

MERCHANT'S TERMS AND CONDITIONS

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and KARTBITES INC and its affiliate KARTBITES PRIVATE LTD ("we," "us", "our", "company", or "the company"). Please read these terms carefully before using the Slurpalicious suite of mobile applications, services, or software made by our company. You, any entities that you represent, and all of your participating store locations ("you" or "merchant") agree to be bound by these terms in addition to the terms on your sign-up sheet, or terms of service including, without limitation, any claims that arose or were asserted before the effective date of this Agreement.

This Agreement contains provisions that govern how claims that we have against each other are resolved. In particular, section 17 defines our arbitration agreement, which requires disputes between us to be submitted to binding and final arbitration with some limitations. If you do not choose to participate in arbitration, you agree to the following: (1) you may only bring claims and seek relief against us individually, and not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to bring claims in a court of law and to your ability to participate in a currently pending proposed class action lawsuit may be impacted by the arbitration agreement. To learn more about this arbitration agreement, the possible implications of this arbitration agreement, and how to opt-out of the arbitration agreement, please refer to section 19.

1. DEFINITIONS.

A. **Driver** refers to an independent delivery contractor.

B. **Delivery API** refers to the application programming interface (API) used by our company to exchange data with the Merchant. Any information that our company gives or makes available to the Merchant through the company platform is referred to as "company data," including personal information without restriction.

C. **Marketplace** or **Our Company Marketplace** refers to the Slurpalicious website or mobile application where customers may browse and search for menus or catalogs of merchants and place orders for (i) delivery by a Slurpalicious driver to the consumer, or (ii) pick-up by the consumer.

D. The term "**customer**" or "**consumer**" refers to any user who orders via the Slurpalicious platform

E. **Our company platform** includes all cloud software services and client software applications related to the Slurpalicious marketplace

F **Our company services** refers to the company platform

G. **Marketplace orders** are requests from customers for delivery by Slurpalicious drivers or for pickup by customers made using our company platform.

H. **Merchant** refers to an eatery or other organization that has consented to use our company services and sells products or services on the Slurpalicious marketplace

I. All items available at merchant stores for takeout or delivery are "**merchant products.**"

J. **Merchant stores** refers to the merchant locations that use the slurpalicious services and includes (i) merchant stores run by the Merchant or its affiliates and (ii) merchant stores run by franchisees of the Merchant or its affiliates.

K. **Marketplace term** refers to the duration of the contract between the Merchant and our company for our company platform.

L. **Pickup orders** indicate orders for merchants through the slurpalicious platform from customers for pick-up by the customer.

M. **Pickup program** refers to a feature that allows customers to browse and search merchant menus and order slurpalicious from merchants through our company platform for pick-up by the customer.

N. **Order** refers to a pick-up order, or a marketplace order, as appropriate.

O. **Order equipment** refers to and encompasses any hardware that our company reasonably deems necessary for the Merchant to receive and process orders, including but not limited to a tablet, fax machine, or other automated, electronic methods of processing orders.

P. Personal Information shall mean any information exchanged under this Agreement that (i) identifies or can be used to identify an individual (including without limitation, names, telephone numbers, addresses, signatures, email addresses or other unique identifiers); or (ii) that can reasonably be used to authenticate an individual (including without limitation, name, contact information, precise location information, access credentials, persistent identifiers and any information that may be considered 'personal data' or 'personal information' under applicable law).

Q. Schedule for later order refers to an order that will be completed at a specific time later that day or at a later period in the future.

R. Terms refers to the clauses in this Agreement

S. Commission Rate means the commission fees collected by Slurpalicious in exchange for promoting and featuring the Merchant and Merchant Store(s) on the Slurpalicious Platform, which is charged as a percentage of revenues transacted on the Slurpalicious Platform calculated on a pre-tax basis.

2. THE RELATIONSHIP OF THE PARTIES

Our company provides the Slurpalicious platform including the Slurpalicious suite of applications using web-based or mobile technology that connects merchants, independent delivery contractors ("drivers"), and customers. Upon prior written notification to the Merchant, our company may, from time to time, list the Merchant on the marketplace subject to the commission rate(s) specified in the sign-up sheet. Our company is an online connection platform; it is not a retailer, a supplier or seller of goods, or a delivery service. The sign-up sheet, these terms, and any other applicable terms between the parties will govern the relationship between the Merchant and our company as independent entities.

There is no agency, partnership, fiduciary, or joint venture relationship between our company and Merchant (or the employees, representatives, or locations of Merchant), our company and driver, or our company and customers that is created by the agreements, relationship, or transactions between the parties. Each party shall bear sole responsibility for its own costs, gains, and losses, unless otherwise expressly provided in the sign-up sheet, these terms, and any other terms between the parties that may apply.

3. THE CORE RESPONSIBILITIES OF OUR COMPANY MARKETPLACE

Our company and the Merchant shall be accountable for the following throughout the marketplace term for merchants who have consented to participate in the company marketplace.

A. Core responsibilities of our company

The company platform will in a timely manner: (i) display Merchant's logo, a list of their stores, and a menu of their products; (ii) accept marketplace orders from customers; (iii) forward each order to the appropriate store; and (iv) forward each order to a driver so that the driver can pick up the relevant merchant product(s) from the store and deliver them to the customer; (v) Pay the Merchant in accordance with the parties' contracts, taking into account the applicable commission rate, marketing fees (for orders that can be identified), subscription fees, activation fees, and any other expenses (in each case, as may be adjusted by our company as required by any applicable statute, regulation, executive order, or another legal requirement that is either temporary or permanent in nature).

B. Core responsibilities of the Merchant. The Merchant shall promptly:

- i. Provide our company with the Merchant's takeout or in-store menu or catalog, along with the cost of each item on the menu;
- ii. Keep an eye on the Merchant's menu and store information on our company platform (herein called "the listing"); promptly update the listing to reflect the most recent pricing, and other information; or immediately notify our company in writing of any errors or changes;
- iii. Accept all marketplace orders placed by our company from Merchant's then current menu;
- iv. Process marketplace orders in a timely manner as indicated on orders;
- v. prepare the marketplace order so that a driver may pick them up at the scheduled time;
- vi. Notify our company of days and hours of operation and continue to be open for business on Slurpalicious on the same days and hours of operation as the Merchant's in-store business; notify our company of any changes to the Merchant's hours of operation on holidays, and notify our company if the Merchant closes earlier than the Merchant's standard hours.

vii. Provide, subject to section 15(3)(i), the same utensils, napkins, bags, and other materials as the Merchant would typically provide in a standard takeout or delivery order;

viii. Regularly check and confirm the transactions, fees, and charges on orders through the merchant portal, and promptly alert our company to any errors.

ix. If our company gathers tips from customers and provides them to the Merchant, the Merchant will divide the tips in compliance with any applicable regulations, including but not limited to tip pooling rules.

4. PICK-UP PROGRAM CORE RESPONSIBILITIES

For merchants who have agreed to take part in the pick-up program, our company will be responsible for the same things described in section 3, and the Merchant will be responsible for the things described in section 3 respectively. Additionally, once our company gives the Merchant the option to set prices for Merchant products under the pick-up programme that are different from the prices for such products under the delivery programme, the Merchant is responsible for making sure that the pricing of Merchant products under the pick-up programme is not higher than the pricing of the same Merchant products for pick-up (a) in-store and (b) on any other third-party food ordering and/or delivery platform. On orders placed by customers under the pick-up program, our company shall apply the respective commission rate

5. REFUNDS AND REORDERS

Following are the procedures for refunds and reorders:

- A. *refunds for Marketplace orders.* If our company must, at its sole discretion, issue a refund, credit, or reorder on a customer's order, the Merchant will prepare the food to the same specifications as the original order (if a reorder is required) and pay the full cost of the refund, credit or reorder, as appropriate, unless the reason for the refund, credit, or reorder is the driver's or our company's negligence.

6. REFUNDS FOR PICK-UP ORDERS

Customer service problems involving the ordering of Merchant products and any problems with a customer's Slurpalicious account fall under the purview of our company. Other complaints or difficulties from customers will be the Merchant's responsibility. In the event that our company decides, in its sole discretion, to issue a refund, credit, or reorder for an order placed by a customer, the Merchant shall prepare the food (in the case of a reorder) to

the same specifications as the original pick-up order and shall pay the full cost of such refund, credit, or reorder.

7. PURCHASE EQUIPMENT

Any equipment that is reasonably necessary for the Merchant to receive and process orders in connection with our company platform (including, without limitation, a tablet, fax machine, or other automated electronic means of receiving orders) will be installed by the Merchant ("order equipment"). If our company provides any order equipment, the Merchant shall pay our company an order equipment fee, as specified in the sign-up Sheet, for the privilege of using such order equipment to access our company platform in order to receive, process, and accept marketplace and pick-up orders. Any ordered equipment supplied by our company shall be the sole property of our company and may only be used in connection with the performance of the Merchant's obligations under this Agreement. When checking all hardware, the Merchant must report any missing or damaged order equipment to our company in writing as soon as they are aware of it. By providing notice, our company may, at any time, limit or terminate a merchant's ability to utilize our company platform. Except for normal wear and tear, the Merchant will be liable for any loss of or damage to any ordered equipment supplied by our company, and the Merchant will promptly repay any such loss or damage (at the replacement cost thereof). By taking that amount out of your weekly payments, our company can recoup the replacement cost of any lost or damaged order equipment. The Merchant agrees to pay all subscription fees and deposits that are properly levied by our company for order equipment, and the Merchant agrees that our company may deduct such fees and deposits from sums that are owed to the Merchant of our company.

8. TAXES, FEES, TITLE, AND PAYMENT

Issues regarding payment, fees, and taxes shall be addressed as follows.

A. Slurpacious marketplace. Our company will pay for marketplace and pick-up orders filled by merchants periodically subject to modification. The commission rate, marketing fees (for identifiable orders), activation fees, subscription fees, and any other fees that our company may tell you of with at least seven days prior written notice shall be allowed to be deducted from such payments. In exchange for the Merchant's right to use the ordered equipment to access our company platform in order to receive, process, and accept orders, if the Merchant has chosen our company to provide the ordered equipment, our company will also deduct a weekly order

equipment fee, as specified on the sign-up sheet. Merchant consents that our company may, in its sole discretion, charge the customer fees, including but not limited to a delivery fee and service fee, as necessary. The Merchant is in charge of paying all taxes, tariffs, and other governmental fees associated with the sale of the Merchant's products, as well as remitting such fees to the relevant authorities.

B. Our company may be required to collect sales, use, or other applicable taxes from the customer and send those taxes directly to the tax authority in some jurisdictions. In such jurisdictions, our company will let the Merchant know that it won't be required to give the Merchant any of the collected taxes since it will instead give to the tax authority.

C. Merchant agrees to regularly verify and confirm the transactions, fees, and charges on orders and invoices and to promptly notify our company in writing of any alleged inaccuracies so that our company has a chance to address and resolve any concerns as soon as possible. Our company and Merchant concur that it is in the best interests of both parties and their business relationship for such concerns not to recur. Any objection, non-conformity, or problem with a transaction, fee, charge, or order must be reported by the Merchant to our company within 60 days after the transaction, fee, or order. If the Merchant does not communicate a written claim or objection to our company regarding such transaction, fee, charge, or order within a 60-day period, the Merchant shall be deemed to have agreed to and ratified and to have waived any claim or objection regarding, each transaction, fee, charge, and order.

D. Merchant acknowledges that until the items are picked up from the Merchant, the title to the products remains with the Merchant. The title then goes to the customer when the products are picked up at the Merchant's location. Merchant acknowledges that none of the drivers or our company will have ownership of any items or products that the Merchant creates or makes available through the platform.

7. PROCESSING OF PAYMENTS.

The Stripe connected account agreement, which includes the stripe services agreement, governs the payment processing services stripe provides to merchants on our company platform. The stripe-connected account agreement and the stripe services agreement, as they may be updated from time to time by stripe, are the agreements that the Merchant is consenting to be bound by when accepting these terms. Our company must have accurate and complete information about the Merchant's representative and its business before it will enable payment processing services

through stripe. In addition, our company must have permission from the Merchant to share this information as well as transaction data related to the Merchant's use of Stripe's payment processing services. A PCI-certified auditor conducted an audit of stripe, which resulted in PCI service provider certification.

8. MERCHANT CONTENT, TRADEMARK, AND MENU ITEM PHOTOS

A. For the duration of the marketplace term, the Merchant hereby grants our company a royalty-free, non-exclusive, limited, revocable, non-transferable, and non-sublicensable right and license to use and display the merchant content in connection with the provision of services to the Merchant, including listing Merchant as a merchant on our company platform, referring to the Merchant as our company partner, and promoting menus, photos (given by the Merchant or found on the Merchant's website), trademarks, logos, and other materials supplied by the Merchant to our company (herein called "merchant content").

B. Merchant agrees that our company may (i) hire a professional photographer to take photographs of the Merchant's menu items, (ii) improve the quality of the Merchant's existing photographs, (iii) use stock photos of the menu items if no photographs of Merchant's menu items are available or if they do not meet our company requirements, as reasonably determined by our company.

9. PRIVATE INFORMATION

A. "confidential information" refers to any proprietary or confidential business, technical, or financial information or materials of a party (the "disclosing party") provided to the other party (the "receiving party") in connection with this Agreement, whether disclosed orally or in written form. This definition also includes the terms of this Agreement. Without limiting the aforementioned, our company data is confidential company information.

B. The following information is not considered confidential; (i) information that was or later becomes public domain without the receiving party's fault; (ii) was given to the receiving party on a non-confidential basis from a third party who, to the receiving party's knowledge, was not in violation of any laws, or (iii) was known to the receiving party without restriction on use or disclosure prior to the acceptance of this agreement; (iv) was provably developed by the receiving party without the use of confidential information

C. The receiving party shall not: (i) access or use confidential information except as reasonably necessary to exercise its rights or perform its obligations under this Agreement; (ii)

disclose or Permit access to confidential information other than to its or any of its employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

D. If the Receiving Party is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable law, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek a protective order or other remedies, waive its rights under section 9(c), and provide reasonable assistance to the disclosing party, at the disclosing party's sole expense, in opposing or seeking the disclosure of any confidential information.

10. DATA SECURITY AND PRIVACY

Except as necessary to carry out its obligations under this Agreement, the Merchant agrees not to access, collect, store, keep, transmit, utilize, disclose, or otherwise use our company data, including personal information, in any way. Using the proper organizational, physical, and technical safeguards, the Merchant shall keep our company data secure from unauthorized access and maintain the accuracy and integrity of our company data in the Merchant's custody or control. In the event that the Merchant learns of any unauthorized access to our company data, the Merchant shall tell our company without delay, consult and assist with any necessary notifications or investigations, and give any information that our company may reasonably request. When reasonably required by our company, the Merchant commits to implement and apply security methods, processes, or access credentials and accepts responsibility for any harm that results from the failure to do so. The Merchant shall not permit any third party to use our company platform and shall be liable for any losses arising from the disclosure of the Merchant's login information or any unauthorized access to the Merchant's account. Our company platform's source code may not be copied, modified, rented, leased, sold, distributed, reverse-engineered, or otherwise attempted to be obtained by a third party. Merchants are also forbidden from causing harm to the platform's services, destroying them, sending harmful code, or circumventing security measures.

11. TERMINATION

With seven (7) days notice in advance and for any reason, the Merchant may end this Agreement. Our company may give written notice at any time for any cause to terminate this Agreement or any promotion under this Agreement. Written notification may be sent via email.

Neither the Merchant nor our company will be obligated to pay any termination fees or be held responsible to the other as a result of the termination of this Agreement for any damages, for the loss of goodwill, potential profits, or anticipated income, or for any expenditures, investments, leases, or commitments made by either the Merchant or our company.

12. MODIFICATIONS

Our company has the right to alter, suspend, or stop the platform at any time (including, without limitation, the accessibility of any feature or content). If our company deems that a particular merchant product or merchant store might put the company at unnecessary regulatory risk, health and safety risk, or other responsibility, our company may, in its sole discretion, remove those stores from our company platform. Also, our company has the right to periodically update these terms. The most recent version of the terms may be found on the Slurpalicious website. The modifications won't be retroactive. We will send an email to the email address connected to your account or a service message to merchants informing them of significant updates. You agree to be bound by the updated terms if you access or use the services after such updates take effect.

13. WARRANTY DISCLAIMER; ADDITIONAL RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

Each party affirms and guarantees that it has the full legal capacity to enter into this Agreement and carry out its responsibilities without violating any duty owed to a third party.

Each party guarantees and represents that, in carrying out its obligations under this Agreement, it will abide by all applicable laws and rules, including without limitation; (i) all applicable laws pertaining to data protection and privacy and (ii) all applicable laws pertaining to third party intellectual property and other proprietary rights.

Merchant further affirms, warrants, and agrees that (i) it will abide by all applicable laws, rules, standards, and regulations regarding licenses, health (including California's proposition 65), food packaging and accessory items, and food safety and sanitation; (ii) it has informed our company of any necessary consumer-facing warnings, charges, opt-in requirements, and other requirements; (iii) it will only list menu items or products for sale, product descriptions, and prices on our company platform; (iv) it will disclose common allergens in any merchant's menu items listed on our company platform; (v) it will not list any age-restricted products in its menus

unless we enter into a separate agreement regarding the promotion, sale, and delivery of such products in compliance with applicable laws where such products will be sold

APART FROM WHAT IS EXPRESSLY SET FORTH HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OUR COMPANY PLATFORM, THE DELIVERY API, EQUIPMENT OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES. The Merchant acknowledges that the operation of the platform may occasionally experience technical or other problems and may not always be uninterrupted or error-free. Our company will not be liable to the Merchant or anyone else for any such interruptions, errors, or problems or for an outright discontinuance of the platform, nor will it be responsible for any guarantees of results with regard to our company services or platform. Both parties agree that they have no expectations for future business and have not been given any guarantees that any investments they have made will be repaid or returned or that they will make the expected profits as a result of this Agreement.

14. INDEMNIFICATION

Each party (the "indemnifying party") will defend, indemnify, and hold harmless the other party (the "indemnified party"), its subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) (collectively, "losses") with regard to any third-party claims arising out of or connected to (i) any bodily injury (including death) or damage to tangible or real property to the extent caused by the Indemnifying Party's personnel and, in our case, Slurpalicious drivers (or, in the case of Merchant as the Indemnifying Party, caused by the Merchant Products); (ii) any claims that the Indemnifying Party breached its representations, warranties or covenants set forth in Section 9, Section 10, and Section 13 of this Agreement; (iii) the violation of any intellectual property by the Indemnifying Party's logos, trademarks, trade names, menus, documentation, or other intellectual property (collectively, "Materials"), (iv) in the case of Merchant as the Indemnifying Party, Merchant's failure to distribute tips as required by applicable law. Additionally, Merchant shall defend, indemnify, and hold our company harmless from any and all losses resulting from any actual or purported violation of any retail food or other health and safety code, rule, or regulation related to the merchant product(s) unless such losses were directly brought about by our company's willful misconduct or gross negligence. The indemnified party must always give the

indemnifying party (a) prompt notice of any claims so that the indemnifying party is not harmed by a delay in notification, (b) the option to assume sole control over the defense and settlement of any claim, and (c) reasonable assistance in connection with such defense and settlement (at the indemnifying party's expense). The indemnifying party shall not enter into any settlement agreement that imposes any obligation on the indemnified party without the indemnified party's express prior written consent. The indemnified party may participate in the defense or settlement of such a claim with counsel of its own choosing and at its own expense. Any infringement claim made pursuant to section 13(iii) above based on a merchant's access to and/or use of our company platform after being informed of such a claim, any unauthorized modification of our company platform by the Merchant, or a merchant's combination of our company platform with third-party programmes, services, data, hardware, or other materials that otherwise would not result in a claim of infringement shall not be subject to liability by our company.

15. LIABILITY LIMITATION

Except for damages resulting from violations of the law or intentional misconduct, unpaid amounts owed by the Merchant to our company in excess of the below limit and amounts payable to third parties under section 14 (Indemnification), to the extent permitted by applicable law, neither party will be liable to the other under this Agreement for indirect, special, punitive, or consequential damages, or for lost profits, lost revenues, harm to goodwill, or the costs of procurement or replacement. The aforementioned disclaimer won't be applicable in cases where it is prohibited by law.

16. INSURANCE

Each party will keep appropriate insurance coverage for the duration of the Agreement and for one year after, in levels not less than those mandated by law or customary in the relevant party's industry. Each party will supply the other with current proof of coverage upon request. Without thirty (30) days previous written notice, such insurance cannot be canceled or substantially reduced. The maximum coverage limitations of any insurance policy in no way restrict a party's responsibility under this Agreement.

17. CONTROVERSY/DISPUTE RESOLUTION.

Carefully read this section. It restricts how you may seek relief and requires you to arbitrate disputes with our company. The "arbitration agreement" is the term used to refer to this section of the Agreement.

Arbitration agreement's terms. Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including the breach, termination, or validity thereof, shall be finally resolved by binding arbitration as opposed to litigation, with the exception that: (1) you may assert claims in small claims court if your claims qualify, so long as the matter is still pending and proceeds only on an individual (non-class, non-representative basis); and (2) you or us may seek injunctive relief for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). Our company and Merchant concur that this arbitration agreement shall apply to all disputes arising out of or relating to the subject matter of this Agreement or the relationship between the parties and their employees because both are business entities that benefit from swift and confidential resolution. In that respect, not only the parties but also their affiliates and their owners, officers, directors, managers, and employees shall be bound by and enforceable under this arbitration agreement. Without restriction, all claims that developed or were made prior to this Agreement's effective date shall be subject to the terms of this arbitration agreement. By agreeing to this arbitration agreement, you choose not to participate in any cases that have been filed against our company, or that attempt to assert class action claims. You are declaring in advance that you won't take part in any such class, collective, and/or representative litigation or seek to get monetary or other relief therein. Instead, by agreeing to arbitration, you are permitted to submit your claims against us in an individual arbitration proceeding. If successful on such claims, an arbitrator may award you money or other relief.

Informal settlement. You and our company concur that rapid, inexpensive, and mutually beneficial resolutions to conflicts are frequently the result of good-faith informal efforts to address issues. As a result, you and our company concur that before any party requests arbitration against the other, we will first individually meet and confer through phone or video conference in an effort to amicably settle any dispute covered by this Agreement to arbitrate. You must completely engage in the conference even if you are being represented by legal counsel who may attend. The party making a claim must notify the other party in writing of their intention to have an informal dispute resolution conference. If the parties do not mutually agree

To extend the time limit, the conference must take place within 60 days of the other party receiving this notification. Send us an email with your name, the phone number (if any) connected to your company account, the email address connected to your company account, and a summary of your claim to advise us that you plan to start an informal dispute resolution conference. The parties are allowed to try to settle the initiating party's claims in the time between the party receiving such notification and the informal dispute resolution session. An informal dispute resolution meeting is a prerequisite that must be met before arbitration can begin. While the parties participate in the informal dispute settlement procedure outlined in this paragraph, the statute of limitations and any filing fee deadlines will be suspended.

Forum and arbitration rules. The federal arbitration act governs this arbitration agreement in every way. The state law regulating arbitration agreements in the state where you reside shall apply if, for any reason, the federal arbitration act's rules and procedures cannot be applied. Prior to initiating an arbitration process, a party must give notice of its purpose to do so and a certification that the informal dispute resolution meeting has been completed in accordance with "Informal settlement" in Section 17. If our company is the subject of this notice, it must be submitted by email to the attorney who represented our company in the informal dispute resolution procedure or by mail to us if there was no such attorney. JAMS will administer the arbitration in accordance with its rules and in accordance with the terms of this Agreement, but in the event of a discrepancy between the two, this arbitration agreement's provisions shall take precedence over any and all conflicting arbitration administrator's rules or procedures.

Arbitration demands filed with JAMS must include (1) the name, address, telephone number, and email address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in united states dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation); and (4) a copy of the arbitration agreement.

Powers of arbitrators. Any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including, but not limited to, any claim that all or any portion of this arbitration agreement is void or voidable, shall be resolved solely by the arbitrator and not by any federal, state, or local court or agency. The sole arbitrator, and not a court, shall decide all disputes involving the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment. The arbitration will determine your and our company's rights and obligations, if any. The arbitration case won't be combined with

any other cases or parties, nor will it be merged with any other processes. The arbitrator will have the power to grant motions that completely or partially dispose of any claim or disagreement. The arbitrator shall have the power to grant any non-monetary remedy or relief available to an individual under applicable law, the rules of the arbitral forum, and this Agreement, in addition to the right to award monetary damages (including this arbitration agreement). The award (or decision not to give an award) will be supported by a written statement of the arbitrator's judgment that includes the amount of any awarded damages as well as the key findings and conclusions. The arbitrator must adhere to the relevant laws. Similar to how a judge in a court of law would be able to grant relief on an individual basis, the arbitrator has this power. The judgment of the arbitrator is final and enforceable against both you and our company.

Jury trial waiver. A judge or jury trial rights under the constitution and statute are waived by you and our company. Instead, you and our company have chosen to handle any claims or disagreements through arbitration, with the exception of the cases mentioned in section 17 (“Arbitration agreement's terms”) above. In arbitration, there is no judge or jury, and the scope of a court's review of an arbitration ruling is constrained.

Severability; waiver of class or consolidated actions. You and our company agree to waive any right to class, collective, or representative arbitration of claims within the terms of this arbitration agreement. All actions and disputes within the arbitration agreement shall be arbitrated individually, not on a class basis. It is not permitted to arbitrate, litigate, or combine the claims of more than one Merchant with those of any other user or customer. However, neither you nor our company is entitled to arbitration of any claim or dispute if this waiver of class or consolidated actions is found to be illegal or unenforceable with regard to a specific claim or dispute. Any other clauses of this Section 17 shall continue in effect, and all such claims and disputes shall then be settled in a court as described in section 18. Any section of this section 17 that is found to be invalid or otherwise unenforceable, in whole or in part, shall be severed, and the legality of the other provisions of this section 17 shall not be impacted.

Survival. If your contract with our company is ever terminated, this arbitration agreement will remain in effect.

Modification. Regardless of any clause to the contrary in the Agreement, we agree that any amendments to this arbitration agreement made by our company in the future will not affect any specific claims for which you have previously given the company notice.

18. LITIGATION CLASS ACTION WAIVER

If Merchant chooses to opt-out of the arbitration provision or for any other reason, Merchant agrees that any proceeding to litigate in court regarding a dispute arising from or related to this Agreement will be conducted solely on an individual basis, to the extent permitted by applicable law. Merchant also agrees not to seek to have any controversy, claim, or dispute heard as a class action, a representative action, or any other similar proceeding. Additionally, the Merchant agrees that no case will be joined, merged, or combined with another process without the prior written approval of all parties to each individual proceeding. The remaining provisions of this Agreement shall remain in full force and effect even if a court of competent jurisdiction rules that all or a portion of this litigation class action waiver is unenforceable, unconscionable, invalid, or voidable.

19. FRANCHISEES

Franchisees operating branded restaurants or retail concepts that have been granted a license by the Merchant may take part in the program in accordance with the terms and conditions of this Agreement, provided that they adhere to the terms of their respective franchise agreements. All Merchant-owned branded restaurant(s) and store concept(s) shall be included and subject to the provisions hereof unless the parties mutually agree differently in writing.

20. COMPANY COMMUNICATIONS

By giving our company their mobile phone number, the Merchant consents to receive communications from the company and its drivers via email, text message, calls, and push notifications. The Merchant understands that he or she may receive calls from automated calling systems and/or messages that have already been recorded and have been delivered by or on behalf of Slurpalicious, its connected businesses, and/or drivers.

21. FEES FOR ATTORNEYS

The successful party in any legal action to enforce the terms of this Agreement shall be entitled to recover from the losing party its reasonable attorneys' fees and costs.

22. GENERAL REQUIREMENTS

The sign-up sheet between the Merchant and our company, along with these terms, serves as an integrated agreement between the parties that supersedes all prior oral and written communications and agreements between the parties with regard to the subject matter hereof. The rights and obligations outlined in these terms should, by nature, or are explicitly stated to, survive or extend beyond the expiration or termination of these terms. Without giving effect to its rules on conflicts of law, this Agreement is governed by and interpreted in accordance with the laws of the United States. Except as provided above in "dispute resolution", the Merchant agrees that the courts in the Merchant's location will have exclusive jurisdiction over all disputes. Without prior written approval from our company, the Merchant is not permitted to transfer this Agreement in whole or in part. This Agreement may be freely assigned by our company. This Agreement binds and benefits each party's employees, representatives, agents, affiliates, franchisors, franchisees, and permitted successors and assigns, but it does not grant any third party any rights or recourse. Under the agreements between the parties, all notifications, requests, consents, and other communications must be made in writing or by email.

23. YOUR PRIVACY

At our company, we respect the privacy of our users. For details, please see our privacy policy. By using Slurpalicious, you consent to our collection and use of personal data as outlined therein.