

# Terms Of Use

Effective: October 1, 2018

Welcome! We're so happy you're here, and we can't wait to deliver you food happiness, but before you use our Sites, please read these Terms of Use carefully.

GoMeat Services LLC. and its subsidiaries and affiliates ("GoMeat," "we," "our," or "us") own and operate certain websites (including GoMeatServices.com, meat2deliver.com, gohalalmeat.com, gokoshermeat.com), certain technology platforms, and certain other related online and mobile services (including, without limitation, our Mobile Applications, as defined below) that reference or will reference these Terms of Use (collectively, the "Sites"). These Terms of Use (the "Agreement") constitute a contract between you and us that governs your access and use of the Sites. What does that mean? It means that by accessing and/or using the Sites or our services through the Sites, or by clicking a button or checking a box marked "I Agree" (or something similar), you agree to all the terms and conditions of this Agreement. If you do not agree, do not use the Sites. As used in this Agreement, "you" means any visitor, user, or other person who accesses our Sites, whether or not such person registered for an Account (as defined below). Unless otherwise agreed by GoMeat in a separate written agreement with you or your authorized representative, the Sites are made available solely for your personal, non-commercial use.

**IMPORTANT: PLEASE REVIEW THE "DISPUTE RESOLUTION" SECTION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE ALL DISPUTES WITH GOMEAT THROUGH BINDING INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND GOMEAT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST GOMEAT. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

## ABOUT GOMEAT

GoMeat connects consumers with local meat stores. You may order meat through the Sites to be delivered from any provider store where GoMeat offers such services.

GoMeat is not a store or food preparation entity. The meat stores and partners places available on our Sites (collectively, the "stores") operate independently of GoMeat. The partner stores are required to comply with federal, state, and local laws, rules, regulations, and standards pertaining to the preparation, sale, and marketing of meat, including, without limitation, preparation and safety and menu disclosure. GoMeat is not liable or responsible for the stores food preparation or safety and does not verify their compliance with all applicable laws. In addition, GoMeat does not guarantee the quality of what the Stores or other food purveyors sell, nor does it guarantee the services provided by them, including, without limitation, in those cases where they provide the delivery services or engage another third party delivery service. GoMeat does not independently verify, and is not liable for, representations made by stores regarding their meat items, including, without limitation, any menu- or store-level descriptors or disclosures. Some deliveries are provided by GoMeat's network of independent delivery partners ("DPs"). DPs have entered into agreements with GoMeat, which require them to comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, traffic laws, requirements of the applicable Department of Motor Vehicles, and applicable insurance requirements. GoMeat shall not be liable or responsible for any delivery services partner by DSPs or any subcontractors of DSPs, or any errors or misrepresentations made by any of them.

## USING GOMEAT

You may only create and hold one account on each Site for your personal use (an "Account"). In consideration of the use of the Sites and the services contained therein, you agree that you are able to create a binding legal obligation with GoMeat, and you also agree to: (a) provide true, accurate, current, and complete information about yourself, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current, and complete.

The Sites may permit you to make purchases without an Account or without logging in to your Account. If you make a purchase in this manner, we may create an Account for you based on the information provide to us in connection with the transaction (e.g., your name, phone number, email address, and other transaction information). If you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Sites, and your parent or legal guardian must read and agree to this Agreement prior to your using the Sites. Notwithstanding the foregoing, you are not authorized to use the Sites if you are under the age of 13. If you are using the Sites on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this Agreement and you agree to be bound by this Agreement on behalf of that organization.

If you provide any information that is untrue, inaccurate, not current or incomplete, including, without limitation, having an invalid or expired payment method on file, or if GoMeat has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, GoMeat has the right to block your current or future use of the Sites (or any portion thereof) and/or terminate this Agreement with you. If your Account is cancelled for any or no reason, you may forfeit any pending, current, or future account credits or promotional offers and any other forms of unredeemed value in or associated with your Account without prior notice to you.

You are responsible for maintaining the confidentiality and security of your Account including your password and, if applicable, any password for Facebook, Google, or other third-party login. You are also responsible for all activities or any other actions that occur under or that are taken in connection with your Account. You agree to: (a) immediately notify GoMeat of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including, without limitation, loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. GoMeat will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with (a) and/or (b) or for any acts or omissions by you or someone else who is using your Account and/or password.

## PAYMENT AND OUR CREDIT POLICY

Certain features of the Sites, including, without limitation, the placing of orders, may require you to make certain payments. When paid by you, these payments are final and non-refundable, unless otherwise determined by GoMeat. GoMeat, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

GoMeat will charge, and you authorize GoMeat to charge, the payment method you specify at the time of purchase. If you pay any amounts with a credit card, GoMeat may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has credit available for your intended purchase. In the event GoMeat advances payment for any of your orders placed via the Sites (e.g., if you sign up for a corporate account), GoMeat may separately send you invoices for payment of those advanced amounts. In the event that you fail to pay such invoices within thirty (30) days of the date of such invoice (the "Payment Due Date"), you grant GoMeat the right, but not the obligation, to charge the credit card you provide with your Account at any time after any Payment Due Date, unless prohibited by law.

GoMeat reserves the right to establish, remove, and/or revise prices, fees, and/or surcharges for any or all services or goods obtained through the use of the services at any time. GoMeat may also, in its sole discretion, make promotional offers with different features and different rates to any or all of our customers. Unless made to you, these promotional offers will have no bearing on your obligation to pay the amounts charged.

## OUR MATERIALS AND LICENSE TO YOU

With the exception of User Content (defined below), the Sites and everything on them, from text to photos to videos to graphics and software, (collectively, the "Materials") are owned by or licensed to GoMeat. The Sites and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Sites and Materials and except for the trademarks, service marks, logos and trade names of other companies that are displayed on the Sites and Materials, all trademarks, service marks, logos, trade dress, and trade names are proprietary to GoMeat, including, without limitation, GOMEAT; GoMeatServices; GoMeat; GoMeatServices.com, and trade dress. Please be advised that GoMeat enforces its intellectual property rights to the fullest extent of the law.

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Sites and/or the Materials for your personal and noncommercial use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Sites and/or the Materials. Any other use of the Sites and/or the Materials is strictly prohibited. The Sites and the Materials may not be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the Sites and/or Materials should be interpreted as granting to you any license or right to use any of the Materials (other than as provided herein) and/or third party proprietary content on the Sites without the express written permission of GoMeat or the appropriate third-party owner, as applicable. Any rights not expressly granted herein are reserved by GoMeat and GoMeat's licensors.

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## YOUR CONTENT AND CONDUCT

### I. User Conduct

By accessing the Sites, you agree:

- to comply with all applicable laws in connection with your use of the Sites, including, without limitation, laws regarding online conduct and submission of acceptable User Content;
- not to use the Sites or the services or submit content to the Sites if you are under the age of 13;
- not to access the Sites or services using a third party's account/registration without the express consent of the account - holder and not to attempt to impersonate another user or person;
- not to attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system, and/or network connected to any GoMeat server and not to otherwise use the Sites or services in any manner that could damage, disable, overburden, and/or

impair any GoMeat server, or the network(s) connected to any GoMeat server, and/or interfere with any other party's use and enjoyment of the Sites;

- not to advertise to, or solicit, any user, Store, or other business to buy or sell any products or services, or use any information obtained from the Sites or the GoMeat services in order to contact, solicit, or advertise or sell to any user, Store, or other business, in each case, unless specifically authorized in writing by GoMeat;
- not to deep-link or frame to the Sites and/or access the Sites manually and/or with any robot, spider, web crawler, extraction software, automated process, and/or device or other means to scrape, copy, and/or monitor any portion of the Sites and/or any Materials and/or other content on the Sites, unless specifically authorized in writing by GoMeat;
- not to conduct any scraping, indexing, surveying, data mining, or any other kind of systematic retrieval of data or other content from the Sites;
- not to create or compile, directly or indirectly, any collection, compilation, database, or directory from the Site or Materials;
- not to create Store reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites;
- not to copy, publish, or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate, or threaten any GoMeat employees, partners, contractors, or agents engaged in providing any portion of GoMeat's services;
- not to engage in any criminal or tortious activity, including, without limitation, fraud, spamming (including, without limitation, by email or instant message), sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or otherwise deleting the copyright or other proprietary rights notice from any User Content (as defined below) or from any portion of the Sites or GoMeat's services;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including, without limitation, those of our Store partners); and
- not to use the Sites for any illegal purposes or in any way otherwise inconsistent with any and all applicable laws, rules, and regulations.

You agree to comply with the above user conduct and agree not assist or permit any person in engaging in any conduct that does not comply with the above user conduct. Further, you agree that the consequences of commercial use or re-publication of User Content or Materials from the Sites or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy, and that GoMeat will be entitled to temporary and permanent injunctive relief to prohibit such use or activity without the need to prove damages.

## II. Content You Provide

GoMeat may provide you with interactive opportunities (i) on the Sites, including, without limitation, features such as user ratings and reviews, saved favorites, liked items and bookmarked Stores, user profiles and pictures, as well as (ii) through other communications with you, including, without limitation, through text ("SMS") or multimedia ("MMS") messages (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings, photographs and/or other materials and/or content that you submit, upload, post, publish, and/or otherwise make available to GoMeat through the Sites or otherwise in connection with your use of our services, including, without limitation, information and materials provided or made available in connection with any Facebook, Google, or other third party login ("User Content"). User Content includes, without limitation, textual, visual, or audio content and information, whether transmitted via the Sites, SMS or MMS message, or otherwise.

### III. Use of Your Content

You grant GoMeat an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sublicensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use User Content in connection with GoMeat's or its partners' or affiliates' business and in all forms of media now known or hereafter invented (collectively, the "Uses") without notification to and/or approval by you. You further grant GoMeat a license to use your username and/or other user profile information, including, without limitation, your ratings history and how long you have been a GoMeat consumer, to attribute User Content to you in connection with the Uses, if we choose to do so, again without notification to and/or approval by you. Further, if you provide any suggestions, input, or other feedback relating to the Sites or the services we provide (collectively, the "Feedback"), GoMeat shall have the right to freely and fully exercise and exploit the Feedback in connection with our business or the business of our partners or affiliates, without notice to, approval by, or compensation to you. Accordingly, you hereby grant GoMeat a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license to all rights necessary to incorporate and use the Feedback for any purpose.

User Content transmitted to certain parts of the Sites, including, without limitation, Store pages and certain Interactive Areas, may be posted in public areas on our Sites, including, without limitation, in a compilation format, and as such will be publicly visible and accessible. You further understand and agree that you may be exposed to third party User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. GoMeat and its parents, subsidiaries, affiliates, and each of their officers, directors, employees, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from, any and all liability for the action of any and all third parties with respect to your User Content, or for any damages you allege to incur as a result of or relating to any third party User Content.

### IV. Conduct within Interactive Areas

By transmitting User Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the Sites. We expect your cooperation in upholding our standards. You are responsible for all of your User Content. You agree not to provide any User Content that:

- is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically, and/or otherwise objectionable; has a commercial, political, or religious purpose;
- is false, misleading, and/or not written in good faith;
- infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- is illegal and/or promotes illegal activity;
- contains unauthorized advertising and/or solicits users to a business other than those on the Sites; and/or
- is intended to interrupt, destroy, or limit the functionality or integrity of any computer software, hardware, or Materials on the Sites or other websites.

We do our best to encourage civility and discourage disruptive communication on the Sites. We also do our best to discourage communications that incite others to violate our standards. GoMeat may monitor any and all use of the Sites, including, without limitation, interactions between our users; however, we are under no obligation to do so. We may manage the Sites in a manner intended to protect our property and rights and to facilitate the proper functioning of the Sites. If any User Content or conduct on our Sites violates our standards, or any other terms and conditions of this Agreement; or interferes with other peoples' enjoyment

of the Materials or our Sites; or is inappropriate in our judgment; we reserve the right, in our sole discretion, to change, delete or remove, in part or in full, any such User Content or Materials, and we further reserve the right to terminate or suspend access to any Interactive Areas or any Sites. GoMeat will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with User Content.

#### V. Ratings and Reviews

The Sites and other Interactive Areas may allow you to rate (“Ratings”) and post reviews (“Reviews”) of Stores and other businesses. Such Ratings and Reviews are considered User Content and are governed by the terms and conditions of this Agreement, including, without limitation, your agreement regarding your use of Interactive Areas and the Sites’ standards of conduct. Ratings and Reviews are not endorsed by GoMeat, and do not represent the views of GoMeat or of any affiliate or partner of GoMeat. GoMeat does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had first-hand experience with the Store within the 7-day period prior to your review; (2) you may not have a proprietary or other affiliation with either the Store or any of its competitors; (3) you may not draw any legal conclusions regarding the Stores’ products, services, or conduct; and (4) your review must otherwise comply with the terms of this Agreement. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Sites may be removed or excluded by us without notice.

## COMMUNICATIONS & TEXT MESSAGES

By voluntarily providing your cell phone number to GoMeat, you agree that GoMeat may contact you by telephone, SMS, or MMS messages at that phone number, and you hereby consent to receiving such communications for transactional, operational, or informational purposes. You understand that such messages may be sent using an automatic telephone dialing system. You may unsubscribe from receiving text messages from GoMeat at any time. To revoke your consent to receiving SMS or MMS messages from GoMeat, please contact [admin@gomeatservices.com](mailto:admin@gomeatservices.com) for unsubscribe procedures.

Consumers placing orders through the Sites may receive two or more order status messages from GoMeat about each order.

## ADDITIONAL TERMS FOR MOBILE APPLICATIONS

We may make available software to access GoMeat’s websites, technology platforms, and related online and mobile services via a mobile device (“Mobile Applications”). To use any Mobile Application, you must use a mobile device that is compatible with that Mobile Application. GoMeat does not warrant that any Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. GoMeat hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Account on a mobile device owned or leased solely by you, for your personal use. You acknowledge that GoMeat may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of any Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree to timely upgrade the Mobile Application in the event there is no automatic update. You further agree that the terms and conditions of this Agreement will apply to all upgrades to the Mobile Applications. Any third party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and

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The following applies to any Mobile Application you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and GoMeat, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price for the Apple-Sourced Software; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to GoMeat as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to GoMeat as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, GoMeat, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and GoMeat acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as it relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary as it relates to your license of the Apple-Sourced Software .

The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and GoMeat only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) GoMeat, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to GoMeat's Google-Sourced Software.

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GOMEAT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GOMEAT'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. GOMEAT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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YOU AND GOMEAT AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND GOMEAT AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

#### IMPORTANT NOTE TO NEW JERSEY CONSUMERS

IF YOU ARE A CONSUMER RESIDING IN NEW JERSEY, THE FOLLOWING PROVISIONS OF THESE TERMS OF USE DO NOT APPLY TO YOU (AND DO NOT LIMIT ANY RIGHTS THAT YOU MAY HAVE) TO THE EXTENT THAT THEY ARE UNENFORCEABLE UNDER NEW JERSEY LAW: (A) THE DISCLAIMER OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (FOR EXAMPLE, TO THE EXTENT UNENFORCEABLE UNDER THE NEW JERSEY PUNITIVE DAMAGES ACT, NEW JERSEY PRODUCTS LIABILITY ACT, NEW JERSEY UNIFORM COMMERCIAL CODE, AND NEW JERSEY CONSUMER FRAUD ACT); (B) THE LIMITATION ON LIABILITY FOR LOST PROFITS OR LOSS OR MISUSE OF ANY DATA (FOR EXAMPLE, TO THE EXTENT UNENFORCEABLE UNDER THE NEW JERSEY IDENTITY THEFT PROTECTION ACT AND NEW JERSEY CONSUMER FRAUD ACT); (C) APPLICATION OF THE LIMITATIONS OF LIABILITY TO THE RECOVERY OF DAMAGES THAT ARISE UNDER CONTRACT AND TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY (FOR EXAMPLE, TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE BY A CONSUMER UNDER NEW JERSEY LAW, INCLUDING, WITHOUT LIMITATION, THE NEW JERSEY PRODUCTS LIABILITY ACT); AND (D) THE NEW YORK GOVERNING LAW PROVISION (FOR EXAMPLE, TO THE EXTENT THAT YOUR RIGHTS AS A CONSUMER RESIDING IN NEW JERSEY ARE REQUIRED TO BE GOVERNED BY NEW JERSEY LAW).

## THIRD PARTY LINKS

The Sites may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). GoMeat does not review, monitor, operate and/or control the Third-Party Websites and GoMeat makes no guarantees, representations, and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, GoMeat is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. Your access to and/or use of the Third-Party Websites, including, without limitation, providing information, materials and/or other content to the Third Party Websites, is entirely at your own risk. GoMeat reserves the right to discontinue links to any Third-Party Websites at any time and for any reason, without notice.

## ADDITIONAL TERMS

Your use of the Sites is subject to any and all additional terms, policies, rules, or guidelines applicable to GoMeat's services or certain features of the Sites that we may post or link to on the Sites (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions, or content on the Sites, including, without limitation, the Google Maps/Google Earth Additional Terms of Service located at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and the Google Privacy Policy located at <https://www.google.com/intl/ALL/policies/privacy/index.html>. All such Additional Terms are hereby incorporated into this Agreement by reference.

## PRIVACY POLICY

The terms and conditions of the Privacy Policy located at <https://www.GoMeatServices.com/privacy-policy> are incorporated into this Agreement by reference.

## COPYRIGHT POLICY

GoMeat respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Sites or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide GoMeat's Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner or its agent, or is not otherwise permitted under the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to our copyright agent at:

GoMeat Services LLC,  
Address: 9237 Washington Road,  
Morton Grove, IL 60053 – USA

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying GoMeat and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with GoMeat's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be

advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, GoMeat has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. GoMeat may also in its sole discretion limit access to the Sites and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## TERMINATION AND VIOLATIONS OF THE AGREEMENT

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any provision of this Agreement. Further, GoMeat reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services. We will have no liability whatsoever on account of any change to the Sites or any suspension or termination of your access to or use of the Sites. You may terminate this Agreement at any time by closing your Account, uninstalling all Mobile Application(s) (if applicable) and ceasing use of the Sites and services provided herein.

Upon termination of this Agreement for any reason or no reason: (i) your access rights will terminate and you must immediately cease all use of the Sites; and (ii) any provision of this Agreement that contemplates or governs performance or observance subsequent to termination of this Agreement will survive the termination of this Agreement, including without limitation the following sections: (i) "Your Content and Conduct;" (ii) "Disclaimer;" (iii) "Limitation of Liability;" (iv) "Important Note to New Jersey Consumers;" (v) "Termination and Violations of this Agreement;" (vi) "Dispute Resolution;" and (vii) "Waiver and Severability."

GoMeat reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including, without limitation, the right to block access to the Sites from a particular account, device and/or IP address.

You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be null and void.

## CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective as soon as we post it and the most current version of this Agreement will always be posted under the "Terms of Use" link available on our Sites ("Updated Terms"). If we make a material change to the Agreement, we may notify you. You agree that you will review this Agreement periodically. By continuing to access and/or use the Sites after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Sites. Any disputes under this Agreement will be governed by the version of Agreement in effect at the time of the first event which gave rise to the dispute.

## GOVERNING LAW

You acknowledge and agree that your access to and/or use of the Sites, the Materials, and other content on the Sites is subject to all applicable international, federal, state, and local laws and regulations. The terms, conditions, and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

# DISPUTE RESOLUTION

## I. Arbitration and Class Action Waiver.

You agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to your use of the Sites, the Materials, and/or other content on the Sites, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. You acknowledge and agree that you and GoMeat are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and GoMeat otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement must be brought within one year of its accrual or it will be waived.

## II. Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this section.

## III. Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at <https://www.adr.org/sites/default/files/Demand%20for%20Arbitration%20Consumer%20Arbitration%20Rules.pdf> and a separate affidavit for waiver of fees for California residents only at <https://www.adr.org/sites/default/files/AAA%20Affidavit%20for%20Waiver%20of%20Fees%20Notice%20California%20Consumers.pdf>.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the county in which you reside and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

## IV. Arbitration Location and Procedure

Unless you and GoMeat otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and GoMeat submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

## V. Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award

damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide the relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. GoMeat will not seek, and hereby waives, all rights GoMeat may have under applicable law to recover attorneys' fees and expenses if GoMeat prevails in arbitration.

#### VI. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$25,000, GoMeat will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

#### VII. Changes

GoMeat reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to disputes arising before the effective date of such amendment. Notwithstanding the provisions of the modification-related provisions above, if GoMeat changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Sites after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing GoMeat written notice of such rejection by mail or hand delivery to: GoMeat, Attn: Dispute Resolutions, 9237 Washington Road,

Morton Grove, IL 60053, or by email from the email address associated with your account to: [admin@GoMeatServices.com](mailto:admin@GoMeatServices.com), within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and GoMeat in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

## WAIVER AND SEVERABILITY

Any waiver by GoMeat of any provision of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible except that in the event of unenforceability of the class action waiver, the entire arbitration agreement shall be unenforceable. The remainder of this Agreement shall continue to be enforceable and valid according to terms contained herein.

## ENTIRE AGREEMENT

This Agreement, together with any amendments and any additional agreements you may enter into with GoMeat in connection with the Sites and the services hereunder, shall constitute the entire agreement between you and GoMeat concerning the Sites and the services hereunder.

## CONTACT

If you have any questions regarding this Agreement, please visit our "Contact Us" page for answers and our contact information or at [admin@GoMeatServices.com](mailto:admin@GoMeatServices.com)

