

Terms & Conditions

Last Updated: December 22, 2023

Welcome to Metropolitan Market! These Terms and Conditions ("**Agreement**") constitute an agreement between you and Metropolitan Market ("**Metropolitan Market**", "**we**", "**us**", "**our**"), concerning your access and use of our website located at <https://www.metropolitan-market.com> or other websites and/or applications owned and operated by us where this Agreement is posted, including any content, functionality, and services offered on or through those websites and/or applications ("**Sites**").

1. Acknowledgment and Agreement

Please read this Agreement carefully before accessing and/or using the Sites. By accessing and/or using the Sites, you agree to be bound by this Agreement. If you do not agree to this Agreement, you must not access and/or use the Sites.

2. Changes

Metropolitan Market reserves the right to make changes to this Agreement at any time and at our discretion. Any new feature or tools which are added to the Sites shall be subject to this Agreement, as amended. New versions of this Agreement will not apply retroactively, but shall immediately replace and supersede the previous Agreement upon posting. Your continued access and use of the Sites, or any part thereof, following the posting of the revised Agreement means that you accept and agree to the changes.

3. Arbitration Notice

YOU AGREE THAT DISPUTES BETWEEN YOU AND US, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, CONCERNING YOUR USE OF THE SITES, HOW OUR SITES OPERATE, OR ANY INFORMATION TRANSMITTED THROUGH THE SITES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. FOR MORE DETAILS ON THIS PROCESS, AND HOW YOU CAN OPT OUT OF ARBITRATION, SEE SECTION 19 BELOW.

4. Eligibility

By accessing and/or using the Sites, you represent that you are at least 18 years of age, or the age of consent in the jurisdiction in which you access and/or use the Sites. Metropolitan Market Sites are not directed to children under the age of 13. By using the Sites, you represent and warrant that:

- You can form a binding contract with Metropolitan Market;
- You are not a person who is barred from using the Sites under the laws of the United States or any other applicable jurisdiction (i.e., you do not appear on the U.S. Treasury Department list of Specially Designated Nationals or face any other similar prohibition); and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

Notice to Parents. If you have any concerns about Metropolitan Market or its related services, please contact us at 206.923.0740 or legal@goodfoodholdings.com.

5. Account Setup

To access and/or use certain functionality of the Sites, you will be required to create an account. You agree to provide true, accurate, current, and complete information about yourself when setting up an account.

You are responsible for the confidentiality of your account and any applicable passwords, and are fully responsible for all activities that occur under your account. Please notify Metropolitan Market immediately of any unauthorized use of your password or account, or any other breach of security. You further agree to be responsible for all charges resulting from the use of your account on the Sites, if any, including unauthorized use. We are not liable for any loss or damage resulting from your failure to comply with this Section. When signing in with applicable third-party services, you authorize us to access and use certain information from such services, including but not limited to your public profile. When you create an account, you agree to provide and maintain accurate, true, complete and current information about yourself as prompted by the Sites and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete, or outdated information, or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account and prohibit any and all current or future use of the Sites.

6. Account Termination

We reserve the right to terminate your account, at any time, with or without notice, for any conduct that we, in our sole discretion, determine is in violation of this Agreement, laws or regulations, or is otherwise harmful to another user of our Sites or other third-party interests.

7. Product Information and Pricing

While we endeavor to provide accurate product information on our Sites, such information is provided as a convenience to you and many times based on third-party information, and you should not rely solely on the product information presented on the Sites. You should always carefully read the labels, warnings, and directions before using or consuming a product and directly contact the product manufacturer for any questions. None of the entities associated with us nor product manufacturers assume any liability for inaccuracies, misstatements, or omissions related to any product information listed on the Sites. In addition, even though we make an effort to describe and display our products and services accurately on the Sites, products may be mispriced, described inaccurately, or unavailable and we may experience delay in updating such respective information on our Sites.

8. Nutritional Content

Any nutritional information about recipes or products provided on the Sites ("**Nutritional Content**") is based on the ingredients and cooking techniques as listed in the applicable recipe and does not include any additional ingredients you may add on your own. Nutritional Contents listed are based on averages and may vary. Metropolitan Market does not warrant the quality, completeness, or accuracy of any recipes provided on the Sites. The Sites may also provide information about food handling and preparation methods. **Please be advised consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illnesses, especially if you have certain medical conditions.**

9. Terms of Sale

All purchases through our Sites made by you, are governed by this Agreement.

- **Online Prices.** Pricing may differ depending on the fulfillment method you select, e.g., delivery or pickup. Not all of our locations may provide all methods of fulfillment, and any fulfillment method is subject to such location's available methods at the time of your order. Certain products, such as produce may be sold by weight, in which case, a representative cost per unit may be used to

calculate the estimated costs. The actual cost will be determined when the order is prepared for pickup or delivery and that cost will be reflected in the final total, which may be higher or lower than the estimate.

- **Service and Delivery Fees.** Purchases through the Sites may include a number of fees, including but not limited to a non-refundable service fee on all delivery and pickup orders, which will be included in the total at checkout, prior to you making any payment. Service fees may vary depending on several factors, including, but not limited to, order size, particular products purchased, and weight. Delivery fees may vary as well depending on the order and party fulfilling the order. Typically, a third party, including but not limited to Instacart, Amazon or DoorDash, will fulfill and deliver your order. In those cases, and unless expressly stated with a particular order, the third party charges non-refundable service and delivery fees, which will be included in the total at checkout, prior to you making any payment. Once you place your order with a third party or we transfer your order to a third party for delivery, your order will be subject to the terms, policies, actions or inactions of such third party, including any service and delivery fees that the third party charges. [1] The third party may also offer a subscription to delivery services on a recurring monthly or annual fee-paid basis, which may reduce or eliminate delivery or delivery and service fees on individual orders. Any subscription is subject to that third party's terms, policies, actions or inactions of that third party.
- **Fee Changes.** Metropolitan Market reserves the right to add, delete or change any fees or other charges applicable to online purchases at any time prior to a purchase being made.
- **Online Orders.** In locations where delivery or pickup service is offered, one or more fulfillment options may be available. The fulfillment options that are available to you will be displayed on the Sites. We may add or discontinue delivery and/or pickup services at any time, with or without notice. In addition, in some cases, a third party may provide a service on your behalf or independently, in which case, your order will be subject to the terms, policies, actions or inactions of that third party. In those cases, you may be transferred to a third party's website to place your order and take delivery from such third party (e.g., Instacart, Amazon or DoorDash), or your order may be transferred to a third party for delivery after it has been picked and packed by our personnel. In either case, once you place your order with a third party or we transfer your order to a third party for delivery, your order will be subject to the terms, policies, actions or inactions of such third party.
 1. **Placing Orders.** All orders must be placed online using your account and accurate information related to necessary information such as pickup time, delivery address, etc. Orders may be subject to minimum order requirements to the extent such requirements are in effect at the time the order is placed.
 2. **Payment.** By submitting an order through capabilities offered through the Sites, you agree to purchase the item(s) specified in your order. We will send you an electronic confirmation that your order has been received and the offer accepted, subject to our final confirmation of items purchased and the total price; however, we also reserve the right to cancel your order, in whole or in part, at any time in our sole discretion, and to refuse to provide delivery/pickup service for any order, in whole or in part. Subject to the foregoing, if your order is accepted, and not cancelled prior to delivery, Metropolitan Market will fulfill your order as directed in return for your payment, subject to the provisions of this Agreement. Additionally, by providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, you will be notified and your order may be suspended or cancelled if you do not resolve the issue promptly.
 3. **Taxes.** You are responsible for all applicable fees, taxes and charges, related to your online

purchase. All fees, taxes and charges will be provided in the total at checkout, prior to you making any payment.

- 4. Delivery/Pickup.** Available delivery or pickup dates and times, and associated fees, delivery/pickup offers and promotions, will be shown during the ordering and checkout process. Times are available on a first-come, first-served basis. If you are picking up your order, you are responsible for picking your order up at the appropriate time and from the appropriate store. Any pickup orders not claimed by the applicable store's closing time on the day they are ready for pickup will be canceled and the products restocked. We reserve the right to charge a restocking fee for orders that are restocked. We reserve the right to request that valid (non-expired, government issued) photo identification and/or the credit card used to place the applicable order be presented to the store attendant upon arrival to the designated pickup location for verification purposes.
- 5. Receiving a Delivery or Pickup Order.** Delivery orders without age-restricted products are delivered to the address you provide without the need for someone to be present to accept and/or sign. Pickup orders must be accepted by the customer who placed the order at the location selected for pickup. For verification purposes, we may request that you present your valid, government-issued photo identification and/or the payment card used for your pickup order. If your order contains alcoholic beverages, tobacco, and/or other age-restricted products, someone over the age of 21 must be present to accept and/or sign for delivery or pickup. Valid (non-expired, government issued) identification confirming the identity and age of the person accepting and signing for the delivery or pickup order will be required, regardless of age, where age-restricted products are in the order. The online purchased products will be retained by the delivery driver or by the store attendant for pickup orders, unless someone over the required minimum age is at the delivery address when the delivery or pickup is attempted. If there is no one of eligible age to accept the order on the selected delivery date, Metropolitan Market reserves the right to cancel the order. You will be responsible for contacting the appropriate Metropolitan Market customer service team, or third-party customer service team, to reschedule the delivery and answer any questions regarding your order status. We reserve the right to charge a restocking fee for orders that are restocked.
- 6. Responsibility for Items After Delivery/Pickup.** Metropolitan Market is not responsible for any orders once the order is picked up or delivered, including without limitation, for any theft, spoilage or damage.
- 7. Missing or Unfulfilled Orders.** If an order is unfulfilled or missing, you will need to contact the appropriate Metropolitan Market customer service team, or third-party customer service team, to reschedule the delivery and answer any questions.
- 8. Rescheduling Deliveries.** Scheduled deliveries may need to be rescheduled in the event weather, road conditions, unexpected delays, or other unforeseen and uncontrollable issues impede the ability to make any applicable delivery of an online order. If there will be a significant delay in delivering or preparing your order for pickup, we or a third party responsible for the order may (but are not obligated to) call, email or text you to let you know the status of your order. If your designated delivery location is inaccessible on the date and time specified for delivery (such as due to a street closure or other complications), we or a third party responsible for the order will provide you with a full refund of your order.

10. Conduct When Using the Sites

By accessing and/or using the Sites, you agree not to:

- Use the Sites for any purpose that runs contrary to this Agreement.
- Use the Sites in any manner contrary to local, state, federal, or international laws, including but not limited to using the Sites and the information contained therein to make determinations concerning

financial loan applications, employment, housing, access to public services, or other related services. You further agree you will not use the Sites for any illegal purpose or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the copyrights (rights of an owner of written material) or other intellectual property of others.

- Use the Sites for any commercial purpose without our prior written consent.
- Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted materials, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Sites without our prior written consent.
- Express or imply that any statements you make are endorsed by Metropolitan Market.
- Use any robot, bot, spider, crawler, scraper, site search / retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Sites or their content.
- Use the Sites in any way that could interfere with, disrupt or negatively affect the Sites or the servers or networks connected to the Sites.
- Upload viruses or other malicious code or otherwise compromise the security of the Sites.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Sites.
- "Frame" or "mirror" any part of the Sites without our prior written consent.
- Use meta tags or code or other devices containing any reference to Metropolitan Market (or any trademark, trade name, service mark, logo or slogan of Metropolitan Market) to direct any person to any other website for any purpose.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Sites, or cause others to do so.
- Use or develop any third-party application that interacts with the Sites without our prior written consent.
- Probe, scan, or test the vulnerability of our Sites or any system or network.
- Encourage or promote any activity that violates this Agreement.

We reserve the right to investigate, and take any available action in response to any unauthorized use of the Sites, including but not limited to termination of your account.

11. Links to Other Websites and Third Parties

Our Sites may contain links to third-party websites or services that are not owned or controlled by Metropolitan Market, such as links to news stories or other third parties. Metropolitan Market has no control over, and assumes no responsibility for the content, accuracy, privacy policies, or practices of any third-party websites or services so linked. Metropolitan Market strongly urges you to read the terms and conditions and privacy policies of any third-party website or services you visit.

12. Privacy

By agreeing to this Agreement, you also confirm that you have read and understand our Privacy Policy, available [here](#).

13. Copyright Infringement Policy

In alignment with the Digital Millennium Copyright Act ("DMCA"), we have established the procedure outlined below to address any alleged copyright infringement on the Sites. If you believe your work has been copied and has been posted on the Sites in a way that constitutes copyright infringement, you may

provide us with notice of your complaint by contacting us with the following information, in writing:

- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit us to locate the material;
- Your name, address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

After receiving a notification, we will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

14. Modifying the Sites / Termination

Metropolitan Market is always striving to improve its Sites and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time, as well as remove some features. If these actions do not materially impact your rights or obligations, we may not provide you with notice of these changes before making them. We may also suspend the Sites entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

Metropolitan Market may terminate your account at any time without notice if it believes that you have violated this Agreement.

15. Metropolitan Market's Rights

By creating an account, you grant to Metropolitan Market a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Google and Facebook, as well as any information you post, upload, display or otherwise make available (collectively, "**post**") on the Sites (collectively, "**Content**"). Metropolitan Market's license to your Content shall be non-exclusive, except that Metropolitan Market's license shall be exclusive with respect to derivative works created through use of the Sites. For example, Metropolitan Market would have an exclusive license to screenshots of the Sites that include your Content. In addition, so that Metropolitan Market can prevent the use of your Content outside of the Sites, you authorize Metropolitan Market to act on your behalf with respect to infringing uses of your Content taken from the Sites by other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Sites. Our license to your Content is subject to your rights under applicable law and is for the limited purpose of operating, developing, providing, and improving the Sites and researching and developing new ones.

You agree that Metropolitan Market may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond

to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Metropolitan Market or any other person.

16. Copyright, Trademark, and Other Intellectual Property

You acknowledge that the Sites and all materials on the Sites, including without limitation to the Sites' design, text, graphics, sounds, pictures, software and other files, its look and feel, and the selection and arrangement thereof (collectively, "**Materials**") are our property and are subject to and protected by United States and international copyright or other intellectual property laws and rights. The trademarks, service marks, trade dress, trade names, and logos contained on the Sites, including without limitation to trademarks registered in the United States (collectively, "**Marks**") are the sole property of Metropolitan Market. In addition, all page headers, custom graphics, and custom icons are Marks of Metropolitan Market.

Metropolitan Market grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Sites. This license is for the sole purpose of letting you use and enjoy the Sites as intended by Metropolitan Market, and as permitted by this Agreement. All rights not expressly granted herein are reserved by Metropolitan Market. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved. Site references to third parties or their copyrights, trademarks, or other intellectual property do not constitute or imply affiliation with, endorsement of, or recommendation of Metropolitan Market by the respective trademark owner(s), or by Metropolitan Market of the respective trademark owner(s).

17. Disclaimer of Warranties; Limitation of Liability, Indemnification

- **DISCLAIMER OF WARRANTIES.** SUBJECT TO APPLICABLE LAW, METROPOLITAN MARKET MAKES THE FOLLOWING DISCLAIMERS OF WARRANTIES. METROPOLITAN MARKET DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL PROVIDED ON THE SITES. METROPOLITAN MARKET DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL MADE AVAILABLE THROUGH THE SITES. METROPOLITAN MARKET DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM THE USE OF THE SITES. METROPOLITAN MARKET PROVIDES THE SITES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES WHATSOEVER. METROPOLITAN MARKET EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. METROPOLITAN MARKET FURTHER DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITES. METROPOLITAN MARKET FURTHER DISCLAIMS ANY WARRANTIES RELATING TO ANY INFORMATION OBTAINED THROUGH THE SITES, ANY LINKS PROVIDED BY THE SITES, AS WELL AS ANY INFORMATION RECEIVED THROUGH ANY OF THE LINKS PROVIDED IN THE SITES.
- **LIMITATION OF LIABILITY.** SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL METROPOLITAN MARKET BE LIABLE TO ANY USER OF THE SITES, OR ANY OTHER THIRD PARTY THAT HAS AGREED TO THIS AGREEMENT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES OR A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER CLAIM AVAILABLE UNDER APPLICABLE LAW, EVEN IF METROPOLITAN MARKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITES, FROM INABILITY TO USE THE SITES, OR FROM THE

INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITES (INCLUDING SUCH DAMAGES INCURRED BY ANY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH REGARD TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH THE SITES OR RECEIVED THROUGH LINKS PROVIDED ON THE SITES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SITES OR THROUGH LINKS PROVIDED ON THE SITES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST DATA, LOSS OF BUSINESS GOODWILL, LOSS OF REPUTATIONAL GOODWILL, OR OTHER SUCH DAMAGES. SUCH LIMITATION SHALL FURTHER APPLY WITH REGARD TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITES OR ANY INFORMATION THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO THE SITES. TO THE EXTENT ANY SUCH DAMAGES ARE REQUIRED BY APPLICABLE LAW, THEY SHALL BE CAPPED AT ONE HUNDRED DOLLARS (\$100) (US).

- **INDEMNITY.** YOU AGREE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS METROPOLITAN MARKET AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL COMPLAINTS, DEMANDS, CLAIMS, DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES), PENALTIES AND/OR OTHER EXPENSES, DUE TO, ARISING OUT OF, OR RELATING IN ANY WAY TO YOUR ACCESS OR USE OF THE SITES, OR YOUR VIOLATION OF THIS AGREEMENT.

18. Force Majeure

Under no circumstances shall Metropolitan Market be held responsible or liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war (including but not limited to cyber related events and/or occurrences attributed to state and/or quasi-state actors by either public or privacy organizations and/or entities and/or governments), governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, lighting, electricity, or air conditioning.

19. Dispute Resolution, Arbitration, Class-Action Waiver, and Jury Waiver

- The terms of this Section 19 shall apply to all Disputes between you and Metropolitan Market and shall apply, without limitation, to all Disputes that arose or were asserted before the Effective Date of this Agreement. For the purposes of this Section, "Dispute" shall mean any dispute, claim, controversy or action between you and Metropolitan Market arising under or relating to your use and/or accessing of the Sites, this Agreement, or any other transaction involving you and Metropolitan Market, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND METROPOLITAN MARKET AGREE THAT "DISPUTE" AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR Metropolitan Market FOR: (1) TRADE SECRET MISAPPROPRIATION; (2) PATENT INFRINGEMENT; (3) COPYRIGHT INFRINGEMENT OR MISUSE; AND (4) TRADEMARK INFRINGEMENT OR DILUTION.
- **Binding Arbitration.** You and Metropolitan Market agree: (1) to arbitrate all Disputes between you and Metropolitan Market pursuant to the provision of this Agreement; (2) this Agreement memorializes a transaction in interstate commerce; (3) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section (notwithstanding the choice-of-law provision contained herein); and (4) this Section shall survive termination of this Agreement.
- **Dispute Notice.** In the event of a Dispute, you or Metropolitan Market must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address,

and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to Metropolitan Market must be addressed to legal@goodfoodholdings.com ("Metropolitan Market Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you, or via email if we do not have any such address on file. If Metropolitan Market and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or Metropolitan Market may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each party agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

- **Small Claims Court.** Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state, municipality, province or territory if the action is within that court's jurisdiction and is pending only in that court.
- **WAIVER OF CLASS/REPRESENTATIVE ACTIONS AND CLASS/REPRESENTATIVE ARBITRATIONS.** YOU AND METROPOLITAN MARKET AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND METROPOLITAN MARKET AGREE THAT NO DISPUTE SHALL PROCEED BY WAY OF CLASS OR REPRESENTATIVE ARBITRATION WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES.
- **Arbitration Procedure.** If a party elects to commence arbitration, the arbitration shall be administered by the American Arbitration Association ("AAA") and be governed by the AAA Consumer Arbitration Rules ("AAA Rules"); except the AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- **Hearing Format.** Unless otherwise agreed, the arbitration shall take place in Bellevue, Washington, but may proceed telephonically in the event the total amount of the claim does not exceed \$2,500 U.S. dollars (if the claimant so chooses). In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by Metropolitan Market or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Metropolitan Market is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.
- **Arbitration Fees.** Metropolitan Market will pay, or (if applicable) reimburse you, for all AAA (as applicable) filing, administration, and arbitration fees for any arbitration commenced by you or Metropolitan Market pursuant to this Agreement. You are responsible for all additional costs that you

incur in the arbitration, including without limitation, fees for attorneys or expert witnesses.

- **Opt-Out.** You may elect to opt-out (exclude yourself) from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement by sending a written letter to the Metropolitan Market Notice Address above within thirty (30) calendar days of your initial agreement to this Agreement (including your first use and/or accessing of the Sites) that specifies: (1) your name; (2) your mailing address; (3) and your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with the procedures set forth above, all other terms of this Agreement shall continue to apply.
- **Amendments to this Section.** Notwithstanding any provision in this Agreement to the contrary, you and Metropolitan Market agree that if Metropolitan Market makes any material amendments to the dispute resolution procedure and class/representative action waiver provisions in this Agreement, Metropolitan Market will notify you and you will have thirty (30) calendar days from the date of notice to affirmatively opt-out of any such amendments by sending a written letter to the Metropolitan Market Notice Address that specifies: (1) your name; (2) your mailing address; and (3) your request to opt-out of such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in this Agreement, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.
- **Severability.** If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of this Agreement.
- **Exclusive Venue for Other Controversies.** Metropolitan Market and you agree that any controversy excluded from the dispute resolution procedure and class/representative action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the courts located within the State of Washington, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

20. Governing Law; Jurisdiction and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflict of laws provisions or the laws of your state. If for any reason a court of competent jurisdiction or arbitrator finds any provision or portion of this Agreement to be unenforceable, the remaining portion of this Agreement will continue in full force and effect.

21. Termination

This Agreement is effective until terminated either by Metropolitan Market or you. We, in our sole discretion, may suspend or terminate this Agreement at any time with or without notice, and may deny you access to the Sites or any portion thereof as a result. You may also terminate this Agreement at any time by discontinuing your use of the Sites and terminating your account. Upon termination of this Agreement by us or you, you must destroy all materials obtained from the Sites, including any and all copies of such materials whether made under this Agreement or otherwise.

22. Non-Assignability

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding upon, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

23. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action by you against Metropolitan Market arising from or relating to the use and/or accessing of the Sites must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action will be permanently barred.

24. Entire Agreement; Severability; Relationship

This Agreement constitutes the entire agreement between you and Metropolitan Market. If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of this Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. You agree that your Metropolitan Market account is non-transferable and all of your rights to your account terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement, and you may not make any representations on behalf of or bind Metropolitan Market.

25. Contact Us

If you have any questions about this Agreement, please contact us at legal@goodfoodholdings.com or 206.923.0740. Thank you.

[1] [Instacart's Terms of Service](#) govern your use of the Instacart services. [DoorDash's Terms and Conditions Agreement](#) govern your use of the DoorDash services. You should review these carefully prior to placing any order through either company.