provided to RushMeStuff is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, RushMeStuff's dispatch of the e-mail

containing such notice will nonetheless constitute effective notice. You may give notice to RushMeStuff through the following web form:

<https://help.RushMeStuff.com/consumers/s/contactsupport>. Such notice shall be deemed given on the next business day after such e-mail is actually received by RushMeStuff.

(g) **Electronic Communications.** For contractual purposes, you (1) consent to receive communications from RushMeStuff in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that RushMeStuff provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including email address, current. This subparagraph does not affect your statutory rights.

(h) **Transfer and Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by RushMeStuff without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

(i) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and RushMeStuff relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

24. Contact Information

RushMeStuff welcomes your questions or comments regarding the Terms:

RushMeStuff, LLC

901 Market St, 6th Floor

San Francisco, CA 94103

Help Form: <https://help.RushMeStuff.com/consumers/s/contactsupport>

Telephone Number: +1 (855) 973-1040

Terms and Conditions Agreement

Effective: April 3, 2018

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“**AGREEMENT**”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND RushMeStuff, LLC, A DELAWARE CORPORATION (“**COMPANY**”).

SECTION 12 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 12 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 12 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

By accessing or using the website located at <https://www.RushMeStuff.com/> (“**Website**”) in any way, downloading, installing or using the Company’s mobile application (“**Application**”) or any other software supplied by the Company (collectively, with the Application, the “**Software**”), accessing or using any information, services, features or resources available or enabled via the Website or Software (each, a “**Service**” and collectively, the “**Services**”), clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, or completing the RushMeStuff account registration process, you hereby represent that: (1) you have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://www.RushMeStuff.com/terms/> or through the Services; (2) you are of legal age in the jurisdiction in which you reside to form a binding contract with Company; and (3) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any company, organization or other legal entity you have named as the user during the RushMeStuff account registration process and to bind that company, organization or entity to the Agreement. The terms “you,” “user” and “users” refer to all individuals and other persons who access or use the Website, Software, and/or Services, including, without limitation, any companies, organizations or other legal entities that register accounts or otherwise access or use the Services through their respective employees, agents or representatives. **Except as otherwise provided herein, if you do not agree to be bound by the Agreement, you may not access or use the Website, the Services, or the Software.**

Subject to Section 12(h) of this Agreement, the Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Website, Software or Services at any time, effective upon posting of an updated version of this Agreement on the Website or Software. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

The Company uses a network of independent third-party contractors (**Dashers**) who provide delivery services to our users and food service providers. It is up to each Dasher to provide such delivery services. The Food Service Providers available through our Services (“**Food**

Service Providers”) also operate independently of the Company. The Company will not assess the suitability, legality or ability of any Dasher or Food Service Provider. The Company is not responsible for the Food Service Providers’ food preparation or safety and does not verify their compliance with applicable laws or regulations. The Company has no responsibility or liability for acts by any third-party Food Service Provider or Dasher, other than as stated herein.

1. User Representations, Warranties and Covenants

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. Your participation in using the Services is for your sole, personal or internal business use. When using the Services, you agree to comply with all applicable laws from your home nation, and the country, state and city in which you are present while using the Services.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software for your device. The Company reserves the right to terminate your use of the Software and/or Services should you be using the Software or Services with an incompatible or unauthorized device.

By using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.
- (b) You will not use the Services to cause nuisance, annoyance or inconvenience.
- (c) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Food Service Provider, user or Dasher, unless the Company has given you permission to do so in writing.

(d) You will not copy or distribute the Software or any content displayed through the Services without prior written permission from the Company.

(e) You will not create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for your personal, noncommercial use.

(f) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

(g) You are aware that when requesting Services by SMS text messages, standard messaging charges will apply.

(h) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.

(i) You will only use the Services for your own use and will not resell either the Software or Services to a third party.

(j) You will not use the Website or Software in any way that could damage, disable, overburden or impair any Company server, or the networks connected to any Company server.

(k) You will not attempt to gain unauthorized access to any part of the Website and/or to any service, account, resource, computer system and/or network connected to any Company server.

(l) You will not deep-link to the Website or access the Website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to

scrape, copy or monitor any portion of the Website or any content on the Website, unless the Company has given you permission to do so in writing.

(m) You will not copy any content displayed through the Services, including but not limited to Food Service Providers' menu content and reviews, for republication in any format or media.

(n) You will not conduct any systematic retrieval of data or other content from the Website, Software or Services.

(o) You will not try to harm other Users or the Company, the Website, Software or Services in any way whatsoever.

(p) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Website, Software or Services.

(q) You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

2. User Account

You are the sole authorized User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account by minors. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify the Company immediately. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any

and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by the Company, or if you have been previously banned from use of the Services.

3. User Content

(a) **User Content.** The Company may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "User Content"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit ("Make Available") through the Services. You hereby grant the Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with the Company's business and in all forms now known or hereafter invented ("Uses"), without notification to and/or approval by you. You further grant the Company a license to use your username and/or other User profile information, including without limitation your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that the Company has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Company a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Food Service Providers or other businesses (“Ratings” and “Reviews”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by the Company and do not represent the views of the Company or its affiliates. The Company does not assume liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Food Service Provider or business; (ii) you will not provide a Rating or Review for any Food Service Provider or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Food Service Provider or business and (iv) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews, we may exclude such User Content without notice.

4. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website, the Software or the Services, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Website, the Software and Services are trademarks of the Company or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Software or the Services.

5. Payment Terms

(a) **Prices.** You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Food Service Providers for the same menu items and/or from prices available at other third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) the Company has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) the Company reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on the Company's income). Payment will be processed by the Company, using the preferred payment method designated in your account.

(b) **No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable. The Company has no obligation to provide refunds or credits, but may grant them, in each case in Company's sole discretion.

(c) **Promotional Offers.** The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We encourage you to check back at our Website periodically if you are interested in learning more about how we charge for the Software or Services.

(d) **Fees for Services and Software.** The Company may change the fees for our Services as we deem necessary or appropriate for our business.

(e) **Referral Program.** The Company's Referral Program Terms and Conditions are available at <https://www.RushMeStuff.com/referral-terms/> ("Program"). Under the Program, the Company offers its registered customers in good standing the opportunity to earn RushMeStuff credits as promotional rewards by inviting their eligible friends (each, a "**Referred Friend**") to register as new RushMeStuff customers and place their initial order through the Service by using a unique referral ID link ("**Personal Link**"). For

each Qualified Referral (as defined in the Program) generated through a User's Personal Link, the User may receive a credit as specified on the Company's Referral Program page. You agree we may change the terms and conditions of the Program or terminate the Program at any time.

(f) **RushMeStuff Subscriptions.** RushMeStuff subscription is a service that provides free deliveries (no delivery fee) on orders with a minimum subtotal as stated when you sign up (excluding taxes and tips) ("Free Deliveries") placed through the Services for a monthly or yearly fee. Free Deliveries are subject to delivery driver and geographic availability, and taxes may apply to the cost of the food and/or beverages that you order. You may provide an optional gratuity. Depending on the conditions as stated when you sign up, service fees may apply. You will be charged your first monthly subscription fee on the date you purchase your subscription. BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR RushMeStuff SUBSCRIPTION WILL AUTOMATICALLY RENEW, AND THE THEN-CURRENT RushMeStuff FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL. If you do not want your subscription to automatically renew, you can change this default via the Menu or the in-app RushMeStuff banner, depending on the system you are using. You can cancel your RushMeStuff subscription at any time on the Application and RushMeStuff.com. You must cancel at least 1 day before the next-scheduled subscription renewal date to avoid being charged for the next subscription period (e.g., if renewal date is January 10, you must cancel by 11:59:59 pm PT on January 9). If you participated in a free or other promotional subscription period for RushMeStuff, you may cancel within the first 48 hours of your paid RushMeStuff subscription and receive a full refund of your RushMeStuff fee (as applicable). For all other members, if you cancel your RushMeStuff subscription within the first 48 hours and have not placed an order during that period, RushMeStuff will refund your RushMeStuff fee. If you cancel at any other time, you will not receive a refund, but you can continue to enjoy the Free Deliveries through the end of your then-current billing period. From time to time, RushMeStuff offers some customers trial or other promotional subscriptions to

RushMeStuff. Such trial or promotional subscriptions are subject to these Terms except as otherwise stated in the promotional offer. Only one trial or promotional subscription is available per household. RushMeStuff will bill you the applicable fee after your free trial period has expired. If you cancel RushMeStuff before the trial period has expired, RushMeStuff will not charge you. RushMeStuff may change the monthly or annual fee charged for RushMeStuff at any time, but any such fee change will not apply to current RushMeStuff members until such time as your current subscription expires and your subscription is renewed for another term. We may change the terms or conditions applicable to RushMeStuff from time to time. Any new or renewed RushMeStuff Pass subscriptions will be subject to the terms and conditions active at that time and displayed when you sign up for RushMeStuff. RushMeStuff may also make such changes with respect to current RushMeStuff subscriptions. In that case, RushMeStuff will provide you with notice via email of the changes and when those changes will take effect. If you disagree with the changes to your current RushMeStuff subscription terms and conditions, you may cancel your RushMeStuff subscription and receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which you cancel the subscription. Your RushMeStuff subscription cannot be transferred or assigned. RushMeStuff reserves the right to accept, refuse, or cancel your RushMeStuff subscription at any time in its sole discretion. If RushMeStuff cancels your RushMeStuff subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was cancelled.

6. Third-Party Interactions

(a) **Third-Party Websites, Applications and Advertisements.** The Services may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements (“**Third-Party Advertisements**”) (collectively, “Third-Party Websites & Advertisements”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, the Company will not warn you that you have left the Company’s Website or Services and will not warn

you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of the Company. The Company is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. The Company provides these Third-Party Websites & Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Application is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores (“**App Store**”). You acknowledge that this Agreement is between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application or the Services. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Application. You acknowledge that the App Store (and its subsidiaries) are intended third-party beneficiaries of the Agreement and have the right to enforce them.

7. Transactions Involving Alcohol

You may have the option to request delivery of alcohol products in some locations and from certain Food Service Providers. If you receive your delivery in the United States, you agree that you will only order alcohol products if you are 21 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Dasher delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither the Company nor the Dasher can accept your order of alcohol products, and the order will only be delivered if the Food Service Provider accepts your order. The Dasher reserves the right to refuse delivery if you are not 21 years of older, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the Dasher is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable \$25 re-stocking fee.

8. Indemnification

You agree to indemnify and hold harmless the Company and its officers, directors, employees, agents and affiliates (each, an “**Indemnified Party**”), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Website, Software or Services; (c) your violation of this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Website, Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys’ fees incurred by the Indemnified Party. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting

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

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE WEBSITE, SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE WEBSITE, SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE WEBSITE, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE WEBSITE, SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE WEBSITE, SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

10. Internet Delays

The Company's Website, Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth

in the Company's privacy policy or as otherwise required by applicable law, the Company is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.

11. Limitation of Liability

(a) **Cap on Liability.** TO THE FULLEST EXTENT OF LAW THE COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (a) AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO THE COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF THE COMPANY FOR (a) DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR (b) ANY INJURY CAUSED BY THE COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

(b) **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT OF LAW THE COMPANY SHALL NOT 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, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WEBSITE, SOFTWARE, OR SERVICES INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE, SOFTWARE, OR SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY FOOD SERVICE PROVIDER, DASHER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SOFTWARE

OR SERVICES, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY THE COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY.**

12. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 12 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

(a) **Scope of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Services as a consumer of our Services, to any advertising or marketing communications regarding the Company or the Services, to any products or services sold or distributed through the Services that you received as a consumer of our Services, or to any aspect of your relationship or transactions with Company as a consumer of our Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES HAVE BEEN FILED AGAINST THE COMPANY—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS,

AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) **Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a email requesting arbitration and describing your claim to, rushmestuff@gmail.com. The arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from JAMS, the Company will pay them for you. In addition, the Company will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration

conducted by telephone, video conference, based on written submissions, or in person in the country where you live or at another mutually agreed location.

(c) **Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Company.

(d) **Waiver of Jury Trial.** YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the Company are instead electing to have claims and disputes resolved by arbitration, except as specified in section 12(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(e) **Waiver of Class or Consolidated Actions.** YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A

CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 13.

(f) **Opt Out.** You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate as a result of this Agreement. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your RushMeStuff username (if any), the email address you used to set up your RushMeStuff account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: info@RushMeStuff.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us. NOTWITHSTANDING ANYTHING TO THE CONTARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND THE COMPANY RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A DASHER. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A DASHER, OPTING-OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 12 HAS NO AFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPEDENT CONTRACTOR AGREEMENT WITH THE COMPANY.

(g) **Survival.** This Arbitration Agreement will survive any termination of your relationship with the Company.

(h) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if the Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the Company.

13. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and the Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Santa Clara County if you are a California citizen or resident, and in the United States District Court for the District in which you reside if you are not a California citizen or resident.

14. Termination

At its sole discretion, the Company may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

15. Procedure for Making Claims of Copyright

Infringement.

It is the Company's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website or the Services in a way that constitutes copyright

infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Website or in the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written 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 (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows: Email RushMeStuff, LLC at info@rushmestuff.com.

16. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Software or Services.

(b) **Choice of Law.** This Agreement is governed by the laws of the State of Delaware consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of any other jurisdiction.

(c) **Severability.** Except as otherwise provided herein, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) **Consumer Complaints.** In accordance with New York Civil Code, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the New York Department of Consumer Affairs by contacting them in writing or calling.

(e) **Accessing and Downloading the Application from iTunes.** The following applies to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”):

(1) You acknowledge and agree that (i) the Agreement is concluded between you and the Company only, and not Apple, and (ii) the Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(3) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Company.

(4) You and the Company acknowledge that, as between the Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) You and the Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between the

Company and Apple, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(6) You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(7) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(f) **Notice.** Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company through the following web form: www.RushMeStuff.com. Such notice shall be deemed given on the next business day after such e-mail is actually received by the Company.

(g) **Electronic Communications.** For contractual purposes, you (1) consent to receive communications from the Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.

(h) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all

prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and the Company relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Dasher.

17. Contact Information

RushMeStuff welcomes your questions or comments regarding the Terms:

RushMeStuff, LLC

Schenectady, NY 12308

Help Form: info@RushMeStuff.com

Telephone Number: +1 (518) 579-9048

