



BlueCart Terms of Service

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These Terms of Service (the "Terms") govern your access and use of the website (www.BlueCart.com), all sub-domains related to the website (<https://www.BlueCart.com>), the mobile application titled BlueCart and related software and services (collectively, the "Service") made available by BlueCart, Inc. ("BlueCart", "we", "us" or "our"). Our Privacy Policy explains the way we collect and use your information. Your use of the Service indicates that you agree on behalf of yourself or the entity that you represent (collectively, "you") to be bound by these Terms, and that you or any entity over which you have actual authority, and on whose behalf you are acting, have the capacity to be bound by its terms. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE.

We reserve the right to modify these Terms prospectively at any time. We will post any changes to these Terms on our website, and will indicate the date the Terms were last revised. Your continued use of the Service after any such change constitutes your acceptance of the updated Terms.

Definitions

Member: A Restaurant or Supplier who has registered with BlueCart.

Restaurant: A business entity that has registered with BlueCart, primarily to purchase products or services required for its business.

Service: Use of the information, tools, features and functionality provided by BlueCart.

Supplier: A business entity that has registered with BlueCart, primarily to sell its products or services to Restaurants.

Visitor: Non-member user of BlueCart.

Description of the Service

Restaurants: The Service is an operations management and inventory ordering service that allows Restaurants to consolidate and track their inventory ordering process information by placing orders with Suppliers on BlueCart. Based on such information, the Service may also present information relating to third party products or services. It is not intended to provide legal, tax, or financial advice. Suppliers choose to showcase their products to Restaurants in the BlueCart network. Suppliers update the pricing of their products from time-to-time. It is the Restaurant's responsibility to ensure latest pricing information has been downloaded prior to placing

an order. BlueCart is not liable for any pricing discrepancies.

Suppliers: The Service offers Suppliers an online platform to receive orders from Restaurants, market their products and manage their incoming orders on BlueCart's website. The Service is provided to Suppliers by BlueCart without charge to the Suppliers and is intended to be an aid in organizing and managing their ordering process with Restaurants. It is not intended to provide legal, tax, or financial advice. It is the Supplier's responsibility to ensure the latest pricing information has been updated to the Service. BlueCart is not liable for any pricing discrepancies.

Chargeable Additional Services: We may choose to offer additional value-added Services in addition to the base Service for a fee. If we do so, the website will identify the chargeable Services and state the associated fees, terms and methods of payment. Quoted fees for chargeable additional Services are exclusive of applicable taxes, which will be separately itemized on our statement. Fees for chargeable additional Services are non-cancellable and non-refundable, but you may cancel your subscription for them at any time. If you cancel, you will not be charged fees for subsequent subscription periods.

Restaurants/Suppliers: BlueCart makes no warranty or representation regarding the quality or value of the Suppliers' products. In addition, BlueCart makes no warranty or representation regarding any payment by any Restaurant to any Supplier. As such, any dispute between a Restaurant and a Supplier must be resolved privately between that Restaurant and Supplier.

Eligibility: In order to use the Service, you must first agree to these Terms in our registration process. If you are a Restaurant or a Supplier, you are also required to register and set up a user account.

The Service is available only to legal entities and persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. You agree that you are not (a) a citizen or resident of a country in which use or participation is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations, or other economic sanction rules of any sovereign nation.

The Service is not currently intended to be used by any government or public entities or any individuals in their capacity as employees or contractors of a government or public entity. If you are a government user or otherwise accessing or using the Service in your capacity as an employee of a government or public entity, please contact BlueCart at legal@BlueCart.com.

Account Information from Third Party Sites: In order to provide the Service, BlueCart may share certain information about Restaurants and/or Suppliers with other Restaurants and/or Suppliers registered with BlueCart. BlueCart makes no warranty or representation regarding the accuracy or legality of any information shared with Restaurants or Suppliers. In addition, BlueCart makes no warranty or

representation regarding third-parties or their failure to obtain data or their loss of data, personalization settings or other service interruptions.

BlueCart Marketplace and Third-Party Links: Some parts of the Service are supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Service or queries made through the Service or other information.

In connection with BlueCart, the Service will provide links or send emails to other web sites belonging to advertisers and other third parties. BlueCart does not endorse, warrant, guarantee, or make any representation regarding the products or services available through the BlueCart Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored. In addition, BlueCart is not an agent or broker or otherwise responsible for the activities or policies of those web sites. BlueCart does not guarantee that the terms of sale or offer posted on the Service by or for any particular advertiser or other third party are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or price available in the market.

Your Registration Information: You agree and understand that you are responsible for maintaining the confidentiality of your account, password and pin number or any other contact information you provide from your "Registration Information," which allow you to access the Service.

By providing BlueCart with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. It is your responsibility to update or change that address with BlueCart, and BlueCart shall not be responsible for your failure to do so.

Information: BlueCart does not share Supplier information (product catalog, prices, etc.) with other Suppliers on our platform. Suppliers' product lists and prices are only visible to Restaurants who are potential buyers of your products. If you become aware of any unauthorized use of your Registration Information, you agree to notify BlueCart immediately.

Your Use of the Service: Your right to access and use BlueCart and the Service is personal to you and is not transferable by you to any other person or entity. Furthermore, it is BlueCart's policy that access is only allowed for lawful purposes.

You must provide true, accurate, current and complete information about yourself and other restaurant accounts that you maintained, as requested in the initial setup process, and you may not misrepresent your Registration Information. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you may be affected.

Your access and use of BlueCart may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of BlueCart or other actions that BlueCart, in its sole discretion, may elect to take. BlueCart is not responsible for any damages in connection therewith.

Rights You Grant to Us: We do not assert ownership over any of your content. Rather, subject to the rights granted to us and our users in these Terms, you retain full ownership of all of your content and any intellectual property rights or other proprietary rights thereto. You understand and agree that you are solely responsible for all of your content. By uploading your content on the Service, you grant BlueCart a non-exclusive, transferable, fully paid, worldwide license to use, copy, reproduce, process, adapt, publish, transmit, host and display your content for the purpose of (i) providing you and other users the Service and associated support; and (ii) analyzing and improving the operation of the Service. Notwithstanding anything to the contrary herein, you agree that BlueCart may obtain and aggregate technical and other data about your use of the Service that is non-personally identifiable with respect to you ("Aggregated Anonymous Data"), and BlueCart may use the Aggregated Anonymous Data to improve, support and operate the Service and otherwise for any business purpose during and after the term of this Agreement. For clarity, this does not give BlueCart the right to identify you as the source of any Aggregated Anonymous Data.

You authorize BlueCart to store copies of any or all of your content as we deem necessary in order to facilitate the operation of the Service. You represent and warrant that you have all rights, consents and/or permissions necessary to grant the licenses in the previous paragraph, including under any and all copyright, trademark, and other intellectual property rights, as well as any moral rights, rights of privacy, rights of publicity and similar rights of any type in or to your content. You may not upload to or otherwise make available on the Service any content for which you do not have all necessary rights, licenses, consents or permissions needed to so make available such content on the Service.

If you elect to utilize any third party application in connection with your use of the Service, by doing so you are consenting to your content being shared with such third party application. To understand how such third party application provider utilizes your content and other information, you should review their privacy policy.

BlueCart's Intellectual Property Rights: The contents of BlueCart, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including computer programs) and other material are the intellectual property of BlueCart and are protected under both United States and other applicable copyright, trademark and other laws and treaties internationally. BlueCart grants you the right to view and use the Service subject to these terms. You may not use the Service except for its intended purposes. BlueCart reserves the right to withdraw, expand and otherwise change the Service at any time in BlueCart's sole discretion. You shall not be entitled to "frame" or "mirror" any content contained on, or accessible through, the Service, on any other server or internet-based device. Any feedback, comments or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions that you provide as we see fit and without any obligations to you. You may download or print a copy of information provided on BlueCart for your internal use only. Any distribution, reprint or electronic reproduction of any content from BlueCart in whole or in part for any other purpose is expressly prohibited without our prior written consent.

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imitated, or used, in whole or in part, without the prior written permission of BlueCart (or the applicable mark's owner).

Access and Interference

You agree that you will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service without BlueCart's express written consent, which may be withheld in BlueCart's sole discretion;

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search BlueCart, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Internet Explorer);

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise may interfere with the proper working of BlueCart or the Service; or

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of BlueCart.com, the BlueCart mobile application or the Service.

Disclaimer of Representations and Warranties: THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH BLUECART OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. BLUECART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF BLUECART OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

BLUECART MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON BLUECART OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. BLUECART MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Not a Financial Planner, Broker, Legal or Tax Advisor: NEITHER BLUECART NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. BLUECART IS NOT A FINANCIAL PLANNER, BROKER, LEGAL OR TAX ADVISOR. The Service is intended only to assist you in your business's organization and decision-making and is broad in scope. Your company's operational and financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your

situation.

Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

Alert Disclaimer: You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. BlueCart intends to provide alerts in a timely manner with accurate information. However, we cannot guarantee the delivery or the accuracy of the content of any alert. You also agree that BlueCart shall not be liable for any damages caused by delays, failure to deliver, or misdirected delivery of any alert and/or orders; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Limitations on BlueCart's Liability: IN NO EVENT WILL BLUECART OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS OR AGENTS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING FOR ANY LOST BUSINESS PROFITS, LITIGATION COSTS OR LOST DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF BLUECART IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLUECART'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNTS PAID BY YOU TO BLUECART IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO SUCH LIABILITY.

Your Indemnification of BlueCart: You shall defend, indemnify and hold harmless BlueCart and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you. You shall not agree to any settlement offer or terms unless approved by BlueCart.

Ending your relationship with BlueCart: This Agreement will apply from the date of signature. If you wish to terminate your legal agreement with BlueCart, you may do so by closing your account for the Service by contacting BlueCart. BlueCart may terminate its legal agreement with you at any time at its sole discretion.

Governing Law and Forum for Disputes: This Agreement, and your relationship with BlueCart under this Agreement, shall be governed by and construed under the laws of the State of Delaware, without regard to its conflict or choice of laws provisions.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator conducted in **Redwood City, California** and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Miscellaneous: If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator

or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if BlueCart does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which BlueCart has the benefit of under any applicable law), this will not be construed to imply a formal waiver of BlueCart's rights and that those rights or remedies will still be available to BlueCart.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

Except as expressly agreed to the contrary or in the event there is a physical executed copy between the parties, this Agreement represents the entire understanding and agreement between you and BlueCart regarding the subject matter of this Agreement and supersedes all other previous agreements.