

**GBL CALIFORNIA, LLC**  
**GOPUFF DRIVER AND GOPUFF DRIVER APP TERMS OF USE AGREEMENT**  
**LAST REVISED ON: JUNE 25, 2025**

GBL California, LLC (“**Company**,” “**we**,” “**us**” or “**our**”) operates a digital marketplace (“**Marketplace**”) that allows independent providers of delivery services who register for accounts on the Marketplace (each, a “**Driver**”) to access, in real-time, opportunities advertised by retail sellers of consumer goods that use Company’s services (each, a “**Seller**”) for Drivers to provide same-day delivery (each, a “**Delivery**”) of goods sold to Sellers’ consumers (respectively, the “**Goods**” and “**Seller Customers**”). Any Driver may, at its discretion, accept or reject any Seller-advertised opportunity that Driver accesses through the Marketplace (each, a “**Delivery Opportunity**”).

PLEASE READ THIS GOPUFF DRIVER AND GOPUFF DRIVER APP TERMS OF USE AGREEMENT (“**TERMS**”) CAREFULLY. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND COMPANY. They govern the Company’s Gopuff Driver App and any other mobile application offered by Company with a link to these Terms (collectively, the “**App**”), together with any web-based hosted service or platform provided by Company with a link to these Terms (collectively, the “**Platform**”) and any content, information, features, or resources available or enabled on or through the App or Platform (collectively, the “**Services**”).

These Terms govern Drivers’ use of the Services, their acceptance of any Delivery Opportunities advertised by a Seller, and any Deliveries Drivers make in connection with any Delivery Opportunities they accept through the Marketplace.

**SUPPLEMENTAL TERMS**

As a Driver, your use of the Services may be subject to any additional terms, conditions and policies that we separately post on the Services and any agreements that you have separately executed with Company, including without limitation, our [Community Guidelines](#) (“**Supplemental Terms**”). These Terms, together with any Supplemental Terms, constitute the “**Agreement**.” To the extent there is any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to the App, Platform, or feature to which the Supplemental Terms relate.

**ACCEPTANCE**

BY CLICKING “I ACCEPT,” OR OTHERWISE ACCESSING OR USING THE SERVICES, OR ANY PORTION THEREOF, YOU ACKNOWLEDGE AND AGREE THAT: (a) YOU ARE TWENTY-ONE YEARS OF AGE; (b) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; AND (c) YOU ARE NOT A PERSON OR ENTITY BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT (ON BEHALF OF YOURSELF AND, AS APPLICABLE, THE ENTITY THAT YOU REPRESENT). IF THE INDIVIDUAL ENTERING INTO THE AGREEMENT OR OTHERWISE ACCESSING OR USING THE SERVICES IS DOING SO ON BEHALF OF, OR WITHIN HIS OR HER CAPACITY AS A REPRESENTATIVE, AGENT, OR EMPLOYEE OF AN ENTITY, SUCH INDIVIDUAL AND SUCH ENTITY AGREE THAT: (i) THE TERM “**YOU**” AND “**YOUR**” AS USED HEREIN APPLY TO SUCH ENTITY AND SUCH INDIVIDUAL; AND (ii) THAT THE INDIVIDUAL ENTERING INTO THE AGREEMENT HAS THE POWER, RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT ON BEHALF OF SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.

**IMPORTANT INFORMATION ABOUT ARBITRATION, CONSENTS, AND UPDATES TO THE AGREEMENT**

● **ARBITRATION**

PLEASE BE AWARE THAT YOUR USE OF AND ACCESS TO THE SERVICES ARE SUBJECT TO SECTION 18 OF THESE TERMS (THE “**ARBITRATION AGREEMENT**”), WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 18 ALSO CONTAINS A REPRESENTATIVE AND CLASS ACTION WAIVER AND JURY TRIAL WAIVER. PLEASE READ SECTION 18 CAREFULLY. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS: (a) YOU AND COMPANY WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST THE OTHER

ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND WE EACH WAIVE OUR RIGHT TO PARTICIPATE IN A REPRESENTATIVE OR CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (b) EACH OF US IS WAIVING OUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

- **CONSENTS FOR COMMUNICATIONS**

PLEASE BE AWARE THAT SECTION 12 (COMPANY COMMUNICATIONS) OF THESE TERMS CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

- **AGREEMENT UPDATES**

THE AGREEMENT (INCLUDING THE ARBITRATION AGREEMENT IN SECTION 18) IS SUBJECT TO CHANGE BY COMPANY IN OUR SOLE DISCRETION AT ANY TIME.

a. When changes are made, Company will make a new copy of the Terms available on the Services and, to the extent applicable, in the Platform and App, and any new Supplemental Terms will be made available from within, or through, the affected portion of the Services. We also will update the “Last Updated” date at the top of the Terms. If we make material changes to the Agreement, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account (as defined in Section 3.1) or another manner through the Services (which may include posting an announcement on the App).

b. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change after receiving a notice of such change, you must stop using the Services. Otherwise, subject to the terms of the following paragraph, your continued use of the Services constitutes your acceptance of each such change. PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS.

c. When we make a change to the Arbitration Agreement, your continued use of the Services following Company’s dispatch of notice of the change constitutes your acceptance of that change, unless you reject the change by providing written notice of the rejection to Company at 537 N. 3rd Street, Philadelphia, PA 19123, Attn: Legal Department within thirty (30) days after the change becomes effective. A change to the Arbitration Agreement does not provide you with a new opportunity to opt out of the Arbitration Agreement if you previously agreed to an earlier version of the Arbitration Agreement and did not validly opt out of arbitration under its terms. If you reject any change or update to the Arbitration Agreement, and you are bound by an existing agreement to arbitrate Disputes (as defined below) arising out of or relating in any way to your access to or use of the Services, the performance of any Delivery, or the Agreement, the provisions of the Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of the Agreement.

**1. DESCRIPTION OF SERVICES.** Through the App, Drivers can access the Marketplace and, if they choose, accept Delivery Opportunities advertised by Sellers to provide on-demand same-day delivery of Goods to their Seller Customers. As a Driver, through use of the Services, you will have access to the following:

**1.1. Gopuff Driver App.** Company’s primary App through which you access the Marketplace and can view, accept and fulfill Delivery Opportunities.

**1.2. Recordkeeping Service.** The general delivery and billing records related to your performance of any Deliveries you make to fulfill Delivery Opportunities you accept through the Marketplace.

**1.3. Administrative, Management, & Technology Services.** Miscellaneous administrative and management services, including technology and operational support that Company makes available to you to facilitate your independent provision of Deliveries made to fulfill Delivery Opportunities you accept through the Marketplace.

**1.4. Location-Based Services.** Location-based services to facilitate your provision of Deliveries you make to fulfill Delivery Opportunities you accept through the Marketplace. To use such services, you understand

and agree that (i) you must provide Company with your geo-location via your cellular device, and (ii) when you provide your geo-location, Company and our affiliates may monitor, track, and share with third parties information obtained regarding your location for safety and security purposes. For more information about Company's data collection, use and sharing practices, including in connection with data related to the Deliveries you make, please review our [Privacy Policy](#).

## **2. USE OF SERVICES**

**2.1. Rights to use the Services.** The Services and any part thereof, including the Marketplace, are protected by copyright laws throughout the world. Unless otherwise specified by Company in a separate license, your right to use any part of the App, the Platform or any other part of the Services is subject to the Agreement. Company, and our suppliers, Sellers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any part of the Services terminates the licenses granted by Company pursuant to the Agreement.

**2.2. App License.** For any App made available as part of the Services, Company grants you, subject to your compliance with the Agreement, a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the App on a single mobile device or computer that you own or control and to run such copy of the App solely for your own personal or internal business use. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an **"App Store Sourced Application"**), you will only use the App Store Sourced Application: (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system); and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this Section 2.2, with respect to any App accessed through or downloaded from the Google Play store (a **"Google Play Sourced Application"**), you may have additional license rights with respect to use of the App on a shared basis within your designated family group.

**2.3. Updates.** You understand that the Services are evolving. You acknowledge and agree that Company may update any part of the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. Any future release, update or other addition to the App or Platform will be subject to the Agreement.

**2.4. Certain Restrictions.** By accessing and using the Services, you agree that you will not, and will not permit any third party to: (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services or any portion of thereof, including the App, the Platform, or any content displayed thereon; (b) use any metatags or other "hidden text" using the name or trademarks of Company or any Seller; (c) frame or utilize framing techniques to enclose any trademark, logo, or other content (including images, text, page layout or form) of Company or any Seller; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or Platform except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) access or use the Services in order to build a similar or competitive website, product, or service; and (f) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages or components of the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from web pages in the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials). All copyright and other proprietary notices on the App and Platform (or on any content displayed thereon) must be retained on all copies thereof.

**2.5. No Support or Maintenance; Necessary Equipment.** You acknowledge and agree that neither Company nor any Seller will any obligation to provide you with any support or maintenance in connection with the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

**2.6. Ownership.** Excluding any User Content (as defined below) that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by Company or Company's suppliers. Neither the Agreement nor your access to any part of the Services, including the App or Platform, transfers to you or any third party any rights, title

or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in this Section 2. Company and our suppliers reserve all rights not granted in the Agreement. There are no implied licenses granted under the Agreement.

### **3. REGISTRATION AND ACCOUNTS**

**3.1. Registration and Account Creation.** To access and use certain features of the Services, you must register or create an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form, including (but not limited to) an email address and password. You agree to provide information required for your use of the Services that is, and to update such information so it remains, true, accurate, current and complete. Company reserves the rights to establish eligibility criteria to use the Services (or portions thereof), and in some cases, at our sole discretion, impose limitations or restrictions on certain Accounts including, but not limited to, deletion of Accounts.

**3.2. Profiles.** As part of creating an Account, you will create a profile (“**Driver Profile**”) some or all of which will be made visible to any Seller Customer for whom Seller advertised, and you accepted, a Delivery Opportunity through the Marketplace. You may update your Driver Profile at any time by logging into your Account and making the change there.

**3.3. Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You agree not to create an Account using a false identity or false information, or on behalf of someone other than yourself. You shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors using your Account information. Neither Company nor any Seller is or will be liable for any loss or damage arising from your failure to comply with the above requirements.

### **4. DRIVER RESPONSIBILITY AND DELIVERIES**

**4.1.** By agreeing to these Terms and under penalty of perjury, you affirm that you are self-employed, and to the extent you offer or provide Deliveries in response to Delivery Opportunities advertised by Sellers on the Marketplace, you do so separate and independent from Company and Sellers, and that you hold yourself out to the public as independently competent and available to provide such Deliveries. Without limiting the foregoing, as a Driver, you are independent and maintain complete control over your level of participation in the Marketplace, including by: (a) deciding when to log into the Marketplace and be available to provide Deliveries and You specifically understand the Company does not unilaterally prescribe specific dates, times of day, or a minimum number of hours during which you must be logged into the Marketplace; (b) deciding when to accept, reject or ignore Delivery Opportunities advertised by Sellers on the Marketplace and You specifically understand the Company does not require you to accept any specific Delivery Opportunity as a condition of maintaining access to the Marketplace; (c) selecting your attire – no uniforms or other specific clothes are required when performing Deliveries; (d) determining the time and location of your Deliveries; (e) using competitive services or technology platforms and You specifically understand the Company does not restrict you from performing rideshare services or delivery services through other companies except during engaged time nor does the Company restrict you from working in any other lawful occupation or business; (f) maintaining your independent business (if you have one) and other clients without using the Marketplace; (g) controlling the amount you wish to invest in providing Deliveries in connection with the Marketplace; and (h) controlling your provision of Deliveries. In addition, you acknowledge that your opportunity for profit or loss through use of the Marketplace is dependent on your performance and skills.

**4.2.** Except as required by applicable law, You are solely responsible for all expenses you incur as a result of your use of the Services and participation in the Marketplace, including any expenses you incur under Section 18, and expenses related to automobiles, cellular devices, and other materials or requirements needed, desired or related to your performance of Deliveries, and you acknowledge that neither Company nor Sellers will not reimburse you for any such expenses. Neither Company nor any Seller is, or shall be, responsible for any

liability arising out of any Deliveries or other activities conducted by you in connection with your use of the Services, including your participation in the Marketplace.

**4.3.** You represent that all information provided by you in connection with your registration and Account, including in your Driver Profile, is accurate and complies with applicable law, and that you will immediately notify Company of any change in contact, certification, licensing or insurance information. You shall supply any documentation reasonably requested by Company, including but not limited to, a copy of your driver's license, vehicle registration, and proof of insurance, as well as any relevant professional certifications. All such documents must be valid and unexpired. Upon request, you must submit to a background screening conducted by Company for the sole purpose of verifying your credentials and/or references and eligibility to participate as a Driver or as otherwise required or permitted by applicable law. You understand and agree that you shall not be allowed to perform Deliveries if you are convicted for any of the crimes listed in California Business and Professions Code Sections 7458(c), any which conviction shall be deemed a Material Breach for purposes of termination of this Agreement as set forth in Section 17 below, or any other convictions for crimes as determined by the Company permitted under applicable law. You further understand and agree that if you are arrested for any crime listed in California Business and Professions Code Section 7458(d), you may be subject to suspension as described therein and such arrest may be deemed a Material Breach for purposes of termination of this Agreement as set forth in Section 17 below.

**4.4.** You assume complete responsibility for all Deliveries you accept and perform, including your treatment of any Seller Customer for whom you perform the Delivery, and for compliance with all laws, regulations, and professional ethical guidelines and standards pertaining to your provision of Deliveries and interactions with Seller Customers.

**4.5.** You shall not represent yourself to any Seller Customers or any other third parties that you are an employee, contractor or agent of Company or any Seller.

**4.6.** Subject to your compliance with the Agreement, you are not required to accept any minimum number of Delivery Opportunities in order to access the Marketplace as a Driver. You understand, however, that once you accept a Delivery Opportunity, you will be contractually bound to complete the Delivery for such Delivery Opportunity in accordance with the Agreement and any Seller-provided specifications. You also understand that the experiences Seller Customers have with your Deliveries and their interactions with you, as determined by Seller-Customer input, may affect your ability to continue to access and use the Marketplace.

**4.7.** You acknowledge and agree that neither Company (or our affiliates) nor any Seller guarantees the availability of Delivery Opportunities.

**4.8.** You acknowledge and agree that the Services (including access to the Marketplace, App or Platform) may be unavailable at any time and for any reason (e.g., due to scheduled or unscheduled maintenance or network failure). Further, access to the Services may be subject to limitation, delays and other problems inherent in the use of the Internet and electronic communications, and neither Company (or our affiliates) nor any Seller are or will be responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

**4.9.** You represent that you have reviewed the Company's Anti-Discrimination & Anti-Harassment Policy and Zero Tolerance Policy and will abide by such policies. You agree to undertake all mandatory safety training as directed by the Company in accordance with the laws of the state of California and acknowledge and agree that any safety product, feature, process, policy, standard, or other effort undertaken by the Company, or safety equipment provided by the Company, to further public safety is not an indicia of an employment or agency relationship between you and the Company. As an additional safety measure, and in compliance with California law, you may not perform Deliveries for more than 12 hours in any 24-hour period without a rest period of at least 6 straight hours during which no Deliveries are performed and you are otherwise not logged onto the Platform.

**5. NO EMPLOYMENT RELATIONSHIP.** Neither the Agreement nor your performance hereunder creates an association, partnership, joint venture or relationship of principal and agent, or employer or employee, between you and either Company or any Seller, or between your employees and agents and either Company or any Seller. You and Company each agree that you (and your employees and agents, if applicable) will not receive, unless

where otherwise required by law, any company-sponsored benefits from Company or any Seller where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401k participation. If you, your employees or agents, are reclassified by a state or federal agency or court as Company's employee, you, and your employees or agents, as applicable, will become a reclassified employee and will receive no benefits from Company, except those mandated by state or federal law, even if the terms of Company's benefit plans or programs in effect at the time of such reclassification would otherwise render you, or your employees or agents as eligible for such benefits. You acknowledge that it is your sole responsibility for complying with all federal, state and local tax filing and payment obligations that pertain to any remuneration received in connection with performing Delivery Services as processed by Company in connection with the Agreement, including your sole responsibility for all tax withholding, Social Security, Worker's Compensation Insurance, FICA, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions and other obligations or benefits (collectively "**Remuneration Responsibilities**") and you agree to indemnify and hold harmless Company in respect of any claims that may be made by the relevant authorities against Company in respect of Remuneration Responsibilities, or similar relating to the Delivery Services. You acknowledge that Company is not rendering legal, tax or investment advice, nor is Company a fiduciary of yours. Accordingly, you acknowledge that you may seek advice from an appropriate professional to comply with any and all applicable federal, state and local laws or ordinances.

## **6. INSURANCE**

**6.1. Vehicle.** To the extent you use a motor vehicle, bicycle, scooter, or any other method of transport to perform Delivery Services pursuant to the Agreement, you agree to maintain at your sole expense, during the term of the Agreement, automobile liability insurance or similar, to provide protection against bodily injury and property damage to third parties at levels of coverage that satisfy, at a minimum, the minimum requirements to operate a private passenger vehicle or similar on the public roads within the jurisdiction in which you provide the Delivery Services, unless applicable law requires additional coverage in connection with your provision of the Delivery Services, in which case you agree to meet those additional coverage requirements. You are responsible for determining what those levels are. Failure to maintain adequate coverage will be considered a material breach of the Agreement. The coverage you maintain must include any no-fault coverage required by law that may not be waived by an insured. You shall provide Company a copy of your insurance policy, policy declaration, proof of insurance identification card and proof of premium payment for the insurance policy required by this Section 6.1 upon request. You also must provide Company a written notice of cancellation of any insurance policy required by the Agreement. You must be the named insured or individually rated driver for which a premium is charged, on the insurance policy required by this Section 6.1.

**6.2. Workers' Compensation Insurance.** During the term of the Agreement, you shall maintain workers' compensation insurance as required by all applicable laws. Except as otherwise provided by law, neither Company (or our affiliates) or any Seller will cover you and any of your employees under our or their workers' compensation policies. You may choose to obtain other insurance plans, such as occupational accident insurance, if permitted by applicable law, in place of workers' compensation insurance.

**6.3. Aggregate Liability Coverage.** You represent, warrant and covenant that you have and will maintain during the term of the Agreement aggregate levels of liability insurance coverage that are adequate to protect your business from the risk that providing Deliveries may entail given the nature and scope of your services, products and business. Without limiting the foregoing, you represent and warrant that such aggregate liability coverage is reasonable and customary in the industry for entities of comparable size and activities. You acknowledge and agree that you are not relying upon Company or any Sellers for advice or coverage related to insurance required to engage in the Marketplace and to perform Deliveries.

**6.4. Occupational Accident Insurance.** The Company will provide occupational accident insurance to cover certain medical expenses and lost income resulting from injuries suffered by you while providing Deliveries to fulfil Delivery Opportunities accepted through the Marketplace. Occupational accident insurance includes (i) coverage for medical expenses incurred, up to one million dollars (\$1,000,000); and (ii) Disability payments equal to sixty-six percent (66%) of Your Average Weekly Earnings as of the date of injury, with minimum and maximum weekly payment rates to be determined in accordance with subdivision (a) of Section 4453 of the California Labor Code for the first 104 weeks following the injury. Under the law, "Average Weekly Earnings" would be your total

earnings from all network companies, including Company, during the twenty-eight (28) days prior to the covered accident divided by four. Please refer to the specific terms and conditions of such coverage for more details.

**6.5. Healthcare Subsidy.** As a Driver, you may be eligible to receive a healthcare subsidy from Company, provided you (i) are enrolled in a qualifying health plan, (ii) meet average minimum active and engaged hour requirements over the calendar quarter, and (iii) provide Company with proof of enrollment when requested.

**6.6. Other Insurance.** Except as otherwise provided in this Section 6, on a continuing basis and to the extent required by applicable law, you shall be solely responsible for securing and paying: (i) disability insurance, health insurance, and/or other similar insurance; (ii) unemployment or other similar insurance contributions; and (iii) all other necessary liability insurance. YOU UNDERSTAND THAT EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6 NEITHER COMPANY NOR SELLERS PROVIDE DRIVERS WITH ANY INSURANCE COVERAGE, AND THAT YOU ARE NOT ENTITLED TO RECEIVE SUCH INSURANCE COVERAGE FROM COMPANY OR ANY SELLER. YOU FURTHER UNDERSTAND THAT ITEMS LISTED IN THIS SECTION 6 MAY BE REQUIRED IN YOUR JURISDICTION, AND YOU AGREES THAT IT IS YOUR RESPONSIBILITY TO DETERMINE IF ANY OF THE ABOVE IS REQUIRED. You shall promptly notify Company of any accident that occurs in connection with your Deliveries and to cooperate with Company or its designee in reviewing such accidents, including by providing Company with all related documentation.

## **7. SUBCONTRACTING AND APPOINTMENT.**

**7.1. Subcontracting.** Nothing in the Agreement prohibits you, to the extent permitted by law and subject to the terms of the Agreement, from hiring, subcontracting, or otherwise engaging any other person (each, a “**Subcontractor**”) to assist you with the performance of a Delivery, provided that any such Subcontractor accepts the terms of the Agreement and separately completes the Account creation process with Company, including, without limitation, the Company’s background checking process. You shall bear sole responsibility for the direction and control over any Subcontractor you engage and use to perform a Delivery. Specifically, to the extent you engage a Subcontractor, unless otherwise mandated by law, you assume full and sole responsibility for the payment of all amounts due or required to be withheld from Subcontractor(s) for work performed while making Deliveries, including but not limited to any wages, benefits and expenses, state and federal income tax withholdings, unemployment insurance contributions, and/or social security taxes. Neither Company (or its affiliates) nor any Seller shall have responsibility for money or obligations you may owe Subcontractor(s), and neither you nor any Subcontractor(s) shall participate in or receive any wages or other benefits available to Company or Sellers’ employees. The parties acknowledge and agree that any provisions of the Agreement reserving ultimate authority for Company have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof, and/or to ensure the safety of Company for Sellers and Seller Customers.

**7.2. Appointment.** Notwithstanding paragraph 5, above, and subject to any other limitations herein regarding the absence of an agency relationship between the Driver and Company, Driver agrees that for the limited purpose of facilitating applicable cash deliveries under the Services that Driver accepts Coastal Community Bank’s appointment of Driver as agent of Coastal Community Bank for such limited purpose. Driver further agrees to fully cooperate with any good faith investigation or inquiry initiated by or on behalf of Coastal Community Bank related to a cash delivery the Driver performed under this Agreement, including by responding to questions, providing relevant documentation in the Driver’s possession, and participating in interviews if requested.

## **8. PAYMENT**

**8.1. Driver Fees; Pricing.** You will earn a fee for the Deliveries you complete in response to any Delivery Opportunity you accept through the Marketplace on a per-Delivery basis at the rates specified in the App when you accept the Delivery Opportunity, as well as any applicable incentives, adjustments, or bonuses for which you are eligible and have earned, and any other fee explicitly offered to You through the Marketplace or otherwise required by law (the “**Driver Fee**”), plus any gratuities awarded by Seller Customers for Deliveries you make. You understand and agree that rates paid for Driver Fees may vary depending on the geographic location in which you make the Deliveries. In addition to the Driver Fees you earn and any gratuities awarded by Seller Customers for your Deliveries, from time to time, you may be eligible to receive offers and rewards that Company makes available. Company applies available offers and rewards only when the eligibility criteria for the offer or reward, as applicable, is satisfied. Company may adjust the rates it uses to calculate Driver Fees, at any time, by publishing any

such changes on the App. By accepting any Delivery Opportunity or otherwise making a Delivery after the publication of such adjustments, you will be deemed to have agreed to accept such changes. In all cases, any negotiated variations from the published fee structure on the App must be approved in writing by an authorized representative of Company.

**8.2. Payment.** To receive payments for Deliveries you complete, you are required to create an account to connect with our then-current payment processor (“**Payment Processor**”). Payment processing services for Drivers are currently provided by Stripe and are subject to the Stripe Connected Account Agreement which includes the Stripe Terms of Services available at <https://stripe.com/us/terms> and Privacy Policy available at <https://stripe.com/us/privacy> (collectively, the “**Stripe Services Agreement**”). When you complete a Delivery in accordance with these Terms, payment to you will be routed to the bank account or other similar account associated with your Stripe account in an amount equal to your Driver Fee, as further explained at the [Delivery Partner Resource Hub](#). You may have the opportunity to elect when you will receive payment, but in no event will you be paid more than two weeks after the completion of a Delivery, subject to the Agreement.

**8.3. No Fees for Access to Marketplace.** At this time, there is no fee for Drivers to use the Services or to access the Marketplace. Company reserves the right to change its fees structure by providing sixty (60) days’ notice prior to such changes taking effect.

## **9. CONFIDENTIAL INFORMATION**

**9.1. Definition; Obligations.** “**Confidential Information**” means any non-public and proprietary information provided by Company to Driver hereunder that relates to Company, its business, Sellers, Seller Customers and any other information that reasonably would be deemed confidential in nature. Driver agrees that it will not use or disclose to any third party any Confidential Information of Company, except as expressly permitted under this Agreement. Driver will protect Company’s Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Without limiting the generality of the foregoing, Driver acknowledges that all contact information related to Seller Customers (“**Seller Customer Contact Information**”) is Company’s Confidential Information. Driver shall not collect, store, record, reproduce, transfer, disclose, or use, or cause, authorize, or permit any person to undertake any of the foregoing, with respect to any Seller Customer Contact Information, other than as strictly necessary to perform Deliveries in accordance with the terms and conditions of the Agreement.

**9.2. Additional Obligations.** Upon termination of the Agreement, or at any other time upon request by Company, you shall return to Company or destroy any information in your possession, including information you obtained about any Sellers and Seller Customers through the Services or as a result of performing Deliveries in response to Delivery Opportunities you accepted through the Marketplace **USER CONTENT**

**10. User Content and Biometric Data.** “**User Content**” means any and all information and content that a Driver or a Seller Customer (through Seller’s access to the Marketplace) submits to, or uses with, the Marketplace or other components of the Services, including information and content about Seller Customers that is made available through Seller’s access to the Marketplace. Your User Content includes any information you include in your Driver Profile, content you upload into or create through use of a feature on the Services, the content of any messages you create using in-app messaging features within the Services). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate Section 10. You further represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Content. You may not represent or



imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates Section 10. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

**10.1. License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of providing the Services and using your User Content for the Marketplace, including by making the User Content you upload into the messaging feature of the Services available to Seller Customers with whom you interact. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**10.2. Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate Section 11 or any other provision of the Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 17, and/or reporting you to law enforcement authorities.

**10.3. Feedback.** If you provide Company with any feedback or suggestions regarding the Marketplace or any other part of the Services (collectively, “**Feedback**”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

**10.4. Biometric Data.** Company may collect biometric identifiers and biometric information including, but not limited to facial recognition and geolocation data. Such data may be collected and used for the following purposes: identity verification and access control, compliance with company policies or legal and regulatory requirements, location tracking for operational, logistical, or safety-related purposes. All biometric and geolocation data will be stored in a secure manner and retained only as long as necessary to fulfill the purpose outlined above or as required by law. Upon expiration of the retention period, data will be permanently destroyed in a secure manner. Company will not sell, lease, trade, or otherwise profit from biometric or geolocation data. Such data will not be disclosed to third parties unless required by law or legal process, necessary for authorized service providers under binding confidentiality obligations, or explicitly authorized by you in writing. To access the Services, I voluntarily consent to the collection, use, storage, and disclosure of my biometric identifiers, biometric information, and geolocation data as described above. I understand that I may revoke this consent at any time by providing written notice to the Company, although revocation may affect my ability to access certain systems, facilities, or perform the Services.

**11. ACCEPTABLE USE POLICY.** When accessing and using the technology made available by Company to enable your use of the Services, you may not: (a) use the App or Platform to upload, transmit, display, or distribute any User Content that (i) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party, or is otherwise objectionable; (b) upload, transmit, or distribute to or through the App or Platform any computer viruses, worms, or any software intended to damage or alter a computer system or data; (c) send through the App or Platform unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (d) abuse any personal information that you receive through your use of the App or Platform, such as to harvest, collect, gather or assemble information or data regarding Sellers, Seller Customers, or other Drivers, including e-mail addresses, without their consent; (e) interfere with, disrupt, or create an undue burden on servers or networks connected to the App or Platform, or violate the regulations, policies or procedures of such networks; (f) attempt to gain unauthorized

access to the any part of the Services (or to other computer systems or networks connected to or used together with the any part thereof), whether through password mining or any other means; (g) interfere with any other user's use and enjoyment of the Services; (h) impersonate any person or entity, including any employee or representative of Company; or (i) use software or automated agents or scripts to produce multiple accounts on the App or Platform, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the App or Platform (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

## **12. COMPANY COMMUNICATIONS**

**12.1. Generally.** You may have the opportunity to provide us with your telephone number or e-mail address when you create an Account on the Platform. By providing your telephone number or email address to us, you consent to receiving texts, phone calls, and email communications from Company. Communications from us, Sellers, and our affiliated companies may include but are not limited to: communications related to Delivery Opportunities and other communications related to our Marketplace and other offerings and services,.

**12.2.** If we send marketing or promotional email communications to you by email, you will have the ability to opt out of receiving such communications by following the instructions in this section. If we send marketing or promotional communications by call or text, you can opt out of receiving such messages by responding directly to the telephone number that contacted you, or by emailing us at [partners@gopuff.com](mailto:partners@gopuff.com). YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL CALLS, TEXTS, OR EMAILS AS A CONDITION OF USING OUR SERVICES. IF YOU WISH TO OPT OUT OF RECEIVING PROMOTIONAL CALLS, TEXTS, OR EMAIL COMMUNICATIONS FROM US, YOU CAN UNSUBSCRIBE FROM TEXTS AND CALLS BY FOLLOWING THE INSTRUCTIONS IN THIS SECTION, AND YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

**12.3. Electronic Communications.** The communications between you and Company may take place via electronic means, whether engaging with Company on the App or Platform or sending Company e-mails, or whether Company posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were to be in writing. The foregoing does not affect your non-waivable statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

**13. INDEMNIFICATION.** You agree to indemnify and hold Company and Sellers (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim, demand, action or proceeding made by any third party due to or arising out of (a) your use of the Services, (b) your User Content, (c) any liability arising in connection with your breach of, or failure to comply with, the terms and conditions of the Agreement, (d) your performance of Deliveries, including but not limited to, personal injury or death of any person (including self), (e) any liability of you or us for the payment or non-payment of federal, state, or local taxes or other withholdings involving you, including, but not limited to, payroll taxes, self-employment taxes, works' compensation premiums, social security contributions, or any other contributions imposed or required under federal, state, or local law. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **14. THIRD-PARTY LINKS AND APPLICATIONS; SELLERS AND SELLER CUSTOMERS**

**14.1. Third-Party Links and Applications.** The Services may contain links to third-party websites, applications, and services (collectively, "**Third-Party Links and Applications**"). Such Third-Party Links and Applications are not under the control of Company, and Company is not responsible for any Third-Party Links and Applications. Company provides access to these Third-Party Links and Applications only as a convenience to you,

and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links and Applications. You use all Third-Party Links and Applications at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links and Applications, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links and Applications.

**14.2. Sellers and Seller Customers.** Through the Services, you will have the opportunity to interact with the Seller Customers associated with any Driver Opportunity that you accept via the Marketplace. To the extent a Seller Customer makes its User Content available to you via the Marketplace, that Seller Customer is solely responsible for such content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with Seller Customers are solely between you and such Seller Customers. You agree that neither Company nor Sellers will be responsible for any loss or damage incurred as the result of any such interactions.

## **15. ASSUMPTION OF RISK; RELEASE**

**15.1. Assumption of Risk.** You assume all risk when using the Services, including but not limited to all risks associated with any online or offline interactions with Seller Customers. You agree to take all necessary precautions when interacting with Seller Customers and third parties. I FURTHER UNDERSTAND THAT HANDLING AND TRANSPORTING HOT BEVERAGES CARRIES INHERENT RISKS, INCLUDING, BUT NOT LIMITED TO, BURNS, SCALDING, OR PROPERTY DAMAGE DUE TO SPILLS OR LEAKS. I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH HANDLING AND DELIVERING HOT BEVERAGES AND THE ASSUMPTION OF SUCH RISK IS A CONDITION OF CONTINUED ACCESS TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, AND HOLD HARMLESS COMPANY, INCLUDING ITS OWNERS, MANAGERS, EMPLOYEES, AND AFFILIATES, FROM ANY AND ALL LIABILITY, CLAIMS, OR DAMAGES ARISING FROM INJURIES OR LOSSES SUSTAINED WHILE HANDLING OR TRANSPORTING HOT BEVERAGES IN CONNECTION WITH A DELIVERY OPPORTUNITY.

**15.2. Release.** You hereby release and forever discharge Company and Sellers (and our and their officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including interactions with any Seller Customers or any Third-Party Links and Applications). If you are a California resident, you hereby waive California Civil Code 1542 in connection with the foregoing, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by Company or for fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

## **16. DISCLAIMERS**

**16.1. Generally.** THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND NO GUARANTEES REGARDING OUTCOMES OR PERFORMANCE. WE HAVE NO LIABILITY FOR RESULTS IN CONNECTION WITH THE SERVICES OR THE ACTIONS OR OMISSIONS OF ANY SELLER OR SELLER CUSTOMER, INCLUDING WITH RESPECT TO ANY DELIVERIES, OR INTERACTIONS WITH SELLER CUSTOMERS FACILITATED THROUGH THE MARKETPLACE, OR THE ACTIONS, ERRORS, OR OMISSIONS OF ANY OTHER SELLER OR SELLER CUSTOMER. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT WHETHER PROVIDED BY COMPANY, ANY SELLER OR SELLER CUSTOMER. COMPANY (AND OUR SUPPLIERS AND SELLERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND SELLERS) MAKE NO WARRANTY THAT THE SERVICES OR ANY PART THEREOF WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**16.2. Additional Disclaimers.** THE MARKETPLACE IS INTENDED TO BE USED TO FACILITATE CONNECTIONS BETWEEN DRIVERS AND SELLERS FOR THE PURPOSES OF ARRANGING DELIVERIES FOR SELLER CUSTOMERS. AS A DRIVER, YOU ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ANY SELLER HAS ANY RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY DELIVERY OPPORTUNITY OR ANY DELIVERY YOU COMPLETE OR FAIL TO COMPLETE. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT NEITHER COMPANY NOR ANY SELLER IS RESPONSIBLE FOR ANY IN-PERSON MEETINGS THAT OCCUR BETWEEN YOU AND SELLER CUSTOMERS AS A RESULT OF YOUR USE OF THE MARKETPLACE, INCLUDING THE CONDUCT OF SELLER CUSTOMERS OR OTHER THIRD PARTIES AT SUCH IN-PERSON MEETINGS AND INTERACTIONS AND THAT THE RISK OF INJURY FROM SELLER CUSTOMERS OR THIRD PARTIES RESTS ENTIRELY WITH YOU. NEITHER COMPANY NOR ANY SELLER IS RESPONSIBLE FOR YOUR SAFETY AT THE DELIVERY LOCATIONS SELECTED BY YOU OR ANY SELLER CUSTOMER, OR ANY ILLEGAL ACTIVITY, VIOLENCE OR ANY OTHER HARM OR DAMAGE TO YOU.

### **16.3. LIMITATION ON LIABILITY**

16.3.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS OR ANY SELLER) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES OR ANY PART THEREOF, ANY DELIVERIES FACILITATED VIA THE SERVICES, OR THE ACTIONS, ERRORS OR OMISSIONS OF ANY SELLER OR SELLER CUSTOMER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, WHETHER TO FACILITATE DELIVERIES OR OTHERWISE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

16.3.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT, THE SERVICES, ANY DELIVERIES OR THE ACTIONS, ERRORS, OR OMISSIONS OF ANY SELLER OR SELLER CUSTOMER (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY (\$50) DOLLARS AND (B) THE TOTAL DRIVER FEES EARNED BY YOU IN CONNECTION WITH DELIVERIES YOU HAVE COMPLETED IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS AND SELLERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THE AGREEMENT.

16.3.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

**17. TERM AND TERMINATION.** Subject to this Section 17, the Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) with written notice to you if we determine that you have breached any material term of this Agreement or otherwise as set forth in the Community Guidelines or Section 17.1 below (a “**Material Breach**”). Any termination of this Agreement by us is subject to your right to appeal such termination to the Company. Requests for appeal must be directed to [driverengagement@gopuff.com](mailto:driverengagement@gopuff.com) within 10 business days, as described more fully at the [Delivery Partner Resource Hub](#). Upon timely submission of the appeal request, the Company will notify you of any

additional appeal procedures. Upon termination of your rights under the Agreement, your Account and right to access and use the Services will terminate immediately, subject to the appeals procedure described above. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under the Agreement, including for termination of your Account or deletion of your User Content. Even after your rights under the Agreement are terminated, the following provisions of the Agreement will remain in effect: Sections 2.4, 2.5, 2.6, 3.3, 4 - 21 as well as any other provisions in the Supplemental Terms (if any) that survive by their terms.

**17.1. Material Breach.** A Material Breach of this Agreement shall include, but is not limited to, the following:

- a. Failure to abide by the terms of this Agreement;
- b. Violation of any applicable Company policies including, but not limited to, those set forth in the Community Guidelines;
- c. Engagement in any unlawful conduct that directly or indirectly relates to or affects the Company, Marketplace, or Services;
- d. Failure to maintain required insurance coverage;
- e. Engagement in any conduct that may negatively affect the reputation or business of the Company, Marketplace, or Services;
- f. Use or sale of alcohol or illegal drugs while engaged in the Delivery Services; and
- g. Violation by you of applicable state law and/or possession of deficient and/or misrepresented credentials, or the Company's reasonable belief that any of the aforementioned has occurred.

## **18. ARBITRATION CLAUSE AND CLASS ACTION WAIVER**

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION CAREFULLY. IT REQUIRES THAT YOU AND COMPANY ARBITRATE DISPUTES AGAINST EACH OTHER, INCLUDING ANY DISPUTES THAT ARISE UNDER THE AGREEMENT. THIS SECTION 18 ALSO CONTAINS A REPRESENTATIVE AND CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

**18.1. Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Company agree that any disagreement, controversy, or claim arising out of or relating in any way the Agreement, your access to or use of the Services, including the Marketplace, your acceptance of any Delivery Opportunity and your obligation or performance of any Delivery in connection therewith, the classification of your relationship with Company, and all other aspects of your relationship with Company, past, present, or future (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (a) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (b) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, a Dispute may include any disagreement, controversy, or claim that arose or involves facts occurring before the existence of this or any prior versions of the Agreement as well as any disagreement, controversy, or claim that may arise after the termination of these Agreement.

**18.2. Informal Dispute Resolution.** In the event a Dispute arises, you and Company shall participate in good faith informal efforts to resolve the Dispute before starting an arbitration or initiating an action in small claims court ("**Informal Dispute Resolution**"). The Informal Dispute Resolution process lasts sixty (60) days and is a mandatory precondition to commencing arbitration. You and Company agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate. To initiate Informal Dispute Resolution, a party must give notice in writing to the other party

("Informal Arbitration Notice"). Such notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@gopuff.com. The company will send notice to your address on file. The Informal Arbitration Notice must include: (a) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (b) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (c) a description of the Dispute. Company will send any Informal Arbitration Notice to your email address or regular address on file. The Informal Dispute Resolution Conference will occur between thirty (30) and sixty (60) days after the other party's receipt of the Informal Arbitration Notice, unless an extension is mutually agreed upon by the parties in writing. The Informal Dispute Resolution Conference will be individualized such that a separate conference must be held each time a party initiates Dispute Resolution for a Dispute. Multiple Drivers or former multiple Drivers initiating claims may not participate in the same informal telephonic dispute resolution conference even if the same law firm or group of law firms represents multiple Drivers in similar cases, unless all parties agree; multiple Drivers initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the interval between the party receiving an Informal Dispute Notice and the Informal Dispute Resolution Conference taking place("Negotiation Period"), nothing in either this Arbitration Agreement or the Agreement will prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. The statute of limitations and any filing fee deadlines will be tolled while the parties engage in Informal Dispute Resolution.

**18.3. WAIVER OF JURY TRIAL – PLEASE READ.** YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 18.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**18.4. WAIVER OF CLASS AND OTHER NON-INDIVIDUALIZED RELIEF – PLEASE READ**

YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 18.13 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE DRIVER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER DRIVER. Subject to this Arbitration Agreement, the Arbitrator (as defined herein) may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this Section 18.4 (Waiver of Class and Other Non-Individualized Relief) is intended to, nor will it, affect the terms and conditions under Section 18.13 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this Section 18.4 (Waiver of Class and Other Non-Individualized Relief), are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) will be severed from the arbitration and may be litigated in the state or federal courts located in the California. All other Disputes will be arbitrated or litigated in small claims court. This Section 18.4 (Waiver of Class and Other Non-Individualized Relief) does not prevent you or Company from participating in a class-wide settlement of claims.

**18.5. Rules and Forum.** The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1–16) (the "FAA"), will exclusively govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. You and Company agree that the Agreement is not one of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of section 1 of the FAA.

If a court of competent jurisdiction determines that the FAA does not apply, then, and only in that event, will the law of arbitration of the State you last completed a Delivery apply. Except as provided in the Section 18.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed

and the remainder of this Arbitration Agreement will be enforceable to the fullest extent permitted by law. Disputes between the parties that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by another Act of Congress are excluded from the coverage of this Arbitration Agreement. Regardless of any other terms of this Arbitration Agreement or the Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Agreement or the Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement. This Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements. Nothing in this Arbitration Agreement or the broader Agreement prevents you from notifying any state agency, other public prosecutor, law enforcement agency, or any other governmental entity of any alleged violation of law. To the extent the parties have both arbitrable and non-arbitrable disputes that are related, the arbitrable disputes will proceed first in arbitration and the non-arbitrable disputes will be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

Except as otherwise provided, this Arbitration Agreement also applies without limitation to all disputes between Driver and Company, including, but not limited to, any dispute, controversy, or claim arising out of relating to the Agreement or Driver's relationship with Company, including termination of the relationship or Driver's performance of, or failure to perform, any Delivery for an accepted Delivery Opportunity.

Any arbitration will be administered by JAMS (Judicial Arbitration & Mediation Services) pursuant to its Comprehensive Arbitration Rules and Procedures in effect at the time of arbitration ("**JAMS Rules**") (available at <http://jamsadr.com/rulescomprehensive-arbitration/>), except as supplemented, where applicable, by JAMS' Streamlined Arbitration Rules and Procedures, and as modified by this Arbitration Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS' Streamlined Arbitration Rules and Procedures in effect on the date of arbitration (available at <http://www.jamsadr.com/rules-streamlined-arbitration/>), except as modified by this Arbitration Agreement. JAMS' rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267.

A party who wishes to initiate arbitration must provide the other party with a written request for arbitration (the "**Request**"). The Request must include: (a) the name, telephone number, mailing address, e-mail address of the party seeking arbitration as well as the email address associated with any applicable Account; (b) a statement of the legal claims being asserted and the factual bases of those claims; (c) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (d) a statement certifying completion of the Informal Dispute Resolution process as described above; and (e) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. The Request must also include the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). The Request must be delivered to Company, Attn: Legal Department, 537 N. 3rd Street, Philadelphia, PA 19123.

If the party requesting arbitration is represented by counsel, the Request must also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request (a digital, electronic, copied, or facsimile signature is not sufficient). By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

**18.6. Location of Arbitration.** Unless Driver and Company otherwise agree, or the Batch Arbitration process subsection is triggered, the arbitration will be conducted in the county where you reside.

**18.7. Selection of the Arbitrator.** There will be one arbitrator (the "**Arbitrator**"). The Arbitrator will be selected by mutual agreement of Driver and Company. The Arbitrator will be an attorney licensed to practice in the

location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the parties cannot agree on an Arbitrator within thirty (30) days after the commencement of the arbitration, then the Arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS. either party will have the option of making the first strike.

**18.8. Fees.** Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Rules. The parties will bear their own attorneys' fees and costs in arbitration unless the Arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action will have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**18.9. Authority of Arbitrator.** The Arbitrator will have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (a) all Disputes arising out of or relating to the Section 18.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of such section is unenforceable, illegal, void or voidable, or that such section has been breached, will be decided by a court of competent jurisdiction and not by an arbitrator; (b) except as expressly contemplated in the Section 18.13 (Batch Arbitration), all Disputes about the payment of arbitration fees will be decided only by a court of competent jurisdiction and not by an arbitrator; (c) all Disputes about whether either party has satisfied any condition precedent to arbitration will be decided only by a court of competent jurisdiction and not by an arbitrator; and (d) all Disputes about which version of the Arbitration Agreement applies will be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the Section 18.13 (Batch Arbitration). The Arbitrator will have the authority to grant motions dispositive of all or part of any Dispute. The Arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the Arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Except as provided in the Section 18.4 (Waiver of Class or Other Non-Individualized Relief) the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, including but not limited to the imposition of sanctions under Federal Rules of Civil Procedure or any other state-law equivalent, but will not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator will apply the state or federal substantive law, or both, as is applicable.

Notwithstanding the foregoing, the parties may seek temporary or preliminary injunctive relief from a court in accordance with the terms of the Arbitration Agreement and the Agreement. If a party seeks temporary or preliminary injunctive relief from a court in accordance with the terms of the Arbitration Agreement and the Agreement, or if you opt out of the Arbitration Agreement, you agree that any and all claims arising out of or relating to the Agreement will be brought in or removed to a court of competent jurisdiction in the county (or comparable governmental unit) in which you (or, if you are no longer using the Services) last reside. You consent to the personal jurisdiction of the courts identified above. You waive (i) any objection to jurisdiction or venue, and (ii) any defense claiming lack of jurisdiction or venue, in any action brought in the courts identified above.

**18.10. Confidentiality.** You and Company agree that all materials and documents exchanged during the arbitration proceedings will be kept confidential and will not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential. During the arbitration, the amount of any



settlement offer made by you or Company must not be disclosed to the Arbitrator until after the Arbitrator makes a final decision and award, if any.

**18.11. Negotiations.** Both parties agree not to oppose or interfere with any negotiations between the other party and the arbitration provider, an arbitration administrator, or an individual Arbitrator, relating to the negotiating party's portion of the fees. The Arbitrator, however, may disallow any private agreement between the arbitration provider or an arbitration administrator, on the one hand, and the negotiating party, on the other hand, if the Arbitrator believes that the private agreement undermines their neutrality as Arbitrator.

**18.12. Expiration.** You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable state or federal statute of limitation for that Dispute, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**18.13. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are twenty-five (25) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the JAMs will (a) administer the arbitration demands in batches of twenty-five (25) Requests per batch (plus, to the extent there are less than twenty-five (25) Requests left over after the batching described above, a final batch consisting of the remaining Requests); (b) appoint one Arbitrator for each batch; and (c) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the Arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and the JAMS will appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees will be paid by Company.

You and Company agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Section 18.13(Batch Arbitration) will in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this section.

**18.14. Right to Consult with Counsel.** You have the right to consult with counsel of your choice concerning the Agreement, including this Arbitration Agreement, and to be represented by counsel at any stage during the arbitration process. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes covered by the Agreement, including this Arbitration Agreement.

**18.15. 30-Day Right to Out of This Arbitration Agreement.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to: GBL California, LLC, Attn: Legal Department, 537 N. 3<sup>rd</sup> Street, Philadelphia, PA 19123, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Agreement will continue to apply to you. In order to be effective, you must be an active Driver in good standing. You will not be subject to retaliation as a consequence of a decision to opt out, and if you opt out, you may pursue available claims and remedies in a court

of law (but not arbitration). Should you not opt out within thirty (30) days after you accept this Arbitration Agreement, continuing your relationship with Company constitutes mutual acceptance by you and Company of this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with Company. The right to opt out described in this Section 18.15 applies only to this Arbitration Agreement and not any other provision of the Agreement. You may only opt out of this Arbitration Agreement on your own behalf, and neither you nor your agent or representative may opt out on behalf of any other Driver (except for Drivers with whom you share an Account).

**18.16. Full and Complete Agreement Related to Formal Resolution of Disputes; Enforcement.** This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes arising out of the Agreement. Except as provided in Section entitled 18.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of this Arbitration Agreement will continue in full force and effect.

## **19. APP STORE TERMS**

**19.1. Accessing and Downloading the App from iTunes.** You acknowledge and agree that the availability of certain aspects of any App we make available for download as part of the Services is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Google Play (the “**App Store**”). The following applies to any App Store-Sourced Application accessed through or downloaded from the Apple App Store:

19.1.1. You acknowledge and agree that: (a) the Agreement is concluded between you and Company only, and not Apple; and (b) Company, not Apple, is solely responsible for the App Store-Sourced Application and content thereof. Your use of the App Store-Sourced Application must comply with the App Store Terms of Service, and you agree to pay all fees (if any) charged by the App Store in connection with the App Store-Sourced Application.

19.1.2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support with respect to the App Store-Sourced Application, and Company, not the App Store, is solely responsible for any App that Company makes available as part of the Services, the content thereof, and warranty therefor.

19.1.3. In the event of any failure of the App Store-Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

19.1.4. You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store-Sourced Application or your possession and use of the App Store-Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store-Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

19.1.5. You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store-Sourced Application infringes that third party’s intellectual property rights, as between Company and Apple, Company, 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 the Agreement.

19.1.6. You and Company acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store-Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store-Sourced Application

against you as a third-party beneficiary thereof. Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store-Sourced Application.

## **20. GENERAL**

**20.1. Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**20.2. Force Majeure.** Company shall not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including, but not limited to, acts of God, epidemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor, or materials.

**20.3. Governing Law.** THE AGREEMENT AND ANY ACTION RELATED THERETO, INCLUDING WITH RESPECT TO ANY DELIVERIES OR INTERACTIONS FACILITATED THROUGH OR RESULTING FROM THE MARKETPLACE OR OTHER SERVICES, WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under the Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement, including with respect to any Deliveries made or interactions with Seller Customers, will be litigated exclusively in the state or federal courts located in California.

**20.4. Notice.** Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: 537 N. 3rd St., Philadelphia, PA 19123, Attn: Driver Operations. Such notice will be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**20.5. Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**20.6. Severability.** If any portion of the Agreement is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

**20.7. International Use.** The App, the Platform, and other parts of the Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that Company intends to announce such services or content in your country. The Services are controlled and offered by Company from our facilities in the United States of America. Company makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

**20.8. Export Control.** Components of the Services, including the App and Platform, may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

**20.9. Copyright/Trademark Information.** Copyright © 2023, GB California, LLC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Services are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks. All goodwill generated from the use of any of Company's Marks will inure to Company's benefit.

**20.10. Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at the contact information below. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In addition, in accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**20.11. Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

**20.12. Contact Information:**

GBL California, LLC  
537 N. 3<sup>rd</sup> Street, Philadelphia, PA 19123  
[partners@gopuff.com](mailto:partners@gopuff.com)