

Sauce Website Terms of Use Agreement

Last Updated: April 11, 2023

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

PLEASE NOTE THAT IF YOU USE THE SERVICES, ADDITIONAL TERMS APPLY. THE TERMS OF USE FOR THE SERVICES CAN BE FOUND BELOW.

These Terms of Use apply to this site, provided by Say2eat, Inc. DBA Sauce and its affiliates (collectively, “Company,” “Sauce,” “Say2eat,” “we,” “us,” or “our”).

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

YOUR CONTINUED USE OF THIS SITE IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS SITE.

CONTINUED ACCESS AND USE OF ANY SITE AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.

We are committed to making Sites accessible for all users, and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature, or functionality of a Site, please [contact us](#).

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Highlights of the Agreement

This Terms of Use Agreement (the “**Agreement**”) is a legal agreement exclusively between you and us governing your use of our websites and other online, properties, software, or applications that link to this Agreement (each a “**Site**,” and collectively “**Sites**”). By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement.

This Highlights section is intended to provide you with a basic overview of the contents of this Agreement. However, please read this entire Agreement for a complete understanding of the terms you are agreeing to. The meaning of capitalized words can be found in the full Agreement. If there is a conflict between the terms of this “Highlights” section and the terms of the full Agreement, the terms of the full Agreement control.

(a) eCommerce

- Refunds have conditions that you should understand before subscribing.

Read more about our eCommerce policies.

(b) Our Rights

- All the Content on our Sites is protected by intellectual property rights—you may only make limited use of the Content you find on a Site, as described below.
- We may block you from accessing our Sites or terminate your Account for any reason.
- We are not liable for third-party content hosted on our Sites, external websites linked to or from our Sites, or errors regarding product information, availability or promotional offers.

Read more about our rights and control of our Sites and Content.

(c) Your Use of Our Sites

- Unless otherwise indicated, you only may use our Sites and our Content for your personal use as an individual.
- While on our Sites, you may not violate any laws, infringe any rights, threaten, harass or impersonate others, or take other actions that harm us or other people or parties.
- You must not attempt to bypass security protections on our Sites, introduce viruses or other harmful code, or use our Sites to attack other websites or services.
- If you register for an Account on a Site, you should keep your password confidential and not allow other people to use your Account.

Read more about what you can and cannot do on our Sites.

(d) International Users

- There are special terms and limitations for international users of our Sites

[Read the International Terms](#)

(g) Important Things to Know

- By using a Site, you consent to the terms of this Agreement. We may update this Agreement from time to time, and we will use reasonable efforts to provide you with notice of these updates if they are material.
- **THIS AGREEMENT CONTAINS LIMITATIONS ON OUR LIABILITY TO YOU, IMPORTANT DISCLAIMERS OF WARRANTIES, AND INDEMNIFICATION OBLIGATIONS BY YOU.**
- **THIS AGREEMENT GOVERNS HOW DISPUTES WITH US WILL BE HANDLED, INCLUDING USING BINDING ARBITRATION WITH A CLASS ACTION WAIVER.**
- Your use of a Site may be governed by other terms and conditions applicable to certain features or promotions. You should also read our Privacy Policy.
- This Agreement contains information about how you can [contact us](#) regarding complaints, questions or copyright infringement claims.
- **IF YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL TERMS APPLY. THE TERMS OF USE FOR THE SERVICES CAN BE FOUND BELOW.**

Read the complete Agreement below

COMPLETE AGREEMENT

ECOMMERCE

Our Sites may allow you to purchase products/subscriptions directly on them (“**eCommerce Sites**”).

Refunds will not be issued for products that have not been purchased directly through a Site. We reserve the right to deny a refund and/or issue a credit to your Account on the Site in place of a refund.

Orders

We may make improvements and/or changes in products or services described on the Sites, add new features, or terminate a Site at any time without notice. We also: (a) reserve the right to change the services advertised or offered for sale through an eCommerce Site, the prices or specifications of such services, and any promotional offers at any time without any notice or liability to you or any other person; (b) cannot guarantee that services advertised or offered for sale on a Site will be available when ordered or thereafter; (c) do not warrant that information on a Site (including without limitation product descriptions) is accurate, complete, reliable, current or error-free; and (d) reserve the right to modify, cancel, terminate or not process orders (including accepted orders) where the price or other material information on an eCommerce Site is inaccurate, or for any other reason in our sole discretion. If we do not process an order for such reason, we will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Taxes: If we are legally required to collect sales tax on services you order, the tax amount will be added automatically to your purchase price. On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may [contact us](#) for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

Payment Processing: We may use a third-party payment processor to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor’s terms and your information may be subject to their privacy practices.

Refunds

Some eCommerce Sites provide services for which we allow a refund; meaning all or a portion of the purchase price is returned to you. This may be indicated on the applicable eCommerce Site or may be communicated by our customer service. We reserve the right to only issue a refund in our sole discretion.

Timing: To be eligible for a refund, you have 7 days from the date the services initiate to contact us for a refund of the purchase price. Following such 7-day period, no service is eligible for a refund. However, even after 7 days, we encourage you to contact us if you are unsatisfied with

the services and so our customer service can improve your experience, which may include providing an exception to this refund policy.

Conditions: Your refund is subject to the following conditions:

- To request a refund, you must contact our customer service department by following the instructions on the “Help” section of the Site.
- In your refund request, you must indicate the specific service with which you are not satisfied and include your, name, and contact information, as well as the reason for your refund request.
- If we accept your refund request, you will receive a credit to your original form of payment. If we are unable to credit that form of payment, your refund may not be completed. We may contact you for new payment information or provide your refund in another way, such as through your Account.

Promo Codes and Discounts

Certain Sites create or advertise promo codes, discounts, coupon codes, and offers that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Only consumers can use promo codes, they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on the Site.

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OUR INTELLECTUAL PROPERTY RIGHTS

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs and other content appearing in or on the Sites (the “**Content**”) are protected intellectual property of, or used with permission or under license by, our Company. Such Content may be protected by copyright, trademark, patent or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Sites, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title or interest in any Content by accessing or using the Sites. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on a Site is strictly prohibited.

Subject to your compliance with this Agreement, we grant you a limited license to access and use the Sites and their Content for personal, informational, and business purposes. No Content from the Sites may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be

permitted to access the Sites. To use Content under such an exception, you must (1) keep any copyright, trademark, or other proprietary notices intact, (2) use such Content pursuant to any licenses associated with such Content, (3) not copy or post such Content on any networked computer or broadcast it in any media, (4) make no modifications to any such Content, and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of a Site or the Content.

IN THE EVENT YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL INFORMATION ABOUT THE PROPRIETARY RIGHTS ARE PRESENT IN SECTION 3 OF THE SERVICES TERMS OF USE BELOW. ADDITIONAL INFORMATION ABOUT CUSTOMER INFORMATION IS PRESENT IN SECTION 6 OF THE SERVICE TERMS OF USE BELOW.

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YOUR AUTHORIZED USE OF OUR SITES

While using a Site, you are required to comply with all applicable statutes, orders, regulations, rules and other laws. You may not use a Site for any fraudulent or unlawful purpose, and you may not take any action to interfere with a Site or any other party's use of a Site. In addition, we expect users of the Sites to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post to or transmit through the Sites any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to a Site;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Site, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of a Site;
- Disseminate on a Site any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Sites;

- Build a competitive product or service using the Sites, build a product or service using similar ideas, features, functions, or graphics as the Sites or determine whether the Sites are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Sites or monitor the availability, performance, or functionality of the Sites;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on a Site or to collect any information from a Site or any other user of a Site; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Sites.

Linking: You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking Site does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a Site's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content. We may revoke these permissions at any time.

IN THE EVENT YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL INFORMATION ABOUT THE AUTHORIZED USE OF THE SERVICES AND AUTHORIZED USED OF SOFTWARE LICENSE IS PRESENT IN SECTION 1 OF THE SERVICES TERMS OF USE BELOW.

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DOWNLOADS

Sites may allow you to download certain Content, ebooks, and other information or materials. The Company makes no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with the Company or a third party.

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Accounts

Some of our Sites allow you to register for accounts specific to you for ordering and other purposes (“**Account**”).

In general, you are not obligated to register for an Account in order to access the Sites. However, certain sections and features of some of the Sites are available only to users who have registered for an Account (“**Registered Users**”). We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; or that is offensive. You may only have one active Registered User Account on each Site at any given time and you may not allow other people to use your Account to access a Site.

If you are a Registered User, we expect you to accurately maintain and update any information about yourself that you have provided to us. You agree that you are responsible for all activities that occur under your Account, and for maintaining the confidentiality of your password and restricting access to your computer so others may not access a Site in violation of this Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

You agree to notify us of any unauthorized use of your Registered User username, log-in ID, password or any other breach of security that you become aware of involving or relating to a Site by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Sites and your Account, including without limitation, terminating your Account, changing your password or requesting information to authorize transactions on your Account. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

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Descriptions, Testimonials, Opinions

Sites may contain user or expert opinions. Information on Sites identified as user or expert opinion, or accessed from this Site by hyperlink, represents the opinions of these respective users or experts, which are not necessarily those of the Company.

Some Sites may contain blogs with information about how to use a product or statements about a product’s effectiveness. Some of these statements are not written by us and do not represent our opinion. Other statements may be written by us, but are not a representation or warranty about a product and should not be relied upon as such.

Descriptions and graphic representations of products on Sites are for informational purposes only and may not completely reflect the current product or its packaging. We reserve the right to

change product descriptions at any time, and we are not responsible for variations between a product description and the actual product. Technological issues, such as your device settings, may alter how a product appears on a Site.

WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY TESTIMONIAL, BLOG, DESCRIPTION, OR OPINION POSTED ON ANY SITE TO THE MAXIMUM EXTENT ALLOWED BY LAW.

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Third-Party Content and Links

Any information, statements, opinions or other information provided by third parties and made available on our Sites are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third party Content on our Sites.

We may provide on the Sites, solely as a convenience to users, links to websites, social media pages, or other services operated by other entities. If you click these links, you will leave our Sites. If you decide to visit any external link, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked Sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked Site is authorized to use any of our trademarks, logos or copyright symbols.

We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Twitter, YouTube, TikTok, Pinterest and Instagram, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Site, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

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Updates to this Agreement

We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of our Sites. Your continued use of a Site will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Site, an email to the address we have on file, or a message in your Account.

We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

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Other Policies

This Agreement applies exclusively to your access to, and use of, the Sites and do not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of a Site and are included as part of this Agreement whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Service Terms and Conditions
- Policies for delivery partners
- Privacy policies
- Employment agreements

Other policies and agreements are typically found by navigating the Site, typically by checking Site headers and footers and by reviewing hyperlinked terms.

We have also adopted a Privacy Policy that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

Should we employ you, none of the materials provided on a Site constitute or should be considered part of an employment contract or an offer for employment.

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IMPORTANT LEGAL TERMS

Termination

The Sites and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the Contact Us section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to a Site or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Sites and all copies thereof; (ii) you will immediately cease all use of and access to the Sites; (iii) and we may delete your Registered User Account at any time. You agree that if your use of a Site is terminated pursuant to this Agreement, you will not attempt to use that Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of a Site after termination will be a violation of this Section, which survives any termination.

Even after the termination of this Agreement or of your Account or access to a Site, any User Content you have posted or submitted may remain on a Site indefinitely.

IN THE EVENT YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL INFORMATION ABOUT TERMINATION RIGHTS FOR THE SERVICES IS PRESENT IN SECTION 7 OF THE SERVICES TERMS OF USE.

Children

Our Sites are not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under thirteen (13) years of age. **YOU MUST BE AT LEAST THIRTEEN (13) YEARS OF AGE TO ACCESS AND USE OUR SITES.** If you are under the age of majority in your home state, which is eighteen (18) years in most states, you

may not establish a registered Account with us, and you should use our Sites only with the supervision of a parent or guardian who agrees to be bound by this Agreement.

Disclaimer of Warranty

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF THE CONTENT AVAILABLE ON A SITE OR ANY OTHER SITES LINKED TO OR FROM A SITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH A SITE IS DONE AT YOUR OWN RISK. THE CONTENT OF A SITE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

IN THE EVENT YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL INFORMATION ABOUT DISCLAIMER OF WARRANTY FOR THE SERVICES IS INCLUDED IN SECTION 8 OF THE SERVICE TERMS OF USE.

Limitation of Liability

WE AND OUR AFFILIATES AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, AND SERVICE PROVIDERS (COLLECTIVELY, THE “RELEASEES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE A SITE, A SITE’S CONTENT OR EXTERNAL LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.

RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

IN THE EVENT YOU SUBSCRIBE TO THE SERVICES, ADDITIONAL INFORMATION ABOUT LIMITATION OF LIABILITY FOR THE SERVICES IS INCLUDED IN SECTION 9 OF THE SERVICE TERMS OF USE.

Indemnity

You agree to indemnify, defend and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with a Site; or (iii) the Content or other information you provide to us through a Site. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Consent to Communication

When you use a Site or send communications to us through a Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating a Registered User Account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

Disputes, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER,

EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, other agreements on the Site, or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Florida before one arbitrator or submitted to small claims court in Florida. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules.

No Class Actions: YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION.

Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("**Notice**"). The Notice to us must be addressed to: 3479 NE 163rd St. Unit 2068, North Miami Beach, FL 33160. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or us may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing: If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award: In the event arbitration awards you damages of an amount at least \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500, whichever is greater.

Injunctive Relief: Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings: If 25 or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("Coordinated Claims"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and counsel for [COMPANY] shall each select five cases to proceed first in arbitration in a bellwether proceeding ("Test Cases"). The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against [COMPANY]. Individuals bringing Coordinated Claims shall be responsible for up to \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

Governing Law and Rules: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

Severance of Arbitration Agreement. If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying or otherwise describing the arbitration agreement shall be severed from this Agreement. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

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Terms for Users in Certain Geographic Locations

New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under Disputes, the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at [\(916\) 445-1254](tel:9164451254) or [\(800\) 952-5210](tel:8009525210).

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims

that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Site, you agree to that these California Civil Code Section 1542 protections no longer apply to you.

International Users

The products referred to on Sites may only be available in the territory to which that Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON ANY SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THAT SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT A SITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access a Site do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit a Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:

CANADA

L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.

Quebec Customers: For Quebec customers (or customers from other Canadian provinces where applicable) we will, if required, send at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and the customer’s right to refuse the amendment and rescind or, in the case of a contract involving

sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in the customer's obligations or a reduction in our obligations.

Dispute Resolution: The arbitration requirements of this Agreement will not apply to you if any such provision is unenforceable under the laws of your Canadian province of residence.

Cancellation Rights: Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights.

Privacy and Consumer Complaints: Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to support@getsauce.com. You may also contact us by writing to 3479 NE 163rd St. Unit 2068, North Miami Beach, FL 33160.

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Contacting Us

If you have questions about this Agreement, if you have technical questions about the operation of a Site, or if you have any questions or comments about our Company or our products or have other customer service needs, please contact us by writing us at support@getsauce.com.

Sauce Business to Business Services Terms of Use Agreement

These terms and conditions (“**Terms**”) are entered into between Say2eat, Inc. (“**Sauce**”), and the restaurant identified within the sign-up form (“**Customer**”, and jointly with Sauce the “**Parties**”), which shall remain in effect for the entire duration of the Term, unless agreed otherwise explicitly and in writing between the Parties. Any capitalized terms not otherwise defined herein shall have the meaning attributed to them in the Terms.

SAUCE CONTACT DETAILS	
Full address:	3479 NE 163rd St unit 2068, North Miami Beach, FL 33160, USA
Phone:	+1-888-477-1537
Email:	Support@GetSauce.com

1. SOFTWARE LICENSE; SERVICES

1.1. During the Term and subject to the terms and conditions of these Terms and the sign-up form (collectively, the "**Agreement**"), Sauce hereby grants Customer and its End Users in consideration for the payment of Fees (as defined below) herein, a non-exclusive, non-transferable, worldwide right to access and use the Services. All rights not expressly granted to Customer are and shall remain the exclusive property of Sauce. Customer shall ensure that each End User is bound by and complies with all of the applicable provisions of this Agreement and will remain liable at all times for (i) all obligations hereunder arising in connection with any End User’s use or access of the Services or any other intellectual property right or exercise of any rights under this Agreement; (ii) any act or omission by any End User which, if performed or omitted by Customer, would be a breach of this Agreement; and (iii) any damages, costs, expenses or other liabilities caused by such End User, and in each such case (i) through (iii) shall indemnify, defend and hold Sauce harmless from any such losses, damages, costs and expenses. For the avoidance of doubt, the use of the Service by the End Users shall be made free of charge.

“**Services**” means those services provided by Sauce which are generally described in the sign-up form and any additional or other services which may be made available to Customer by Sauce including any updates or support services.

“**End User**” means those customers of Customer who wish to order the food by using the Services herein.

1.2. Except as expressly provided herein, Customer may not and shall not, permit anyone to directly or indirectly, (i) translate, modify, copy, or otherwise reproduce the Services in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas or algorithms of the Services or data related to or provided with the Services or the form or structure of the Services; (iii) permit any third party to gain unauthorized access to the

Services; (iv) create derivative works based upon any or all of the Services or any of its components and/or outputs; (v) interfere in any manner with the hosting of the Services; (vi) assign, sublicense, pledge, lease, rent, publish, sell, market or share its rights under this Agreement; (vii) make the Services available in any manner to any third party for use in the third party's business operations; (viii) use the Services and/or its outputs unlawfully or in any manner not expressly authorized by this Agreement; (ix) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Services; (x) use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Sauce's provision of the Services; or (xi) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party.

- 1.3. The rights granted under this Agreement are limited, among others, to the Term. Except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means and Customer agrees to make reasonable effort to prevent unauthorized third parties (including its employees and/or sub-contractors) from accessing the Services.
- 1.4. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of Sauce, if any, appearing on or in the Services, screen outputs and prints generated from the use of the Services unless otherwise expressly agreed beforehand in writing by Sauce.
- 1.5. Sauce shall not be responsible for any degradation, downtime, or inoperability of the Services if such is caused due to any of the following: (i) Customer's and its End Users misuse of the Services or in violation of the terms of the Agreement; (ii) failures of Customer's and its End Users' internet connectivity; (iii) Customer's and its End Users' failure to meet any minimum hardware or software requirements prescribed by Sauce from time to time; (iv) scheduled downtimes by Sauce (v) failure of the Services due to unauthorized changes or modification or additions made by Customer and its End Users in the existing interfaces with Services; or (vi) failure of the Services or set off or configuration of the system due to failure or delays caused by third party providers.

2. RESTRICTIONS AND RESPONSIBILITIES OF CUSTOMER

- 2.1. Customer agrees to use the Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements). Without derogating from the foregoing, Customer shall: (i) notify Sauce immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Sauce immediately and use reasonable efforts to stop immediately any copying or distribution of the Services; and (iii) not impersonate or provide false identity information to gain access to or use the Services.
- 2.2. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Services.

2.3. Customer shall be responsible for obtaining all legally required consents and permissions to contact data subjects before instructing Sauce to contact the data subject. Customer shall indemnify, defend and hold Sauce harmless from any claims resulting from Customer's violation of this Section.

3. **PROPRIETARY RIGHTS.** Sauce shall exclusively own all right, title and interest, including all related intellectual property rights, in and to the Services, any technology used to provide the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, its End Users or any other party relating to the Services (the "Developments"), including all information generated by the use of the Service by You or others including among others the conversion of an [restaurant]'s menu into a file (collectively, the "Data"). You assign to Sauce all of Your rights in the Developments and Data and agree to cooperate with Sauce as reasonably required to perfect such assignments. This Agreement shall not constitute and is not a sale and does not convey to Customer any rights of ownership in or related to the Services, Sauce's technology or the intellectual property rights owned by Sauce other than the right to access and use the Services during the Term pursuant to the terms of this Agreement. Sauce's name, logo, and product names associated with the Services are trademarks of Sauce or third parties, and no right is granted to use them. Customer warrants and represents that by using the Services, each End User agrees that he or she has read, gave consent and validly accepted this Agreement (in case of an End User who is a minor, such consent and acceptance shall be provided by such End User's legal guardian).
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. Sauce's Confidential Information includes, without limitation, the software underlying the Services. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. FEES.

- 5.1. The fees for the Services ("**Fees**") are set forth in the applicable sign-up form. The Fees shall accrue a late payment charge of 1.5% interest per month. The Fees are exclusive of any applicable taxes, which, if payable by Sauce, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. Any breach of payment obligations pursuant to this section will be deemed a material breach of this Agreement.
- 5.2. Setup fee shall be paid within 7 days from setup. Monthly subscription fees shall be paid monthly at the beginning of each month. Annual subscription should be paid at the beginning of the year. Transaction fees shall be deducted in real time. Processing fees - 2.9% + 30 cents shall be paid by Customer. If given without a monthly fee, the End User may pay a service fee per order that would go to Sauce.
- 5.3. Customer shall be responsible for all fees and taxes resulting out of the Services (including but not limited to VAT, applicable sales tax, Federal tax etc.), and for any clearing fee resulting out of any End User's payment. The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable. For the avoidance of doubt, any discounts and/or credits applied during the Initial Term, shall not carry over to any Renewal Term.
- 5.4. Any additional modules, quantity increases, or other custom development and integration work requested by Customer during the Term shall require a new sign-up form to be executed by the parties, and shall be subject to the prevailing Sauce prices as amended from time to time. Customer shall pay all amounts to Sauce according to the above pricing plan, subject to the following provisions: (1) there are no delivery fees (for the first 5 miles, or 2 miles in New York City and/or San Francisco) unless otherwise agreed upon between the Parties; (2) any service fees / markups will go fully to Sauce; (3) for extra range delivery fees which are above 5 miles, for each additional 5 miles the Customer shall pay US\$3, and the End User will pay the remaining due amounts; (4) catering fees are 5% per order + catering delivery fees of US\$35 (between 0-12 miles) and/or US\$50 (between 12-50 miles) to be split between the Customer and the End User.
- 5.5. If Sauce takes orders over the telephone for Customers, Sauce may charge a service fee from End Users. This service fee is subject to change.
- 5.6. By accepting this Agreement, Customer agrees to a deduction from any unpaid amounts from time to time including, without limitation, amounts owed to Customer as consideration for the Services and/or amounts received by Customer from its End Users, up to the dollar amount owed. Whether or not Sauce elects to make any set-off in whole or in part, if Sauce does not recover by means of set off the full amount Customer owe Sauce, Customer agree to pay immediately the unpaid balance to Sauce. Customer may not withhold or set-off any amount from any payment hereunder. Any breach of payment obligations pursuant to this section will be deemed a material breach of this Agreement.

6. TERM & TERMINATION

- 6.1. This Agreement shall commence and continue for the period of the Services purchased pursuant to any applicable and outstanding order, including any Renewal Term (as defined below). Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party materially breaches this Agreement and fails to cure the breach within fourteen (14) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 6.2. The Initial Term shall be automatically extended for successive renewal terms of 12 months each unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term. Upon termination, Customer will pay in full all Fees due. Upon any termination of this Agreement: (a) Customer shall cease using the Services hereunder and any right to make use in it shall immediately terminate; and (b) Customer shall return to Sauce or, at Sauce's option, destroy all Confidential Information of Sauce in its possession.
- 6.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, intellectual property rights and limitations of liability.

"Initial Term" means [12] months.

"Renewal Term": means Initial Term shall be automatically extended for successive Renewal Terms of [12] months unless either party provides written notice of non-renewal to the other party at least [90] days before such expiration.

"Term": means the Initial Term and any additional Renewal Term.

7. WARRANTY AND DISCLAIMER

- 7.1. Sauce represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Services shall perform in accordance with customary industry standards.
- 7.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) Customer's performance under this Agreement do not and will not infringe upon any third party's right; and (iii) it shall at all times use the Services in compliance with applicable law and the terms of this Agreement.
- 7.3. SAUCE DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SERVICES ARE PROVIDED

"AS IS" AND SAUCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SAUCE DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

- 7.4. To the extent the Services or any services provided by Sauce hereunder are provided through or in connection with any third-party services, Sauce shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service. Customer acknowledges and agrees that the use of any third-party service shall be in accordance with such third party's terms and privacy policy.
- 7.5. Customer acknowledge and agree that Sauce shall not provide any logistics or courier services or any other services beside the Services, and shall have no responsibility for third party services used by Sauce such as payment services or any private messages function or others.

8. LIMITATION OF LIABILITY.

- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR APPLICABLE LAW IN NO EVENT SHALL SAUCE BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS OR BUSINESS INTERRUPTION, LOSS OF DATA, GOOD WILL, OR BUSINESS OPPORTUNITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF INFORMATION OR DATA, OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE), CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. IN NO EVENT SHALL SAUCE'S TOTAL, AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (IF ANY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND) OR OTHER THEORY OF LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE.

9. **MISCELLANEOUS.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Sauce shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Sauce's website and marketing materials. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets and further provided that Sauce may assign this Agreement to any of its subsidiaries. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Delaware without regard to its conflict of law provisions and the competent courts of Delaware shall have exclusive jurisdiction to hear any disputes arising hereunder. Sauce reserve the right, at its sole discretion, to modify and/or replace this Agreement at any time and for any reason. By continuing to access or use the Service after the change became effective, Customer agrees to be bound by the revised Agreement. If Customer do not agree to the new terms, please stop using the Service.