



lovvett

Terms of Service for Partners

Contents

1. Introduction	2
2. About this document	3
3. Merchant Portal	3
Registration	3
Sales creation	4
Order management	5
Partner's obligations	5
Payment	6
Fees	6
Payouts	6
Cancellations	6
Customer support	7
4. Publicity	7
5. Conditions of Use	7
Certain responsibilities	7
Certain Restrictions	8
LOVVETT rights	8
6. Personal Data	8
7. Liabilities, Indemnity and Refunds	9
8. Content	12
Third party content	12



lovvett

Information accuracy	13
Intellectual property	13
Confidentiality	14
Non-Solicitation	14
Copyright infringement	14
9. Term and Termination of Account	14
Term	14
Termination of account	15
10. Exclusivity	15
11. Other	15
Force Majeure	15
Changes or updates to the agreement	15
Termination of service	15
Disclaimer of Warranty	15
Waiver of Jury Trial	16
Miscellaneous	16

1. Introduction

These Partner Terms and Conditions (this “Agreement”), is a legal agreement between you as a Partner and RGM



lovvett

Consulting Group, LLC, (“LOVVETT”), which guides your use of and access to the Website, Merchant Portal, services and features provided by LOVVETT (collectively, "the Service").

If you don't want to be bound by this Agreement, please do not access or use the Merchant Portal and/or Website. LOVVETT may terminate, without notice, your access to the Merchant Portal and/or Website for failure to comply with this Agreement. By creating an account in the Merchant Portal and/or the Website, you accept this Agreement and agree to be bound by each of its terms.

The LOVVETT service is a sales channel via which Partners offer perishable items (in general take away food) to registered users (hereinafter, the Purpose"). In these terms of LOVVETT service, the term “Partners” refers to restaurants, but it may also refer to other businesses offering perishable items for sale, such as grocery stores, cafes, bakeries or flower shops. The aim of this service is to give Partners the opportunity to sell both surplus items and regular menu items to consumers. The LOVVETT service allows Partners to gain extra income while decreasing waste.

You also represent and warrant to LOVVETT that:

- You are at least 18 years of age and have the authority to enter into this Agreement;
- This Agreement is binding and enforceable against you;
- To the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to bind such entity to the terms set forth herein, and the entity accepts these terms;
- You understand and agree that Partners and LOVVETT are independent businesses whose relationship is governed by this Agreement. Nothing in this Agreement, or in the relationship or transactions between Partners and LOVVETT shall create or be construed as creating an agency, partnership, fiduciary or joint venture relationship between LOVVETT and Partners; and



- You have read and understand LOVVETT’s Privacy Policy, the terms of which are posted at the Website and incorporated herein by reference (the “Privacy Policy”).

2. About this document

The purpose of this Agreement is to explain the terms and conditions under which LOVVETT will allow you to use LOVVETT’s Merchant Portal (the “Merchant Portal”) through your tablet and/or use on www.LOVVETT.com (the “Website”) on your computer or POS.

LOVVETT does not have control of any Partners or other third parties, and is not liable or responsible for any actions or omissions of any Partner or third party.

3. Merchant Portal

Registration

To use the sales channel service and the features made available through the Merchant Portal, you are required to complete a registration process to create an account with LOVVETT (“Account”). For your convenience, LOVVETT may do it for you and send you your credentials.

When you create your Account or receive your credentials you are given access to use LOVVETT’s Merchant Portal during the Term (as defined below) solely for the Purpose.

Creating your Account offers you easy access to see your company details, the food items you offer for sale, and the purchases that have been made through LOVVETT’s service offering. In order to create your Account, it is necessary to provide certain personal information, which includes but is not limited to, your name, contact information, and more. It is also necessary to provide your company information, which includes but is not limited to, company name, company information, contact information, billing information, and more.



lovvett

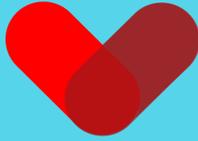
Once you have created your Account on the Merchant Portal, you can add or modify billing information, notification information, update your menu, review management dashboards, post promotions, and perform other administrative tasks.

The manner in which LOVVETT may store and use the personal information provided by you when registering for an Account and/or using the Merchant Portal and the Website is set out in the Privacy Policy.

LOVVETT may, in its sole discretion, lease tablets to LOVVETT Partners to allow them to accept and manage incoming orders, provide customer notifications and perform other tasks associated with the LOVVETT application ("Tablet"). A Tablet is not required for LOVVETT partners whose Point of Sale system is integrated with LOVVETT's applications, or for those with grab&go operations that do not require items preparation. The Tablet remains the exclusive property of LOVVETT. Partner will be charged a monthly licensing fee to use the Tablet. Partner is responsible for any damage to or loss of the Tablet provided by LOVVETT (excluding ordinary wear and tear) which will be promptly reimbursed by Partner at the replacement cost thereof. Upon the termination of LOVVETT's services for any reason, whether by LOVVETT or Partner, Partner shall return the Tablet to LOVVETT within two (2) business days, or shall incur a fee equal to the residual value of the Tablet for failure to return LOVVETT's property. LOVVETT reserves the right to deduct the replacement or damage costs from LOVVETT's payments to Partners.

Sales creation

Once a business has been accepted as a LOVVETT Partner, LOVVETT will conduct an initial load of Partner's complete menu onto the LOVVETT application. The LOVVETT Partner may update the menu with changes or additions at any time,



lovvett

or may request LOVVETT to perform an update of the menu items. The items' price must be the same as in store.

The LOVVETT Partner may also create specials or surplus items ("Surplus Items") to be sold (the regular menu items and Surplus Items are collectively the "Item(s)"). Each Surplus Item must be listed with the correct regular price, and must also be discounted at a minimum of thirty percent (30%) or more (however, a discount of 40-50% is recommended). Listing an Item at a higher regular price than the price currently charged at the Partner's location for the Item is strictly prohibited. Violation may result in the suspension or termination of the Partner's Account.

The Partner then lists the number of available Surplus Items, sets the sale times and pick-up time, and starts a sale through the Merchant Portal.

After the sale has started, the available Surplus Items will be shown to the LOVVETT users.

All Items must contain certain information such as title, ingredients, allergens and price. The Partner agrees the price of each regular menu Item listed on LOVVETT will not be greater than the price it regularly charges for that regular menu Item in the restaurant.

Order management

To place an order, the logged in LOVVETT user places the order through the LOVVETT consumer app. Individual LOVVETT users purchasing Items through the LOVVETT consumer app are hereinafter collectively referred to as Buyers, or individually as Buyer. After a Buyer places the order, the Partner will receive an order confirmation through the Merchant Portal/Tablet, and the communication means specified by the Partner in the Merchant Portal (i.e. email, text, phone call).



lovvett

Partner's obligations

For each order received by the Partner, the Partner will promptly:

1. Accept the Buyer's order if all items are in stock, decline the order for good reason, or suggests modifications in the event it cannot be fulfilled as requested due to out of stock items or any other reason. Once accepted, the Buyer then receives confirmation of the Partner's acceptance of the order.
2. Partner shall prepare the Buyer's order in accordance with the specifications.
3. If the order is for dine-in, the Partner should reserve a table for the Buyer if space is permitting.
4. If the Buyer's order is for takeout, the Partner shall properly package the order in the timeframe specified within the order.
5. If the Buyer's order is for delivery, the Partner shall arrange for the order to be delivered to the address specified by the Buyer, whether utilizing a third party delivery service, LOVETT's delivery service, or Partner's own employees or agents.

If the Buyer does not collect the order in a reasonable amount of time, the Partner has the right to do as they see fit with the Item ordered by the Buyer. LOVETT will not provide a refund the Buyer under these circumstances, and it is in the Partner's discretion whether or not to remake the order for the Buyer, or refund part or the entire purchase price.

Items made available through the LOVETT application must be of a standard that a reasonable person would regard as satisfactory. For example, this means that each provided Item shall be fit for all the purposes for which Items of that kind are usually supplied, be safe for consumption and have satisfactory quality, appearance and finish. You are solely responsible for ensuring that the quality and freshness of the



Items provided through the LOVVETT application meets this standard.

You must prepare the food items offered through the service in compliance with all applicable laws and regulations in the jurisdiction in which you are located concerning the handling, storing and transportation of food, and in accordance with the established principles and practices of the industry.

If the Partner detects a technical error or other error in the LOVVETT service, the Partner can report the problem through the Merchant Portal or Website, in the Contact Us section or through the chat.

Payment

The Buyer will pay for ordered Item(s) through the LOVVETT consumer App. LOVVETT may use a payment service provided by a third-party. LOVVETT will automatically charge the user at the time of the order. The Buyer does not have the right to cancel or change an order once the order has been confirmed.

Order pick up

Upon arrival, the Buyer shows the Partner an order confirmation in the consumer App to receive the Item(s). The Partner has also the ability to confirm an order in the Merchant Portal by identifying the Buyer by name.

The Buyer should pick up the ordered Item from the Partner premises in a timely manner during the arranged pick-up time. If the Buyer does not collect the order during the set time frame, the Partner has the right to do as they see fit with the Item ordered by the Buyer. In such cases the Buyer is not entitled to a refund for the ordered Item, unless stated otherwise by the Partner.

Partners must offer the Buyer an opportunity to inspect the Item during order pick up. Partners should encourage the



Buyer to inspect the Item thoroughly to ensure that the Item is acceptable.

Order Delivery

If Buyer chooses to have their order delivered, Partner shall arrange for the order to be delivered to Buyer at the address provided by Buyer, whether using a third party delivery service, LOVVETT's delivery service or Partner's own agents and employees to make such delivery. Partner shall indicate on the Merchant Portal whether delivery is available, the applicable delivery fees, and if any geographical delivery restrictions apply. Partner is responsible for setting delivery fees.

Terms for Sales of Alcoholic Beverages

Partners who choose to sell alcoholic beverages utilizing LOVVETT's Service, are subject to the following additional terms and conditions:

1. Partner represents and warrants that (a) Partner shall comply with all laws and regulations related to the sale of alcoholic beverages applicable to Partner, including without limitation, all laws and regulations related to the promotion, packaging, sale, taxation and delivery of alcohol items; and (b) Partner has and will continue to have during the Term of the Agreement all licenses, permits, or similar authorizations that may be required for it to sell alcoholic beverages, including without limitation, required licenses for the specific categories of alcoholic beverages that Partner makes available via the Services and/or required licenses to sell and deliver alcoholic beverages in the State of Florida, and any other state or local jurisdiction in which Partner operates.
2. No person is permitted to give or sell alcoholic beverages to persons under 21 years of age.



3. Valid proof of the recipient's identity and age shall be verified and documented at the time of delivery.
4. If transported in a motor vehicle, an alcoholic beverage that is not in a container sealed by the manufacturer must be placed in a locked compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle.
5. The Partner must verify that the person making the delivery is at least 21 years of age.

Fees

LOVVETT charges Partners a percentage of the order value for each order made through the LOVVETT consumer App (the "Fee(s)"). During the term of this Agreement, LOVVETT also has the right to amend the applicable Fees from time to time, in its sole discretion. LOVVETT shall inform the Partner of such amendments to the terms via email or in the Service at least four weeks before the amended Fee takes effect. By continuing to use the Service after such Fee amendment comes into effect, the Partner shall be deemed to have accepted the amended Fee.

In the event a Buyer cancels an order due to the Partner's failure to perform in accordance with this Agreement (e.g. the Partner fails to accept and/or fulfil the order), LOVVETT shall charge the Partner a \$5 for each occurrence.

Partners utilizing LOVVETT's delivery service will incur additional fees, as indicated in the Merchant Portal.

Payouts

Payouts of the Partner's sales income through the LOVVETT service are made monthly, weekly, or bi-weekly at the election



of the Partner; however, weekly and bi-weekly payouts are subject to a minimum payout threshold of \$100, and all payouts, regardless of the amount, must occur at least once per month. Payments are deposited by electronic transfer to the account specified by the Partner. LOVVETT may elect to change the frequency of the scheduled payouts, upon 30 days' notice to the Partner. LOVVETT will deduct its Fees upon each periodic payout of the Partner's sales income. Partners may review their sales reports reflecting payment amounts in the Merchant Portal at any time.

Cancellations

Partners may not cancel orders once accepted by the Partner and paid for by the Buyer, unless the Partner contacts LOVVETT through the Merchant Portal to process such cancellations. LOVVETT will handle refunds to the Buyer as soon as possible during regular business hours. LOVVETT will charge the Partner a cancellation fee equal to the greater of (i) \$5 and (ii) 15% of the total order, for each paid Buyer order that is cancelled by the Partner.

If a Buyer orders a Surplus Item, the Surplus Item should be set aside, and if for any reason it is not available or is unacceptable to the Buyer, the Partner should try to the best of his or her abilities satisfy the Buyer with a similar or better item.

LOVVETT may suspend or terminate a Partner Account if, in LOVVETT's sole discretion, the number of order cancellations requested by Partner is unreasonable or excessive.

Customer support

LOVVETT offers support via the support center, available through the chat found in the Merchant Portal and on the Website. FAQs are accessible online or through the chat.



Please refer to the Website for up to date information on the support center's opening hours.

4. Publicity

The Partner acknowledges and agrees that LOVVETT and its affiliates may place announcements in websites, applications, social media, newspapers, periodicals and other media of its choosing in order to market the co-operation between the LOVVETT and Partners. LOVVETT may also discuss the co-operation between LOVVETT and Partners in media of its choosing. Partners acknowledge and agree that such announcements and discussions may identify Partners, and shall be made in the sole discretion of LOVVETT without further notice to Partners.

1. Conditions of Use

Certain responsibilities

It is your responsibility to make sure that all information provided by you to LOVVETT is current, accurate, and complete, and to maintain the accuracy and completeness of this information going forward.

It is also your responsibility to maintain all passwords and access codes to the Merchant Portal and/or the Website, and to refrain from sharing or otherwise permitting third parties other than authorized employees to use any such passwords and/or access codes to access the Merchant Portal or the Website.

Certain Restrictions

LOVVETT does its best to keep the Merchant Portal and the Website safe and secure. In order to help LOVVETT do this, you must not violate or attempt to violate the security of the Merchant Portal or the Website.



Except as expressly permitted under this Agreement, you may not modify, reproduce, duplicate, copy, publish or create derivative works of:

- Any portion of the Website or the Merchant Portal, any content, photographs, descriptions, software, image or other information or any data taken therefrom (collectively, “Content”), this does not apply to content belonging to the Partner such as photos of Items from the Partner in the Merchant Portal or Website;
- Any information or materials retrieved from the Website or the Merchant Portal, including but not limited to, graphics, logos, and presentations, in whole or in part.

Furthermore, you may not use the Website or Merchant Portal for any purpose that:

- Invades any person’s or entity’s privacy or other rights;
- Misidentifies you, or impersonates any person or entity, including, without limitation, any employee or representative of LOVVETT;
- Harasses or threatens any person or entity;
- Could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.

LOVVETT rights

LOVVETT shall be entitled to post feedback or reviews on the Website, within the Merchant Portal and the LOVVETT consumer App regarding any Partner. LOVVETT may allow others to post such feedback or reviews. Any review or feedback regarding Partners may contain both positive and negative information.

LOVVETT has the right, at any time and in its sole discretion, to suspend or terminate a Partner’s Account and its access to the Merchant Portal and non-public portions of the Website if the Partner violates this Agreement or if the Partner uses the Merchant Portal and/or Website in any other way that is harmful to LOVVETT or any third party.



lovvett

1.

1. Personal Data

Once the Buyer orders the Item offered, the name and phone number of the Buyer are made available to the Partner via the Merchant Portal/Tablet. The Partner agrees not to collect, use, copy, reproduce, transfer or otherwise process any personal data visible in the Service without the prior written consent of LOVVETT, it being understood that the use of such personal data is allowed to extent as necessary for the Partner to carry out its obligations arising from the offer or this Agreement to the Buyer in question.

The Partner shall ensure that all devices, equipment, software and connections are secured to prevent unauthorized persons from accessing the personal data included or visible in the Service by using appropriate organizational, physical and technical safeguards. If the Partner suspects that the security of the personal data included or visible in the Service is endangered, has been endangered, or may be endangered, the Partner shall immediately notify LOVVETT, and shall consult and cooperate with any investigation by LOVVETT and provide any information LOVVETT shall reasonably request.

The Partner acknowledges that LOVVETT may compile and process personal data of the Partner and its representatives pursuant to this Agreement, including individuals who have submitted personal identifiers to the Service. Generally, the personal data is compiled and processed in connection with using the Service, for marketing purposes, for developing the Service and to implement the Service pursuant to this Agreement. Except as otherwise set forth in this Agreement, LOVVETT collects, transfers and shares personal data in accordance with LOVVETT's Privacy Policy. The Partner



lovvett

undertakes to notify the aforementioned persons that their personal data might be compiled and processed as set forth above.

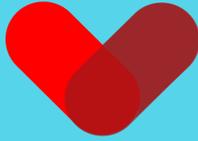
LOVVETT reserves the right to retarget consumers based upon information from orders received by the Partners. In addition, LOVVETT may provide such information to permit Partners to anonymously retarget consumers. Any such retargeting campaign will be anonymous, and neither LOVVETT, nor Partners shall provide any personal identifying information of any Buyers. LOVVETT and Partners may engage in retargeting cookies and campaigns for its general advertising, marketing and promotional purposes.

The Partner shall comply with and is responsible for its own compliance with all applicable laws and regulations with regard to the use and process of personal data. The Partner does not process the personal data on LOVVETT's behalf but on its own behalf.

2. Liabilities, Indemnity and Refunds

The LOVVETT service is a mediator of Partners' items. LOVVETT is not the provider or the producer of the Items listed in the Service and will not, to the extent permissible by applicable law, have any liability concerning the Items, including but not limited to liability for the quality of ordered Items, damage caused by provided Items or errors that may occur during the pickup or delivery of an order.

The Partner is responsible for the Items offered and fulfilling its statutory and contractual obligations to the Buyer related to said Items. Once the Buyer orders the Item, a binding contract for the sale and purchase of the Item in accordance with the offer is entered into between the Partner and the



lovvett

Buyer, subject to the Buyer's right to cancel the order no less than 4 hours before the listed pickup time frame begins.

Partner acknowledges and agrees that LOVVETT is responsible only for facilitating the order and pickup of Items by Buyers, and delivery of the order, in the event Partner selects LOVVETT to deliver such order. Partner is solely responsible for any Buyer complaints regarding Items, including without limitation, complaints regarding the nature, quality, content, or number of Items ordered. Partner agrees not to refer any Buyer complaints directly to LOVVETT. If the Partner elects to issue a refund to Buyer, or to replace or exchange an Item ordered for any reason, such election will not obligate LOVVETT to provide any credit or reimbursement to Partner.

In the event that an ordered Item is unavailable, unfit for consumption or otherwise unsatisfactory in the sole discretion of LOVVETT, LOVVETT may issue a refund or credit to the Buyer for such Item, and the Partner will not receive the Partner's sales income for such Item, which the Partner would otherwise be entitled to receive. Notwithstanding the foregoing, in no event shall LOVVETT be obligated to issue any refunds or credits directly to Buyers. LOVVETT may elect to charge the Partner a refunded Item fee in the event that it issues a refund to a Buyer as a result of the Partner's failure to provide an Item which, in LOVVETT's sole discretion, is satisfactory to fulfill an order placed by a Buyer. LOVVETT will bear the full cost of refunds or credits to Buyers insofar as they concern the operation of the Service.

LOVVETT may also cancel orders and/or issue refunds if LOVVETT suspects that (a) the Buyer has breached the terms of use of the Service; (b) the Buyer has placed a false order (c) if there is reasonable doubt about the correctness or authenticity of the order submitted by the Buyer. In case of



lovvett

cancellation or refund with respect to an Item, LOVVETT is not obligated to pay to the Partner the Partner's sales income for such Item, which the Partner would otherwise be entitled to receive. For the avoidance of doubt, LOVVETT is not obligated to cancel or refund any order, although it may have right to do so pursuant to the above provisions.

If the Item that the Buyer receives from the Partner (or its representative) does not match the offer; does not match the offer's dietary requirement tags; or does not otherwise meet basic quality standards or requirements arising out of the applicable laws, regulations, directives, governmental orders or other corresponding statutes; or otherwise deviates from the statutory requirements or requirements based on this Agreement, the Partner shall be solely liable to the Buyer and any third parties for all claims made, suits or other action brought, and any damages, costs and losses suffered by Buyers or third parties as a result thereof. If the Partner has changed the pickup or delivery time of the Item after the order has been made and as a result the Buyer is prevented from picking up or receiving the Item, or if the Item is not available for pickup or delivery by the Buyer at the specified time and at the pickup or delivery location specified in the offer, the Partner shall be solely liable for any damages, costs and losses suffered by Buyers or third parties as a result thereof.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOVVETT WILL NOT BE LIABLE TO PARTNERS UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS FOR PROCURING REPLACEMENT SERVICES, WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOVVETT'S MAXIMUM



lovvett

AGGREGATE LIABILITIES RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY LOVVETT TO THE PARTNER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

The Partner agrees to indemnify and hold harmless LOVVETT and its affiliated companies and each of their respective employees, owners, officers, directors, subcontractors and other representatives (together, the “Indemnified Persons”) from and against all losses (including reasonable legal and other professional fees and costs) and other consequences which an Indemnified Person may suffer or incur as a result of any claims, actions, proceedings, suits, demands or judgments (“Third Party Claim”) which may be asserted from time to time in any jurisdiction directly or indirectly against any Indemnified Person, arising from or in connection with the Partner's use of the Service or the Partner's offer or provision of Items, including without limitation, a Third Party Claim arising as a result of and/or related to any bodily injury (including death) or damage to tangible or real property to the extent caused by the Partner's personnel or caused by the Partner's Products, food safety, defect in the Items offered by the Partner, any breach or non-observance of the provisions of this Agreement or statutory provision by the Partner, any breach or non-observance of the Partner's obligations toward the Buyer, or Partner's misuse or violation of the intellectual property rights of any third party.

If a Third Party Claim that could lead to indemnification obligation by the Partner arises, LOVVETT shall promptly inform the Partner of such claim. LOVVETT and the Indemnified Persons agree to give the Partner control over the defense of such claims, suits, actions or demands referred



lovvett

to above. LOVVETT agrees to reasonably co-operate in the defense at the Partner's expense. The Partner shall accept no liability or settlement in the context of claims or actions the consequences of which would be likely to give rise to indemnification pursuant hereto, without the prior written consent of LOVVETT, which shall not be unreasonably withheld, unless such settlement agreement includes a full and unreserved clause of exclusion of liability of LOVVETT and the other Indemnified Persons in the context of such dispute. Notwithstanding the Partner's primary right to have control over any such defense LOVVETT and each Indemnified Person may take any necessary steps, at the expense of the Partner, to defend itself unless the Partner assigns a counsel acceptable to the Indemnified Persons, in their sole discretion, and the defense of such counsel is acceptable to the Indemnified Persons, in their sole discretion. If the Partner takes control of the defense in accordance with the above, LOVVETT shall be kept fully informed of the proceedings as well as any actions or settlements made.

Furthermore, the Partner agrees to compensate LOVVETT and its Indemnified Persons for any losses, damages, liabilities and other consequences incurred by LOVVETT or its Indemnified Persons as a result of breach or non-observance of the provisions of this Agreement by the Partner. For the avoidance of doubt, the Partner shall be liable for the acts and omissions of its personnel, agents and representatives.

3. Content

Third party content

The Merchant Portal, the Website and the consumer app contain and/or provide access to content provided by Partners and other third parties, including, Item information,



pricing, discount information, photographs, graphics and Partner information (“Third Party Content”).

Information accuracy

The third party that any Third Party Content originates from is solely responsible for such Third Party Content, and LOVVETT does not and cannot review all Third Party Content made available through the Merchant Portal or the Website. As such, LOVVETT cannot guarantee the correctness of any Third Party Content or fitness for use of any offers posted via the Merchant Portal and the Website.

In no event shall LOVVETT be liable for any damages arising out of your use of the Merchant Portal and/or the Website, or for any loss or damage of any kind incurred as a result of the Third Party Content or offers.

LOVVETT cannot guarantee that the Merchant Portal and the Website, including the Content, will be uninterrupted or error free. LOVVETT cannot be held responsible for if the Merchant Portal and/or the Website is down or if any content, information or functionality does not work as expected.

Intellectual property

For purposes of clarity between you and LOVVETT, you are the sole owner of all information and content entered into the Merchant Portal or the Website or otherwise posted by you. You are solely responsible for ensuring the accuracy of all information uploaded into the Merchant Portal, including but not limited to Items, prices, nutritional information, contact information, images and any other form of information or data. Further you represent and warrant that you are either the owner of, or have the legal right to use, all images, photos, trademarks, logos, verbiage and any other information contained on LOVVETT's application in relation to your business, and such use does not violate the intellectual property rights of any third party.



lovvett

LOVVETT is the sole owner of the Website, the Merchant Portal, and all source code, software, content and other intellectual property related to it or included in it.

All suggestions and recommendations from you to LOVVETT regarding the Merchant Portal or the Website are, upon submission to LOVVETT, owned by LOVVETT.

In exchange for your use of the Website and/or the Merchant Portal, you hereby grant LOVVETT a royalty-free, non-exclusive, limited, revocable, non-transferable, non-sublicensable right and license to use and display the content you post to the Website, submit to LOVVETT or post through the Merchant Portal for LOVVETT's use in providing the Services, and for its marketing purposes.

LOVVETT shall be entitled to display advertising and/or any other content at locations of its choosing within the Website and/or LOVVETT consumer app, including without limitation adjacent to your content.

Confidentiality

Each party agrees to treat all information of the other party as confidential, not to use such confidential information for any purpose other than to use the Merchant Portal or the Website and not to disclose such confidential information to any third party except as may be reasonably required according to this Agreement and subject to confidentiality obligations.

Non-Solicitation

During the Term (defined below) and two (2) years thereafter, Partners shall refrain from directly or indirectly soliciting, enticing, persuading or inducing any individual who is then, or has been within the one-year period prior to the applicable date, an employee of LOVVETT to terminate employment with LOVVETT or to become employed by or enter into contractual relations with any other individual or entity.



Copyright infringement

LOVVETT respects the intellectual property of others, and asks you to do the same. You may not use the Website, Merchant Portal, the Content or any other materials from the Website or Merchant Portal in any manner that may infringe upon any copyright or other intellectual property right of LOVVETT or any third party.

4. Term and Termination of Account

Term

This Agreement shall continue in full force and effect until either:

- (i) You terminate your Account, or
- (ii) LOVVETT terminates your access to the Merchant Portal or non-public portions of the Website, with or without notice (the “Term”).

When this Agreement is terminated, you no longer have access to the Merchant Portal or any other non-public portions of the Website.

Notwithstanding the foregoing, all sections of this Agreement that by their nature should survive termination shall survive termination, including without limitation Content, Reclamations, Liabilities, and Indemnity, and Disclaimer of Warranty.

Termination of account

For purpose of clarity, you are entitled to terminate your LOVVETT account at any time. Choose “Delete account” or any corresponding function in the Merchant Portal and/or the Website, or contact LOVVETT. LOVVETT will then delete or anonymize any personal information that can be attributed to



you, except for certain information that LOVVETT by law may be required to save and archive.

5. Exclusivity

During the term of this Agreement, the Partner agrees not to create or have created, or to participate directly or indirectly in creation of a service, platform, or application relating to and/or competitive with the Service provided by LOVVETT.

6. Other

Force Majeure

LOVVETT shall not be liable to you for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

Changes or updates to the agreement

LOVVETT may change our update this Agreement from time to time, and any such change or update will be effective upon posting the updated Agreement on the Website or within the Merchant Portal.

When we make major changes to the Agreement, we will provide you with prior notice as appropriate under the circumstances, for example, by displaying a notice within the Merchant Portal, the Website or by sending an email. If you do not agree to the changed Agreement, you have the right to terminate your Account before the changed Agreement comes into force.

Termination of service

LOVVETT reserves the right to modify, suspend, or discontinue the Merchant Portal and the Website without any notice at any time and without any liability to you.



Disclaimer of Warranty

To the fullest extent permitted by applicable law, LOVVETT makes no warranties, either express or implied, about the Service. The Service is provided “as is” and “as available”. LOVVETT also disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. No advice or information, whether oral or written, obtained by you from LOVVETT, shall create any warranty.

Waiver of Jury Trial

LOVVETT and Partners absolutely and irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

Miscellaneous

Unless otherwise specifically provided herein, each party shall pay its own costs and expenses in connection with this Agreement and its activities hereunder.

All disputes arising out of or related to this Agreement, the Website and/or the Merchant Portal shall be resolved by the laws of the State of Florida, without regard to its conflict of law provisions.

Any judicial proceeding arising out of or related to this Agreement, the Website and/or the Merchant Portal must be brought exclusively in the federal or state courts of Miami, Florida and Partners consent to venue and personal jurisdiction in such courts, and agree not to raise the defense of forum non conveniens or any similar defense.

LOVVETT has the right to delegate, transfer or assign its rights and obligations under this Agreement. Furthermore,



lovvett

LOVVETT has the right to hire subcontractors for the fulfillment of its obligations. You may not delegate, transfer or assign this Agreement or any of your rights or obligations hereunder without LOVVETT's prior written consent.

If any part of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting its original intent and objectives.