

## WEBSITE TERMS OF USE AND MEAL PRODUCT AND SERVICES TERMS

Thank you for visiting Sirvve.com's online and mobile websites and for viewing these website terms of use and meal product and services terms ("**Terms**"). We use these Terms to tell you about the rights and obligations both you and Sirvve.com have when you visit and purchase/subscribe to our meal products and related services.

### 1. **This is a legally binding agreement.**

These Terms, as well as our [Privacy Policy](https://www.sirvve.com/legal/privacy) [https://www.sirvve.com/legal/privacy] (the "**Privacy Policy**"), are a legally enforceable contract between you and Sirvve.com. **By visiting our online and mobile websites, you are signifying to us that you agree to bind yourself to this contract.** The meal products and services we promote through our online and mobile websites and social media pages, as well as via certain off-line means, are governed by these Terms that you will need to sign or otherwise specifically agree to when you decide to become a customer of our meal products and subscription services.

**THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH CAN BE FOUND [HERE](#). PLEASE CAREFULLY REVIEW THIS LANGUAGE.**

### 2. **Some important vocabulary.**

Since these Terms are a binding legal contract, clarity is important. You will notice that we capitalize certain words in these Terms when the rules of grammar do not require capitalization. We do this because, in the context of these Terms, such capitalized words have specific meanings, which can be found where they are first used, as indicated by bold text (like "Terms" described above). Some additional words have special meanings whenever you see them in these Terms as follows: the words "**you**" and "**your**" refer to each individual user accessing and using our online and mobile websites and social media pages. The words "**Sirvve.com**," "**we**," "**us**" and "**our**" refer to Evvris LLC dba Sirvve.com, acting on behalf of itself and, where applicable, its affiliates and third-party licensors. When we talk about our "**online and mobile websites**," we mean the Sirvve.com website found at [www.Sirvve.com](http://www.Sirvve.com), our social media pages, and such others as we may make available from time to time as well as the meal products or services offered thereon and any mobile, other apps or our social media pages we have created, distributed, and published to let our customers and followers view our website or otherwise interact with our Content. The capitalized word "**Content**" means the text, images, graphics, logos, audio, video, and other information, and materials we make available on or from our online and mobile websites and social media pages, which may include information from third parties. When we use the word "including" we mean it in what is known as an "exemplary manner" such that it encompasses "including, without limitation" or "including, but not limited to." When we use the word "will" or "shall," we mean that performance of that particular condition is required. When we use the word "may," we mean there is not an obligation to perform but rather a right to choose to perform.

### 3. **Sometimes things change.**

We may revise these Terms at any time to reflect, among other things, changes in technology, our business model, or law or regulation. Although we ask that you check this page periodically for such revisions, we will try to post notice that a material revision has been made somewhere within the online and mobile websites and social media pages. However, whether or not we provide, or you see, such notice, by continuing to access and use the online and mobile websites or social media pages after the revisions are made, you will have accepted and agreed to the revised Terms.

#### **4. Your conduct while using our services.**

You may access and view our Content and create your own customer account at our online and mobile websites (“**Account**”) on your computer or mobile device to purchase our meal products and related services solely for your personal, non-commercial use. You may not make use of the online and mobile website, social media pages, or any Content for any commercial purpose whatsoever unless you have received our express written permission in advance. You acknowledge that if you make any such prohibited use, it will be a breach of these Terms allowing us to pursue certain remedies under the laws governing contracts. Breach of certain obligations under these Terms also may be a violation of other applicable laws such as intellectual property laws. We will not be responsible or liable for any loss or damage you might suffer from failure to comply with these Terms.

Among your other obligations, you are required to make sure you do not use the online and mobile websites, social media pages, Content, and the various features and functions offered on or through the online and mobile websites or social media pages, for, or in connection with:

- reverse engineering, making machine code human readable, or creating derivative works or improvements;
- scraping, crawling, downloading, screen-grabbing, or otherwise copying and/or transmitting them in any way we have not specifically permitted;
- commercially exploiting or providing them to third parties;
- introducing, transmitting, or storing viruses or other malicious code;
- interfering with their security or operation;
- framing or mirroring them;
- creating, benchmarking, or gathering intelligence for a competitive offering;
- removing, modifying, or obscuring proprietary rights notices on them;
- defaming or harassing anyone;
- restrain from use of profanity, encouragement of violence, or assaulting another user;
- publish personal identifiable information or personal health information;
- infringing another party’s intellectual property rights, including failing to obtain permission to upload/transfer/display works of authorship;
- intercepting or expropriating data; and/or
- spamming, spoofing, or otherwise misrepresenting transmission sources;
- advertising or selling meal products/services.

#### **5. We think globally, but speak and act locally: so, U.S. law controls.**

We control and operate the online and mobile websites from within the United States of America (the “**U.S.**”). Although we do not actively block or monitor visitors from other countries, the online and mobile websites and social media pages are directed only at visitors from the U.S. who are age 18 or older. As such, your use of the online and mobile websites, social media pages and Content, and the enforcement of these Terms, are governed and construed exclusively in accordance with the laws of the State of North Carolina and the federal laws of the U.S. enforced within that state, without regard to principles of conflicts of laws.

The English language version of these Terms is the controlling version regardless of any translation you may attempt. We cannot promise that the online and mobile websites, social media

pages, or any Content are appropriate or lawful for use in other locations outside of the U.S. or that our operation (including our processing and handling of submissions you may make) will comply with non-U.S. law. Users who choose to access the online and mobile websites, social media pages, or any Content from outside the U.S. or submit materials from outside the U.S. and/or as non-U.S. citizens, do so of their own initiative and are responsible for compliance with all applicable local, state, national, and international laws, and treaties.

No matter where you use the online and mobile websites, social media pages, or Content from, you also must comply with all laws applicable to such use, including U.S. export control laws that prohibit access from certain embargoed, prohibited, or restricted countries or access by prohibited, denied, and specially designated persons.

If the U.S. government (including the Department of Defense) wants to access our online or mobile websites, social media pages, your Account, or our Content through you, all online and mobile websites, social media pages, and Content will be considered “commercial computer software,” “commercial computer software documentation” and “restricted data” under “Limited Rights” and “Restricted Rights” and only as commercial end items under the same rights granted to other general users.

## **6. The origins and use of Content.**

Content may have a variety of origins, including information generated and provided by us and third parties. We cannot promise that the Content is or will be:

- accurate or complete;
- current (or that it will be updated);
- error-free (either technically or with respect to typographical errors); and/or
- free from interruptions, computer viruses, or other harmful components.

You may make use of the Content as provided herein, but under no circumstances will we be liable for any loss or damage caused by such use and/or your reliance on the Content. It is, therefore, your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other elements of the Content.

## **7. Meal product descriptions, labels, nutrition, and recipes.**

All meal products and subscription services are as described on our online and mobile websites at the time of your purchase, and as stated on the checkout page for your order. Unless otherwise noted, based on our knowledge, the meal product and subscription services descriptions and ingredient labeling of meals are accurate and of U.S. origin. Additionally, based on our knowledge, the temperature recommendations and time durations to cook are accurate. Please note that all cooking equipment varies, and you may need to adjust time and temperature accordingly.

Based on the ingredients identified in our labels, we may also provide nutritional information to you. We make no representations that the ingredients and nutritional information provided with your ordered meals are in accordance with your respective dietary needs, restrictions and/or preferences. Sirvve.com cannot make any guarantees that your ordered meals will exclude/include certain ingredients, even if you make specific requests to us.

We may also publish information about our meals, their nutritional benefits and recipes on our online and mobile websites, social media pages and other publications. You should always consult your physician or other professional healthcare providers prior to consuming food or

adopting dietary advice whether offered by us or by anyone else. If you have known conditions and/or allergies, you should always check the ingredients of your ordered meals, and if you develop an allergic reaction or other health concern, immediately contact your physician and other healthcare providers.

## **8. Payment methods.**

All charges are in U.S. Dollars. We use Shopify to process your payment for our meal products and services, and accept U.S. issued credit and debit cards from Visa, MasterCard, American Express, and Discover, as well as PayPal and ApplePay.

When placing an order online, you will need:

- a. The address the card's statement is sent to (billing address).
- b. The card number and expiration date.
- c. The 3- or 4-digit code found only on the card (CVV2 code).

By submitting credit card information or other payment information to us, you represent and agree that: (i) you are fully entitled to use that card or account; (ii) if you choose a subscription-based purchase, that you will pay all payments for your subscriptions by the date due; (iii) all payment information provided is complete and accurate; (iv) you will be responsible for any credit card fees; and (v) that sufficient funds exist to pay us the amount(s) due.

We and our third-party payment service providers may request, and we may receive, updated credit card information from your credit card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, we will update your account information accordingly and will use such updated information to process payments for your subscription(s) if you signed up for a subscription(s). Your credit card issuer may give you the right to opt-out of providing vendors and third-party payment service providers with your updated credit card information. If you wish to opt-out of your credit card's updating service, you should contact your credit card issuer.

We are not responsible for any fees or charges that your bank or credit card issuer may apply. If your bank or credit card issuer reverses a charge to your credit card, we may bill you directly and seek payment by another method including a mailed statement.

## **9. Ordering disclaimer.**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. We reserve the right to accept or deny shipment to anyone for any reason. In the event we deny your order, you will be refunded back to your original form of payment. We reserve the right to require additional information before processing any order.

## **10. Shipping policies.**

We ship orders within the 50 United States via FEDEX Ground and Air Shipping. Depending on product availability, orders shipped usually arrive within 2 to 4 business days. An accurate shipping address and phone number are required. We are not responsible for late shipments/missing shipments if you enter incorrect shipping address information. If you discover that you have made a mistake with your order after you have submitted it to the website, please contact [support@Sirvve.com](mailto:support@Sirvve.com) immediately. You must contact us as soon as possible to modify or cancel your pending order. However, we frequently ship the same day that you order, so we cannot guarantee that we will be able to amend your order in accordance with your instructions.

## **11. Delivery confirmation.**

Because many instances may occur at your delivery address that is beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the cardholder, even without a signature.

## **12. Gifting meals, renewal, and cancellation terms.**

If you are offered a trial of our meal products and services, and you sign up for the trial, you will get to try the meal product for eighteen (18) days from the date of your purchase (the “**Trial Period**”). - When you check out, it will tell you the exact date that your credit card will be charged if you do not cancel your trial. You have until that date (which is eighteen (18) days from the date you order the trial of the product) to contact us to cancel your trial. Upon the expiration of the Trial Period, you will be automatically enrolled into a monthly subscription of your subscribed to meal product(s), and we will then invoice and charge the credit card you provided at the time of enrollment in the trial program in the amount specified at checkout and the product will be shipped thirty (30) days after the date you started the subscription and each month thereafter in accordance to our current **billing terms unless and until you cancel**. We may use an account updater to automatically update your credit card information in the event it changes, in which case, your renewal will be billed to the updated account information. For Sirvve.com’s current membership subscription fees, see Sirvve.com’s billing terms. For any questions, simply email us at [support@Sirvve.com](mailto:support@Sirvve.com).

## **13. Subscription, renewal, and cancellation terms.**

If you go to our website to purchase a meal product (not including the free trial), you may have the option of buying a meal product one time or purchasing a subscription. If you purchase a subscription, it is automatically billed every thirty (30) days to the credit card you provided when you purchased the subscription, and it is shipped to you until you cancel the subscription. We may use an account updater to automatically update your credit card information in the event it changes, in which case, your renewal will be billed to the updated account information. If you wish to cancel your subscription, you may do so at any time, however, you must cancel your subscription twenty-four (24) hours before your next shipment goes out in order to not receive your next scheduled order. To cancel your subscription, simply email us at [support@Sirvve.com](mailto:support@Sirvve.com). For Sirvve.com’s current membership subscription fees, see Sirvve.com’s billing terms.

## **14. Satisfaction guaranteed; credit and substitutions are available.**

If you are unsatisfied with our meal product, or if it arrives damaged or with a broken seal, then you may contact us and obtain a credit for a substitution meal (“exchange”) within five (5) days from the date that the meal product was received on (minus shipping charges), according to the following terms. To obtain a full credit (minus shipping charges) for your exchanged meal, your credit must be approved by Sirvve.com within thirty (30) days from the date that the meal product was received.

The following terms apply for all meal exchanges:

- To exchange a meal product for an exchange meal, simply email us at [support@Sirvve.com](mailto:support@Sirvve.com) and you will be given a Return Meal Authorization (RMA) number, and in some cases, as solely determined by Sirvve.com, a return shipping label via email.
- We cannot process or refund packages marked “Return to Sender.”

- Credits will be issued to the Sirvve.com account that ordered the meal product/service. Credits will expire 90 days from the date of the original order.
- No credits/reverse charges/chargebacks of any kind are allowed. Only 90-day meal credits and meal substitutions are permitted.
- Shipping charges are not refundable in any case.
- We are not responsible for lost or stolen items. We recommend all exchanged meals be sent using some type of delivery confirmation system to ensure proper delivery.

If you have made a meal order, but before we ship your ordered meal, you may contact us and make a request for a substitute meal. We will reasonably try to accommodate your request. Depending on the stage we are in preparing your ordered meal, we may have incurred some out-of-pocket expenses. If so, then we may require an additional payment from you in order to make your requested meal substitution to cover our incurred out-of-pocket expenses. This will be determined on a case-by-case basis, solely by Sirvve.com.

#### **15. Taxes.**

All orders are subject to applicable taxes in the state where you reside.

#### **16. Discounts and promotions.**

Any applicable discounts or promotional prices will be noted at the time of purchase on the checkout page for your order.

#### **17. Price changes.**

We reserve the right to adjust pricing for our meal products and subscriptions in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes to your meal product(s) or subscription service(s) will take effect following email notice to you as well as on our updated billing terms.

#### **18. Price mistakes.**

Despite our best efforts, sometimes a pricing error happens on our online and mobile websites and social media pages. If the correct price of our meal product or subscription service is higher than its stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

#### **19. Chargeback policy.**

A “chargeback” is a reversal of a credit/debit card charge placed over [www.Sirvve.com](http://www.Sirvve.com). It is Sirvve.com’s view that chargebacks are generally unnecessary and Sirvve.com strives to amicably resolve any disputes that you may have about billing issues. If a credit is due, simply contact us and we will gladly issue it. If you feel that your credit/debit card was used fraudulently on [www.Sirvve.com](http://www.Sirvve.com), please contact us for immediate resolution.

#### **20. Terms of service use.**

You must only use our online and mobile websites and social media pages in accordance with the instructions provided and only for the purpose for which they are provided. You should consult your doctor or other healthcare providers before purchasing our meal products and subscription services, especially if you have any concerns, allergies, or other medical questions and queries regarding your consumption and use of our meal products and subscription services. We cannot, do not, and do not intend to provide any medical advice.

**IF YOU NEED MEDICAL ATTENTION, CALL 911 OR YOUR DOCTOR IMMEDIATELY. PEOPLE UNDER THE AGE OF 18, WHO ARE PREGNANT, HAVE ALLERGIES, HAVE OTHER HEALTH PROBLEMS, ARE KNOWN TO BE ALLERGIC TO CERTAIN THINGS IN OUR MEAL INGREDIENTS OR YOUR HEALTH IS IN POOR CONDITION, YOU ARE REQUIRED TO CONSULT A RELEVANT MEDICAL PROFESSIONAL BEFORE USING OUR MEAL PRODUCTS AND SUBSCRIPTION SERVICES.**

## **21. Account registration.**

Some features of the online and mobile websites require that you register and create an account (“**Account**”). If you choose to create an Account, for any reason, you agree to submit complete, accurate, and current information and data about you as required during the registration process and maintain and promptly update it, as necessary. If you submit any information that is inaccurate or incomplete, violate these Terms, or if Sirvve.com has a reasonable belief that such is the case, we may immediately suspend or terminate the Account and your use of our online and mobile websites, social media pages, and/or the Content. As part of the registration process, you may be issued credentials, usually in the form of a unique user identification and password (the “**Account Credentials**”). Your commitment to maintaining the strict confidentiality of your Account Credentials is a material condition of your access and use of the applicable online and mobile websites, social media pages, and Content. You must not allow others to use your Account Credentials and you agree to notify us immediately if you have reason to believe that someone is using your Account Credentials without your permission or if any other breach of security related to your Account occurs. You must also ensure that you log off and exit from your Account at the end of each session. It is your responsibility to notify us if you desire to cancel your Account. Except to the extent required by law, Sirvve.com will not be liable for any losses arising out of the unauthorized use of your Account Credentials, either with or without your knowledge.

## **22. Trademarks and other intellectual property rights.**

The logos, names, and other similar marks (collectively, the “**Trademarks**”) displayed on the online and mobile websites, social media pages, and/or Content are registered and unregistered Trademarks of Sirvve.com and our licensors and may not be used unless authorized by the applicable Trademark owner. The print-outs and copies you are permitted to make may have Trademarks on them and you may make incidental, non-commercial use of them to the same extent as those print-outs and copies. Except for such incidental use, nothing contained on the online and mobile websites, social media pages, or in these Terms should be construed as granting you any license or other right to use any Trademark displayed. As between you and us, we are the exclusive owners of all rights, title, and interest, including intellectual property rights (including copyrights, patents, and trademarks), proprietary rights (including trade secrets and database rights), and moral rights (including rights of attribution and authorship) throughout the world in and to the online and mobile websites, social media pages, its Content, and its and their look and feel, design, and organization and compilation, as well as all Trademarks. If you believe any Content appearing on the online and mobile websites and social media pages violate your intellectual property rights, please give us notice as directed in these Terms below so we can consider appropriate take down procedures.



## **23. Social media.**

This section applies to everyone who interacts with our social media presence. You are therefore viewing this page because you either linked from the social media features on our online and mobile websites and social media pages (“**Internal Social Media Features**”) or from comment sections, feeds, and other elements of social media presence viewable on Facebook, Twitter, YouTube, Google+, LinkedIn, or any of the many other available external third-party social media platforms we may utilize (“**External Social Media Presence**”).

Social media platforms are places of public information exchange, and you should have no expectation of privacy when using them. Specifically, neither these Terms nor our [Privacy Policy](#) applies to our External Social Media Presence. The sites and platforms that host our External Social Media Presence are not controlled by us and therefore have their own privacy policies and Terms. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of Sirvve.com. Comments that some would consider inappropriate or offensive may appear on our Internal Social Media Features as well as our External Social Media Presence and may remain there until they have been identified by us or called to our attention and we are able to work through the necessary procedures and technical processes to have them removed. If you see an offensive or inappropriate post or comment on our External Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose. If you see such a post on Internal Social Media Features it should be reported directly to us via the contact information below.

## **24. Submitted materials.**

All information, ideas, suggestions, concepts, or other materials submitted by you voluntarily or at our request, such as questions sent to us via the “Contact Us” link or user generated content on our Internal Social Media Features or External Social Media Presence (collectively, “**Submitted Materials**”) may be used by us in any lawful manner, provided that personal information portions of Submitted Materials will only be used as described in our [Privacy Policy](#). By providing Submitted Materials you: (a) represent and warrant that you own or otherwise have all necessary rights to do so and that the Submitted Materials comply with all applicable laws; and (b) grant to us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sublicensable right and license to copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell, export, and otherwise use such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Materials that you provide to us; therefore, you should retain copies of all such data and information in your own records. You also agree to indemnify Sirvve.com for any claims, liability, etc. arising from your Submitted Materials and Content in accordance with these Terms. You agree that you are solely responsible for your Submitted Materials and Content.

## **25. Third party websites and content.**

### Links from our online and mobile websites.

You may see on the online and mobile websites and social media pages hyperlinks or pointers to other websites maintained by third parties, and we also may provide third party content on the online and mobile websites and social media pages by framing or other methods (collectively, “**Links**”). Links are provided for your convenience and information only. The fact that we provide a Link does not mean that we endorse, authorize, or sponsor that website or offering or that we are affiliated with the third-party owners or sponsors. Except for the links to our brands and meal



products and services within the online and mobile websites and social media pages, neither the websites nor parties to which a Link will bring you to are under our control, and as such we are not responsible in any way for their availability, content, advertising, products, or materials, including any further links their sites may contain. This means that once you follow an external Link, you are no longer subject to our [Privacy Policy](#). You should, therefore, carefully review the Privacy Policy and other terms and conditions of use and sale related to any Links. We reserve the right to terminate a Link at any time without notice.

#### Links to our online and mobile websites.

In general, we do not object to links to our online and mobile websites and social media pages from third-party sites including social media. If you link to our online and mobile websites or social media pages, we: (a) reserve the right to object to and delete (or require the deletion of) such link at any time, for any reason; and (b) require that you abide by the following rules:

- you may not present the link to our online and mobile websites and social media pages in any manner that suggests we have any relationship or affiliation with your site or endorse, sponsor, or recommend the information, products, services, or content on your site unless we expressly agree to your doing so in writing;
- we reserve the right to object to any link which uses Trademarks; and
- your link to our online and mobile websites and social media pages may not in-line, frame, or otherwise incorporate Content unless we grant its express permission in writing.

Links from obscene, scandalous, profane, defamatory, or unlawful sources or any site that may adversely affect the name, reputation, or goodwill of Sirvve.com and its meal products and services are prohibited. In addition, the use of Trademarks or other words or codes identifying Sirvve.com or its meal products and services in any “metatag” or other information used by search engines or other information location tools is strictly prohibited unless we grant express permission in writing.

#### **26. Our relationship with third parties (Hosts) campaigning to contributors (Participants) to fund the gifting of products/services to recipients (Giftees).**

We have various relationships with third party users who use our online and mobile websites (“**Hosts**”) to administer the gifting of our pre-paid meal products and services to recipients (“**Giftees**”) who receive our gifted meal products and services.

As used in these Terms, a:

**Host** is a third party who uses our internet services to *administer* the gifting of our pre-paid meal products and services to a Giftee;

**Participant** is a third party who is in receipt of information from a Host and makes an independent decision to *contribute* to fund the gifting of our pre-paid meal products and services to a Giftee by using our internet services for such contribution;

**Giftee** is a third-party who is the *beneficiary* and *recipient* of our internet services and pre-paid meal products and services; and

**Sirvve.com** is an *internet service provider (isp)* and *vendor* of pre-paid meal products and services.

As a Host, Participant and Giftee, you must agree to these Terms, including but not limited to, all applicable rules and procedures published on our Site.

Hosts are solely responsible for the campaign that they are administering including but not limited to all marketing, advertising and other efforts in the administration and operation of their gifting campaigns.

Sirvve.com's meal gifting platform offered via its online and mobile websites is an administrative platform only (*i.e.*, Sirvve.com is an internet service provider), and such platform merely administers the meal gifting campaign for Hosts on behalf of their Giftees, and permits users of such platform to make donations to purchase meal products and services from Sirvve.com for a Giftee. By providing a meal gifting administrative platform, Sirvve.com is not acting as a broker, agent, banking institution, creditor, insider or 501(c)(3) nonprofit corporation. It is merely providing an administrative platform to Hosts for their campaign for meal products and services for their Giftees.

Sirvve.com *does not* guarantee that the content published by Hosts, Participants, Giftees or other third-parties outside of Sirvve.com's online and mobile websites and social media pages are accurate and complete, and *does not* guarantee, expressed or implied, that any (i) information provided by them, or (ii) information provided by through them about Sirvve.com and Sirvve.com's pre-paid meal products and services are accurate. To answer any questions in regards to Sirvve.com to a particular gifted pre-paid meal product or service or related meal gifting campaign, please refer to these Terms, Privacy Policy and generally the Content published by Sirvve.com on its online and mobile websites and social media pages.

If you are considering becoming a Participant and contributing to a pre-paid meal product or service to a Giftee, then you must make an independent decision as to the value of the meal product and/or service and the appropriateness of gifting to a particular Giftee.

If a Host's meal gifting campaign administered on Sirvve.com's isp platform ends prematurely, then Sirvve.com will reimburse itself for all its unreimbursed out-of-pocket expenses. After reimbursing itself for such incurred out-of-pocket expenses, or 15% of the unused amount remaining in the amount collected (whichever is higher). Sirvve.com will then deliver any unused gifting funds to the Giftee, who may elect to use these funds to contribute to another campaign being administered on the Site, or to Second Helpings or another food rescue and distribution network.

## **27. Your Account.**

In order to order our pre-paid meal products and services, and to be a Host, Participant and Giftee, you may be required to create an account at Sirvve.com and agree to these Terms.

## **28. Your Content.**

As a user of this Site, you may publish content, photos, videos and other things so long as it is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You

may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Sirvve.com reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content.

If you do post content, photos, videos and other things, and unless we indicate otherwise, you grant Sirvve.com a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Sirvve.com and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Sirvve.com for all claims resulting from content you supply. Sirvve.com has the right but not the obligation to monitor and edit or remove any activity or content. Sirvve.com takes no responsibility and assumes no liability for any content posted by you or any third party.

## **29. Testimonials, reviews, and suggestions.**

Sirvve.com may use testimonials and/or product reviews in whole or in part together with the name and state/country of the person submitting it. Testimonials may be used for any form of activity relating to Sirvve.com's meal products and subscription services, in printed and online media and social media pages, as Sirvve.com determines in its absolute discretion. Testimonials represent the unique experience of the customers submitting the testimonial, and do not necessarily reflect the experience that you may have using our products. As noted in these Terms above, your opinion of our meal products and subscription services will vary depending upon a variety of factors unique to you, such as your tastes, health, genetics, diet, and level of exercise.

Anything that you submit or post to the websites and/or provide us, including without limitation, photographs, testimonials, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "**Submissions**") is and will be treated as non-confidential and non-proprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. You represent and warrant that you are the owner or have sufficient rights to share the Submissions with us. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you.

Additionally, Sirvve.com reserves the right to correct grammatical and typing errors, to shorten testimonials before publication or use, and to review all testimonials before publication or use. Sirvve.com shall be under no obligation to use any, or any part of, any testimonial or product review submitted. If you submit a testimonial, you are confirming that you have read, understood, and agree to these Terms. If you disagree with any part of these Terms, do not submit a testimonial.

## **30. Warranty disclaimer; limited liability and indemnity.**

THE ONLINE AND MOBILE WEBSITES, SOCIAL MEDIA PAGES, THEIR CONTENT, YOUR ACCOUNT, AND ANY OTHER INFORMATION, FEATURES, AND FUNCTIONS, OR MEAL PRODUCTS AND SERVICES ON THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIRVVE.COM, ITS AFFILIATES,

AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, SHAREHOLDERS, AND REPRESENTATIVES (THE “**SIRVVE.COM PARTIES**”) DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY. **IN PARTICULAR, SIRVVE.COM MAKES NO WARRANTY THAT ITS MEAL PRODUCTS AND SERVICES, INFORMATION, AND/OR THINGS OFFERED BY IT: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL NOT INCLUDE HARMFUL INGREDIENTS; (D) WILL PROVIDE ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; AND/OR (E) WILL BE ACCURATE OR RELIABLE.** IF YOU ARE DISSATISFIED, YOUR SOLE REMEDY IS TO DISCONTINUE THE USE OF THE ONLINE AND MOBILE WEBSITES, SOCIAL MEDIA PAGES, THE CONTENT, AND YOUR ACCOUNT.

THE SIRVVE.COM PARTIES HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, (INCLUDING CLAIMS OF DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO YOUR USE OF, OR THE INABILITY TO USE, THE ONLINE AND MOBILE WEBSITES, SOCIAL MEDIA PAGES, THEIR CONTENT, FEATURES AND FUNCTIONS, YOUR ACCOUNT OR ANY MEAL PRODUCTS OR SERVICES THAT YOU PURCHASE OR USE THROUGH THEM. THESE LIMITATIONS SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE SIRVVE.COM PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE SIRVVE.COM PARTIES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. In no event shall Sirvve.com’s total liability to you for all damages, losses, and/or causes of action, whether in contract, tort (including without limitation negligence), or otherwise, arising out of or relating to the online and mobile websites, social media pages, the Content, or these exceed fifty dollars (US \$50.00). The foregoing limitations will apply even if the above-stated remedy fails for its essential purpose.

You agree to defend, indemnify, and hold the Sirvve.com Parties harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys’ fees, arising in any way from your use of the online and mobile websites, social media pages, the Content, your Account, or your breach or violation of applicable laws or these Terms. Sirvve.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Sirvve.com’s defense of such claim.

### **31. Force majeure.**

Neither party will be liable for any delay or failure to perform its obligation under these Terms (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, epidemic, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

### **32. Disputes.**

EXCEPT AS OTHERWISE PROVIDED HEREIN, IF EITHER YOU OR SIRVVE.COM WANT TO BRING A CLAIM OR CAUSE OF ACTION AGAINST THE OTHER UNDER THESE TOS, OR IF ANY DISPUTE ARISES BETWEEN THE PARTIES AS A RESULT OF THESE TOS OR YOUR USE OF OUR ONLINE AND MOBILE WEBSITES, SOCIAL MEDIA PAGES, THE CONTENT, OR OUR MEAL PRODUCTS AND RELATED SERVICES, EACH PARTY AGREES TO USE ARBITRATION AS THE SOLE AND EXCLUSIVE MEANS TO BRING SUCH A CLAIM OR CAUSE OF ACTION OR TO RESOLVE SUCH A DISPUTE. YOU UNDERSTAND THAT BY AGREEING TO THE FOREGOING AND THE MORE SPECIFIC TERMS BELOW, YOU AND SIRVVE.COM ARE GIVING UP THEIR RIGHT TO FORM OR BE A PART OF A CLASS ACTION OR OTHER REPRESENTATIVE LAWSUIT. YOU ARE NOT, HOWEVER, WAIVING YOUR ABILITY TO RECOVER DAMAGES. ALTHOUGH ARBITRATION PROCEDURES ARE DIFFERENT FROM COURT PROCEDURES, AN ARBITRATOR CAN AWARD YOU INDIVIDUALLY THE SAME DAMAGES AND RELIEF AS A COURT, AND JUDGMENT ON THAT AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.

As such, both you and Sirvve.com specifically agree that:

Arbitration.

Except for small claims court cases, all claims, causes of actions, and disputes (collectively, “**Disputes**”) that cannot be resolved by the parties after a good faith effort at negotiation shall be submitted for arbitration administered by the American Arbitration Association (“**AAA**”). The AAA will apply the [Consumer Arbitration Rules](#) (excluding any rules or procedures governing or permitting class actions) to the arbitration of any Dispute pursuant to these Terms, unless you are a business and use our meal products and services for commercial purposes, in which case the AAA will apply the [Commercial Arbitration Rules](#). You can get procedures (including the process for beginning an arbitration), rules, and fee information from the AAA website ([www.adr.org](http://www.adr.org)).

The party seeking to commence arbitration must first notify the other party in writing at least 30 days in advance of initiating the arbitration. Notice to Sirvve.com should be sent to Evvris LLC d/b/a Sirvve.com, Attn: Legal Department, 433 Spring Garden Street, Suite 107, Greensboro, North Carolina 27401 or at [legal@Sirvve.com](mailto:legal@Sirvve.com). We will provide notice to your email address(es) and street address(es), if any, associated with your Account at the time the notice is sent. The notice must describe the nature of the claim and the relief being sought.

Regardless of such notice, no arbitration may be commenced if barred by the statute of limitations applicable to the Dispute. The arbitrators shall have no power to award punitive damages, or any other damages not measured by the prevailing party’s actual damages or damages in excess of the limitations set forth herein. Even if other portions of these arbitration provisions are held to be invalid or unenforceable, the arbitrators shall not have the power to award or impose any remedy that could not be made or imposed by a court sitting in the jurisdiction and venue agreed to by the parties and deciding the matter in accordance with the governing law agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed unless required by legal or regulatory requirements. The amount of any settlement offer made by either of us before arbitration cannot be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. The arbitration proceedings are subject to the U.S. Federal Arbitration Act and hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

Unless you and Sirvve.com agree otherwise, the arbitration will occur in U.S. English and take place in Guilford County, North Carolina. Payment of any fees will be decided by the applicable AAA rules.

Notwithstanding the foregoing, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either you or Sirvve.com to bring an individual action in small claims court or require Sirvve.com to arbitrate a Dispute if it is pursuing a claim for IP infringement. Sirvve.com shall have the right to bring such IP infringement claim in any state or federal court.

*Class Action Waiver.*

YOU AND SIRVVE.COM AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (COLLECTIVELY, THE “**CLASS ACTION WAIVER**”). Further, unless both you and Sirvve.com agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If for any reason the Class Action Waiver set forth above cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof. Any Disputes covered by any deemed unenforceable Class Action Waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement to arbitrate will be binding and enforceable. For the avoidance of doubt, the parties do not agree to class arbitration or to the arbitration of any claims brought on behalf of others.

*Intellectual Property and Computer Trespass Claims.*

Notwithstanding the above, the foregoing mandatory arbitration provision shall not apply in the event we bring a claim against you for infringement of our intellectual property rights, computer trespass, or related claims, in which event you agree that venue is proper and personal jurisdiction exists over you in the state or federal courts located in Guilford County, North Carolina.

**33. Term and termination.**

These Terms always apply to all users of the online and mobile websites and social media pages until we supersede and replace them. We may at any time terminate, change, suspend, add to, or discontinue any aspect of the online and mobile websites and social media pages, or your right to use it, including your Account, and any Content, without notice or liability to you.

**34. Miscellaneous provisions.**

These Terms are the entire and exclusive agreement between us and all visitors and users of the online and mobile websites and social media pages. Neither any course of conduct between the parties nor trade practice will modify these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the online and mobile websites, social media pages, these Terms must be filed by you within one year after such claim or cause of action arose or be forever barred. Should any provision of these Terms be held to be unenforceable, that provision will be limited to the minimum extent necessary, and the remaining provisions hereof shall remain in full force and effect. The waiver of any breach of these Terms will not constitute a waiver of any other or future breach and will not act to amend or negate the rights of the waiving party. You may not assign your rights or obligations hereunder. The provisions of these Terms pertaining to disclaimers, exclusion of damages, limitation of liability, and indemnification shall survive termination.



**35.    Contact us.**

If you have questions, please contact us at Sirvve.com, 433 Spring Garden Street, Suite 107, Greensboro, North Carolina 27401, or by email at [support@Sirvve.com](mailto:support@Sirvve.com).