



**SHADOW**  
SOFTWARE USA™

# Prepped Service Agreement

**Effective Date:** 2024-12-03 (Updated 2025-01-20)

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**This Service Agreement** (the "Agreement") is made between you ("Client") and Shadow Software LLC, a company doing business as Prepped ("Prepped," "we," or "us"). By registering on our website and clicking "I Agree" during the registration process, you accept and agree to be bound by the terms of this Agreement. This Agreement governs your use of the Prepped software platform and related services (the "Platform").

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## 1. Acceptance of Terms

By agreeing to this Agreement through the website registration process, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions herein. This Agreement is effective as of the date of your registration.

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## 2. License Grant

Prepped grants you a non-exclusive, non-transferable, revocable license to access and use the Platform in accordance with the terms of this Agreement.

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## 3. Service Fees

Service fees for the use of the Platform are calculated based on your business's gross weekly order processing volume at the time of registration, as follows:

<b>Gross Weekly Volume</b>	<b>Fee Structure</b>
Over \$10,000 USD	3.5% of gross + \$0.50 per order
\$1,000 - \$10,000 USD	5% of gross + \$0.30 per order
Less than \$1,000 USD	5% of gross + \$0.50 per order

Prepped reserves the right to update fees with 30 days' notice, provided via email or the Platform.

## 4. Third-Party Delivery Fees

If your business utilizes third-party delivery services through the Platform, the following additional delivery fees apply based on delivery distance:

<b>Delivery Distance</b>	<b>Fee</b>
1-5 miles	\$9.50
6-10 miles	\$11.50
11-20 miles	\$13.00
21-30 miles	\$14.75

These fees will be added to the customer's invoice and remitted to the third-party delivery provider. Prepped is not responsible for disputes related to delivery services.

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## 5. Billing and Payment

### 5.1. Payment Processing

Payments are processed by a third-party payment processor. They charge their respective fees at the time of payment, in addition to the service fees outlined above. Prepped does not control these fees.

### 5.2. Invoicing

For additional fees or adjustments, Prepped may issue an invoice payable within 14 days of receipt.

### 5.3. Taxes

You are responsible for all applicable taxes associated with your use of the Platform.

## **6. Term and Termination**

This Agreement is effective upon your registration and will remain in effect until terminated by either party. Either party may terminate this Agreement at any time with 30 days' written notice.

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## **7. Modifications to the Agreement**

Prepped reserves the right to modify this Agreement at any time. Any changes will be posted on the Platform and will become effective upon your continued use of the Platform.

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## **8. Limitation of Liability**

Prepped shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Platform. Shadow Software LLC is not responsible for damages incurred from system outages or malfunctions.

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## **9. Miscellaneous**

### **9.1. Governing Law**

This Agreement shall be governed by the laws of the state of [State], without regard to its conflict of laws principles.

### **9.2. Entire Agreement**

This Agreement constitutes the entire agreement between you and Prepped and supersedes any prior agreements.

## **10. Confidentiality**

Both parties agree to maintain the confidentiality of any proprietary information disclosed during the course of this Agreement. Proprietary information includes, but is not limited to, trade secrets, business strategies, pricing, and customer information. This obligation survives termination of this Agreement.

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## **11. Intellectual Property Rights**

Prepped retains all intellectual property rights related to the Platform, including but not limited to software, trademarks, and service marks. You may not reproduce, distribute, or create derivative works from any materials provided by Prepped without prior written consent.

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## **12. Data Security**

Prepped takes data security seriously and implements commercially reasonable measures to protect your data. However, Prepped is not responsible for unauthorized access due to factors outside its control.

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## **13. Indemnification**

You agree to indemnify and hold Prepped harmless from any claims, damages, or expenses arising out of your use of the Platform, including but not limited to violations of this Agreement.

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## **14. Force Majeure**

Prepped shall not be held liable for delays or failure in performance due to causes beyond its reasonable control, including acts of God, natural disasters, or government actions.

## 15. WordPress Landing Page Terms

Prepped offers an optional WordPress Landing Page service, providing a professionally designed, one-page website exclusively to Prepped clients. This Landing Page is a standardized template optimized for meal prep businesses and is not a custom design. Clients acknowledge and agree to the following terms:

### 15.1. Submission Requirements

- I. Clients may submit the following for inclusion on the Landing Page:
  - A. One (1) high-quality photo of the business operator
  - B. One (1) paragraph describing the business (subject to reasonable length restrictions)

### 15.2. Limited Revisions

- I. Each client is entitled to **one (1) revision** after their initial submission. This revision may only include:
  - A. Replacing the provided photo
  - B. Updating the submitted business description
- II. Additional revisions or customization requests beyond the one permitted revision will not be accommodated under this service.

### 15.3. Template-Based Design

- I. The Landing Page is provided as a standardized template.
- II. Clients acknowledge that the template's structure, layout, fonts, colors, and features are pre-determined and cannot be modified.
- III. Requests for design modifications, additional pages, or unique customizations are outside the scope of this offering.

### 15.4. Acceptance of Terms

- I. By opting for the WordPress Landing Page service, clients confirm their understanding and acceptance of these terms.
- II. Any requests beyond what is outlined in this agreement may require separate arrangements outside of Prepped's standard offering.

### 15.5. Interference

- I. Deleting data, or interfering with Prepped's efforts to deliver the Wordpress landing Page triggers a non-refundable delivery of the Wordpress Landing Page.

## 16. Onboarding

Prepped offers **Onboarding** as the process of exclusively inputting a business's menu into the Prepped portal website. Onboarding is available under the following conditions:

- **Paying Clients:** Onboarding is provided for **30 days** after registration.
- **Non-Paying Clients with Complimentary Onboarding:** Onboarding is provided for **14 days** after registration.

After onboarding, clients have the ability to make changes to their Prepped settings and menu whenever they please. Deleting data, or interfering with Prepped's efforts to onboard triggers a non-refundable conclusion of the onboarding process.

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## 17. Support

**Support** is provided to all Prepped clients and refers to responses to:

- Bug reports
- System malfunctions
- Performance issues
- Any technical incidents beyond the control of Prepped clients and the settings available to them in the Prepped portal.

Support ensures that clients can operate their business without disruption due to technical faults within the Prepped system.

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## 18. Training

**Training** refers to gaining familiarity with the Prepped software. Training resources include:

- Over 20 tutorial videos available on the Prepped website.
- Inline user manuals throughout the Prepped portal.
- A chat widget on the Prepped website.
- Texting/SMS Q&A support with the Prepped AI agent trained on the software.

By checking the box marked "I Agree" during registration, you acknowledge that you have read, understood, and agree to this Service Agreement in its entirety.