

Terms of Service

Last Updated on July 17, 2018

Welcome to Sun Basket! These terms and conditions (the 'Terms' or 'Agreement') govern your use of Sun Basket's websites, emails, and mobile applications that link to or reference these Terms ('Service'). By using the Service, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and have read and understand our Privacy Policy. Further, you agree to enter into a legal binding agreement with Sun Basket, Inc., a Delaware corporation. Please do not access or use the Service if you are unwilling or unable to be bound by the Terms.

WE GUARANTEE YOU'LL LOVE YOUR SUNBASKET OR WE'LL REFUND YOU 100%. MOREOVER, OUR CUSTOMER SERVICE TEAM PRIDES ITSELF IN HELPING RESOLVE ANY ISSUES YOU MIGHT HAVE. PLEASE VISIT OUR HELP CENTER AT WWW.SUNBASKET.COM/HELP. THAT SAID, IF FOR ANY REASON WE AREN'T ABLE TO RESOLVE THINGS, PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED. WE BELIEVE MEDIATION AND ARBITRATION ARE THE FAIREST AND LEAST EXPENSIVE APPROACH FOR BOTH OUR COMPANY AND YOU, AND AS SUCH THIS TERMS OF SERVICE INCLUDES A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.

1. DEFINITIONS

A. Parties

'You' and 'your' refer to you, as a user of the Service who accesses, browses, crawls, scrapes, or in any way uses the Service. 'We', 'us', and 'our' refer to Sun Basket.

B. Content

- i. 'Content' means text, images, photos, audio, video, location data, and all other forms of data or communication.
- ii. 'Your Content' means Content that you submit or transmit to, through, or in connection with the Service, such as offers, posts, ratings, comments, and information that you publicly display or is displayed in your account profile.

- iii. 'User Content' means Content that users submit or transmit to, through, or in connection with the Service.
- iv. 'Sun Basket Content' means Content that we create and make available in connection with the Service.
- v. 'Third Party Content' means Content that originates from parties other than Sun Basket or its users, which is made available in connection with the Service.
- vi. 'Service Content' means all of the Content that is made available in connection with the Service, including Your Content, User Content, Third Party Content, and Sun Basket Content.

2. SERVICE DESCRIPTION

A. Service Overview

Sun Basket helps you cook extraordinary farm-fresh meals. Through our site, we offer a weekly subscription to a unique grocery delivery service, which provides fresh, pre-measured ingredients and delicious 30-minute recipes delivered to your door. Our mission is to bring the freshest seasonal ingredients directly to your table, and to make you a better cook (and save you time!) by doing the meal planning, shopping, and preparation work for you! We're passionate about supporting independent farmers, ranchers, and fishermen who offer you the highest quality, sustainable ingredients. By working directly with farmers, we can provide you with food that's fresher than what is available at your local supermarket. We test all of our recipes in our kitchen to make sure they are nutritious, tasty, and easy to prepare. We provide Non-Registered Users and Registered Users with access to the Service as described in this Agreement. Non-Registered Users can view all publicly-accessible content. Registered Users also have the ability to (i) receive weekly delivery of their selected Sun Basket meal plan; (ii) provide User Content such as feedback in online forums and upload content, including text, videos, and photos; (iii) sign up for alerts, emails, and our newsletter; and (iv) sign up for contests, promotions, and sweepstakes. We are under no obligation to accept any individual as a Registered User, and may accept or reject any registration in our sole and complete discretion.

We provide Non-Registered Users and Registered Users with access to service as described in this Agreement. Non-Registered Users can view all publicly-accessible content. Registered Users also have the ability to (i) receive weekly delivery of their selected Sun Basket meal plan, (ii) provide feedback in online forums and upload

content, including text, videos, and photos (collectively, "User Content"); (iii) sign up for alerts, emails, and our newsletter; and (iv) sign up for contests, promotions, and sweepstakes. We are under no obligation to accept any individual as a Registered User, and may accept or reject any registration in our sole and complete discretion.

B. Registration

During the registration process, you may be asked to provide Sun Basket with your name, password, and additional information necessary to authenticate your identity and assist in processing your transactions on the Sun Basket site. Please read our Privacy Policy on how this information will be used. Importantly, your account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Service.

You may not impersonate someone else, create or use an account for anyone other than yourself, or provide an email address other than your own. If you use a pseudonym, take care to note that others may still be able to identify you. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

C. Fees

Browsing the Sun Basket site is free. To become a Registered User and receive weekly delivery of Sun Basket's delicious meals, we charge a subscription fee which will be posted in the Service. We reserve the right to change the subscription fee, and will provide a means for you to opt-out if you choose to do so. We encourage you to check our website periodically to learn about our fees.

As part of using the Service, you agree that Sun Basket may immediately authorize your credit card (or other approved payment vehicle) for payment for any charges incurred under your account based on your delivery status as of the defined cut off time of noon PST each Wednesday. You are fully responsible for all activities that occur under your account, and you agree to be personally liable for all charges incurred under your account based on your delivery status as of the defined cut off time of noon PST each Wednesday. Your liability for such charges shall continue after termination of this Agreement. If you have a question about any Sun Basket

charge on your credit card statement, please visit our help page at <https://sunbasket.com/help>.

D. Ordering & Delivery

Sun Basket does not deliver to every location, so please check our map to see if Sun Basket is available in your area. If we currently do not deliver to your area, but you would like us to, please visit our help page at <https://sunbasket.com/help>. We actively are expanding the reach of Sun Basket, so we recommend that you create an account, and we will notify you when we launch in your area. For Registered Users:

- i. Your subscription will automatically renew weekly until you cancel it.
- ii. You can skip a delivery or cancel your membership at any time, provided you follow the instructions and meet the deadlines in our "[FAQs](#)" or "[Help](#)" section.
- iii. We offer multiple delivery days. Please review the days we deliver in our "[FAQs](#)" section.
- iv. We offer different meal plans to meet your family's dietary needs. Please review the plans we offer in our "[FAQs](#)" section.
- v. We use the best national and regional third-party delivery companies to deliver Sun Basket to your door.
- vi. Each box utilizes carefully engineered packaging to sustain freshness even after it arrives on your doorstep. Please inspect your meals immediately upon delivery. Please use a thermometer to check meat and fish to make sure its temperature is less than 40F. If it is above this temperature, discard the item and visit our help page at <https://sunbasket.com/help> to request a full refund.
- vii. If you are not home, we will leave the package at your door unless you provide instructions for us to only delivery upon signature.
- viii. If no one is available to receive your package, we will use commercially reasonable efforts to redeliver your package and charge you a standard redelivery fee.
- ix. In case of bad weather, we will deliver your order as quickly as possible, conditions permitting. If we cannot reschedule the delivery during that week we will provide the appropriate credit or refund.
- x. If our delivery provider is unable to deliver the package to you and we have not proactively contacted you to make you aware of the issue and the remediation please visit <https://sunbasket.com/help>.

- xi. To improve your customer experience, we may contact you by telephone or text message to share important information about your Sun Basket deliveries, orders, payments, etc. However, we will never spam or solicit you and promise to protect your personal information in accordance with our [Privacy Statement](#). You may opt out of receiving text messages from Sun Basket at any time by replying with the word "STOP" using the mobile device that is receiving the messages, by logging into [My Account](#) and sending us a note through our help page at <https://sunbasket.com/help>.

E. Wine Subscriptions

Wine Subscriptions. In addition to our meal delivery subscription, we offer a subscription plan for wine (a "Wine Subscription") fulfilled by Good Company Wines ("GCW"). For more information about our Wine Subscription, please visit the Wine Club page on our website. Wine Products offered pursuant to our Wine Subscription are sold and fulfilled by GCW. We do not maintain any licenses or permits for the sale of alcoholic beverages. Accordingly, Sun Basket credits, discounts, coupons and gift cards cannot be applied to Wine Subscriptions. By opting into a Wine Subscription, you affirm that you are of legal age to purchase alcoholic beverages and that you reside in the United States. If you do not qualify, you may not use the service.

Shipping. As the rules restricting the sale and shipment of wine in the U.S. are complicated, GCW reserves the right to reject any wine order for compliance reasons or otherwise. Note that wine cannot be sent to every location.

Wine Subscriptions are shipped using ground service and must be accepted by someone who is over 21 years old. All common carriers (FedEx and UPS) require a signature by an individual who is over 21 to accept the wines, with no exceptions. Each carrier will make three attempts to deliver the Wine Subscription, and it is your responsibility to make alternate arrangements if necessary. GWC is unable to ship to P.O. boxes.

Please also note: DURING SUMMER SHIPPING, IT IS ESSENTIAL THAT SOMEONE OVER THE AGE OF 21 IS ABLE TO SIGN FOR THE SHIPMENT ON THE FIRST ATTEMPT OF DELIVERY. SUN BASKET AND GCW BEAR NO RESPONSIBILITY FOR THE CONDITION OF THE SHIPMENT IF THE FIRST DELIVERY ATTEMPT IS NOT SUCCESSFUL. WE STRONGLY RECOMMEND SHIPPING TO A BUSINESS ADDRESS TO ENSURE SAFE DELIVERY. In the event of extreme temperatures, GCW may delay sending your shipment to preserve the quality of the wine.

Returns. All wine returned to GCW because of non-deliverability will be refunded minus the actual cost of shipping and handling. We strongly recommend you send your Wine Subscription to a business address where someone over the age of 21 will be available to sign during business hours. We are sorry we cannot make exceptions to this policy.

It is unusual to receive a damaged product from GCW. However, in the event you do experience a problem with a shipment, please contact Sun Basket customer service within 30 days of your purchase date. At GCW's discretion, you may be offered a replacement, a discount or a refund. Replacement bottles will be included in member's next month scheduled shipment.

Continuous Subscriptions. WHEN YOU REGISTER FOR A WINE SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) GCW IS AUTHORIZED TO CHARGE YOU ON A MONTHLY BASIS FOR YOUR WINE SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR WINE SUBSCRIPTION CONTINUES, AND (B) YOUR WINE SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SITES OR PRODUCTS IN ACCORDANCE WITH THESE TERMS. YOU MAY SKIP YOUR MONTHLY WINE ORDER AS OFTEN AS YOU'D LIKE BY MANAGING YOUR DELIVERY SCHEDULE LOCATED ON YOUR [SCHEDULE PAGE](#).

Cancellation Policy/Skipped Shipments. YOU MAY CANCEL YOUR WINE SUBSCRIPTION AT ANY TIME BY CONTACTING CUSTOMER SUPPORT. ANY WINE ORDER IDENTIFIED AS "PROCESSED" OR "SHIPPED" CANNOT BE CANCELLED. EACH MONTH'S WINE SUBSCRIPTION WILL BE PROCESSED THE WEDNESDAY BEFORE THE FIRST MONDAY OF THE MONTH. YOU WILL BE RESPONSIBLE FOR ALL CHARGES (INCLUDING ANY APPLICABLE TAXES AND OTHER CHARGES) INCURRED WITH RESPECT TO ANY ORDER PRIOR TO THE CANCELLATION OF YOUR WINE SUBSCRIPTION.

3. CHANGES TO THE TERMS OF SERVICE

We may modify the Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and

agree that your continued access to or use of the Service after any posted modification to the Terms indicates your acceptance of the modifications.

4. USAGE GUIDELINES

We request that you follow some basic rules that make Sun Basket a rewarding experience for all our customers.

A. You agree not to, and will not assist, encourage, or enable others to use the Service to:

- i. Violate our content guidelines, for example, by writing a fake or defamatory Request, or compensating someone or being compensated to write or remove a Request;
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Store and as expressly permitted by Sun Basket;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

B. You also agree not to, and will not assist, encourage, or enable others to:

- i. Violate the Terms;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the

Service or Service Content (other than Your Content), except as expressly authorized by Sun Basket;

- iii. Use any robot, spider, Service search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service or any Service Content;
- iv. Reverse engineer any portion of the Service;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of Store and/or Store Offers;
- viii. Reformat or frame any portion of the Service;
- ix. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Sun Basket's technology infrastructure or otherwise make excessive traffic demands of the Service;
- x. Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- xi. Use the Service or any Service Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, 'Viruses');
- xii. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- xiii. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Service Content; or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Service Content, or features that enforce limitations on the use of the Service.

5. CONTENT GUIDELINES

A. Responsibility for Your Content

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Sun Basket.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

B. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ('Other Media'). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Sun Basket and its users any claims and assertions of moral rights or attribution with respect to Your Content. By 'use' we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

C. Ownership

As between you and Sun Basket, you own Your Content. We own the Sun Basket Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, Service marks, trade names, and other intellectual and proprietary rights throughout the world ('IP Rights') associated with the Sun Basket Content and the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Sun Basket Content in whole or in part except as expressly authorized by us.

D. Advertising

Sun Basket and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

E. Removal

User Content does not necessarily reflect the opinion of Sun Basket. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion and without notice to you. For example, we may remove a request if we believe it violates our Content Guidelines. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

F. Submission Guidelines

Sun Basket allows users to contribute different kinds of content, including photos, messages, offers, and more. Please use common sense and also read the guidelines below for specific types of content that you might contribute to the Service.

- i. Inappropriate content: Colorful language and imagery is fine, but there's no need for threats, harassment, lewdness, hate speech, and other displays of bigotry.
- ii. Relevance: Please make sure your contributions are relevant and appropriate to the forum.

- iii. Privacy: Don't publicize other people's private information. Please don't post close-up photos of other people without their permission, and please don't post other people's full names unless you're referring to Service providers who are commonly identified by their full names.
- iv. Intellectual property: Don't use content from other services or users. Please let us know about inappropriate content. If you find something that violates our content guidelines, please let us know by sending us a note through our help page at <https://sunbasket.com/help>.

6. LIMITED WARRANTY AND RETURN POLICY

Sun Basket meals are backed by a 100% money back guarantee. If you are dissatisfied with a meal for any reason, please send us a note through our help page at <https://sunbasket.com/help> within seven (7) days after delivery, and we'll either credit or refund you the purchase price for that meal - whichever one you prefer!

7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

YOU, AND NOT SUN BASKET, ARE SOLELY RESPONSIBLE FOR THE PROPER AND SAFE WASHING, PREPARATION, STORAGE, AND COOKING OF THE MEALS.

OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 6: (I) WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE PLATFORM, THE SERVICES, THE MEALS, THE CONTENT, THE TRADEMARKS, THE PRODUCTS ON THE PLATFORM, AND ALL OF THE FOREGOING ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND; (II) WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (III) YOU AGREE THAT YOU USE THE PLATFORM AND THE SERVICES AT YOUR OWN RISK.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM YOUR PURCHASE OF THE MEALS OR YOUR USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN ALL CASES, OUR MAXIMUM LIABILITY TO YOU (AND ANYONE CLAIMING RIGHTS THROUGH YOU) SHALL BE CAPPED AT THE MONIES PAID BY YOU TO SUN BASKET IN THE ONE (1) MONTH PERIOD PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE.

SUN BASKET HAS MADE EVERY EFFORT TO DISPLAY THE MEALS, THE PRODUCTS, COLORS, AND OTHER THINGS YOU SEE ON THE PLATFORM AS ACCURATELY AS POSSIBLE. HOWEVER, THE FINAL MEALS AND PRODUCTS DELIVERED MAY VARY FROM THE IMAGES VIEWED ON THE PLATFORM DUE TO A NUMBER OF FACTORS THAT ARE NOT WITHIN OUR CONTROL, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS ISSUES, AND THE AVAILABILITY AND VARIABILITY OF PRODUCT AND RAW MATERIALS. ALTHOUGH WE WILL EXERCISE COMMERCIALY REASONABLE EFFORTS TO HELP ENSURE THAT THE MEALS AND PRODUCTS CONFORM TO YOUR EXPECTATIONS, VARIATIONS SOMETIMES OCCUR. ALL MEAL AND PRODUCT PRICING, SPECIFICATIONS, AND OFFERINGS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE PLATFORM MAY CONTAIN INFORMATION ON MEALS, SERVICES, AND PRODUCTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A MEAL, SERVICE, OR PRODUCT ON THE PLATFORM DOES NOT IMPLY THAT IT IS OR WILL BE AVAILABLE IN YOUR LOCATION. THE PLATFORM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS.

8. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ('Feedback'), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

9. THIRD PARTIES

The Service may include links to other websites or applications (each, a 'Third Party Service'). We do not control or endorse any Third Party Service. You agree that we are not responsible for the availability or contents of such Third Party Services. Your use of Third Party Services is at your own risk.

10. INDEMNITY

You agree to indemnify, defend, and hold Sun Basket, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the 'Sun Basket Entities') harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Service, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Service, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Sun Basket reserves 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. You agree not to settle any matter without the prior written consent of Sun Basket. Sun Basket will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. COMPLIANCE WITH APPLICABLE LAWS

The Service (and their servers) are all based and operated in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Service or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. TERMINATION OF THE AGREEMENT

A. Your Right To Terminate

You may terminate the Terms at any time by closing your account, discontinuing your use of the Service, and providing Sun Basket with a notice of termination by sending us a note through our help page at <https://sunbasket.com/help>. Cancellation requests after the defined cut off date each week shall take effect the subsequent week. Please review our Privacy Policy for information about what we do with your account when terminated.

B. Our Right To Terminate

We may close your account, suspend your ability to use certain portions of the Service, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Service, Your Content, Service Content, or any other related information.

C. Terms That Survive

In the event of any termination, whether by you or us, Sections 2, 4, 5, 6, 7, 10, 14, and 15 of these Terms will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

13. DIGITAL MILLENNIUM COPYRIGHT ACT

Sun Basket respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Sun Basket Inc. (care of Cooley LLP) Attn: Privacy Officer 5215 Hellyer Ave San Jose, CA 95138 United States of America. If you believe that your work has been copied on the Platform in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Platform where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

14. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER; CHOICE OF LAW

Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with us and affects your rights. We believe in the case of disputes that arbitration is the least expensive and fairest way for our Company and you to handle any potential disputes. As such, by agreeing to this Terms of Service, you agree to MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. All claims, causes of action and disputes between us that cannot be resolved in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Sun Basket and to any of our licensors, suppliers, dealers or third party vendors, subsidiaries, affiliates, agents, employees,

predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms ("Arbitration Rules"). The JAMS rules governing the arbitration are available online at www.jamsadr.com or by calling JAMS at 800-352-5267. Any hearing will be held in a location within one hundred (100) miles of your residence, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and us, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award, YOU AND SUN BASKET WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Sun Basket will pay as much of your filing and hearing fees in

connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in San Francisco County, California.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Sun Basket.

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

Small Claims Court. Notwithstanding the foregoing, either you or Sun Basket may bring an individual action in small claims court.

Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in San Francisco County, California for such purpose.

Choice of Law. California law, subject to the Federal Arbitration Act, will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Sun Basket (a 'Claim'), without regard to conflict of law provisions.

15. GENERAL

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE MEALS OR THE SERVICES MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. Further:

- A. We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Service.
- C. Except as otherwise stated in Section 10 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- D. The Terms contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- E. Any failure on Sun Basket's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- F. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- G. The Terms are not assignable, transferable or sublicensable by you except with Sun Basket's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
- H. The section titles in the Terms are for convenience only and have no legal or contractual effect.