

**Terms of Service**  
**Last Updated: 03.12.2021, 2021**

Please read these Terms of Service (the “**Terms**”) and our Privacy Policy <https://www.changefoods.com/privacy-policy> (“**Privacy Policy**”) carefully because they govern your use of the website located at <https://www.changefoods.com/> (the “**Site**”) offered by Change Foods, Inc. (“**Change Foods**”).

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND CHANGE FOODS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 13 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.**

- 1. Agreement to Terms.** By using our Site, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Site.
- 2. Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Site, for information on how we collect, use and share your information.
- 3. Changes to these Terms or the Site.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Site anymore. Because our Site is evolving over time we may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.

**4. Who May Use the Site?**

You may use the Site only if you are at least 13 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Site under applicable law.

- 5. Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Site (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

**6. General Prohibitions and Change Foods’ Enforcement Rights.** You agree not to do any of the following:

- (a)** Use, display, mirror or frame the Site or any individual element within the Site, Change Foods’ name, any Change Foods trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Change Foods’ express written consent;
- (b)** Access, tamper with, or use non-public areas of the Site, [Change Foods’ computer systems, or the technical delivery systems of Change Foods’ providers;

- (c) Attempt to probe, scan or test the vulnerability of any Change Foods system or network or breach any security or authentication measures;
- (d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Change Foods or any of Change Foods' providers or any other third party (including another user) to protect the Site;
- (e) Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Change Foods or other generally available third-party web browsers;
- (f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (g) Use any meta tags or other hidden text or metadata utilizing a Change Foods trademark, logo URL or product name without Change Foods' express written consent;
- (h) Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site;
- (j) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- (k) Collect or store any personally identifiable information from the Site from other users of the Site without their express permission;
- (l) Impersonate or misrepresent your affiliation with any person or entity;
- (m) Violate any applicable law or regulation; or
- (n) Encourage or enable any other individual to do any of the foregoing.

Change Foods is not obligated to monitor access to or use of the Site or to review or edit any content. However, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**7. Links to Third Party Websites or Resources.** The Site may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

**8. Termination.** We may suspend or terminate your access to and use of the Site, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of the Site, the following Sections will survive: 8, 9, 8, 9, 10, 11, 12 and 13.

**9. Warranty Disclaimers.** THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Site.

**10. Indemnity.** You will indemnify and hold Change Foods and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Site, or (b) your violation of these Terms.

**11. Limitation of Liability.**

**(a)** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CHANGE FOODS NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CHANGE FOODS OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**(b)** TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL CHANGE FOOD' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO CHANGE FOODS FOR USE OF THE SITE OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO CHANGE FOODS, AS APPLICABLE.

**(c)** THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CHANGE FOODS AND YOU.

**12. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California,

without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 13 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you Change Foods are not required to arbitrate will be the state and federal courts located in the County of Santa Clara, and you and Change Foods each waive any objection to jurisdiction and venue in such courts.

### 13. **Dispute Resolution.**

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Change Foods agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Change Foods are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 13(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 13(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and 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. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of

public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND CHANGE FOODS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another 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 Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 13(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

#### 14. **General Terms.**

(a) Reservation of Rights. Change Foods and its licensors exclusively own all right, title and interest in and to the Site, including all associated intellectual property rights. You acknowledge that the Site is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Change Foods and you regarding the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between Change Foods and you regarding the Site. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without [Change Foods' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Change Foods may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Change Foods under these Terms will be given: (i) via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Change Foods's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Change Foods. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information.** If you have any questions about these Terms or the Site, please contact Change Foods at [hello@changefoods.com](mailto:hello@changefoods.com), +1 (888) 99-CHANGE, 3000 El Camino Real, Bldg 4 Suite 200, Palo Alto, CA 94306, U.S.A.