



# Terms and Conditions of Service

**Last updated: December 29, 2025**

Welcome to the terms and conditions (“Terms and Conditions”) for CookUnity.com (“Site”) and our mobile applications (“App”) and the services offered therein (collectively as the “CookUnity Platform”), an application owned and operated by CookUnity Inc. (“CookUnity”, “We”, “Our”, “Us” or “Company”).

Please read the following terms and conditions carefully. By using the CookUnity Platform, you acknowledge that you have read, understand, and expressly agree to be legally bound by these terms and conditions.

**THE SECTION BELOW ENTITLED “DISPUTE RESOLUTION & BINDING ARBITRATION” CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND COOKUNITY MAY HAVE AGAINST EACH OTHER ARE RESOLVED. SPECIFICALLY, THIS SECTION SETS FORTH OUR ARBITRATION AGREEMENT, IN WHICH YOU AGREE THAT DISPUTES BETWEEN YOU AND COOKUNITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU FURTHER AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. MORE DETAILS, INCLUDING HOW TO OPT OUT OF THE ARBITRATION AGREEMENT, ARE DISCUSSED BELOW.**

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OR REGISTER FOR THE SERVICES PROVIDED ON THE COOKUNITY PLATFORM.

COOKUNITY OPERATES THIS SITE AND THE APP. BY CLICKING ON THE “PLACE ORDER” BUTTON, COMPLETING THE REGISTRATION PROCESS, OR ACCESSING OR USING SITE OR APP, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS AND CONDITIONS PERSONALLY OR ON BEHALF OF A COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THESE TERMS. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS SITE, THE APP, OR THE OFFERINGS (AS DEFINED BELOW)

We may update these Terms and Conditions from time to time at our sole discretion. If we make any material changes to these Terms and Conditions, we will provide you reasonable notice of the changes before they take effect. If you do not agree to these changes, you must cancel your subscription and stop using the CookUnity Platform. The modified Terms and Conditions will then become effective immediately following posting to the CookUnity Platform and you agree to the new posted Terms and Conditions by continuing your use of the Site, App and/or placing an order. Each time you use the Site, App or place an order, you reaffirm your acceptance of the then-current Terms and Conditions, and your agreement to be bound hereby. You are responsible for staying informed of any changes and are expected to check this page from time to time so you are aware of any changes. If you do not agree with the Terms and Conditions, you must stop using the CookUnity Platform and cancel your subscription.

## **What is CookUnity?**

The CookUnity Platform provides a means to enable professional chefs and restaurants to be matched with persons looking for tasty and home-made meals. We offer a community marketplace for them to connect. For purposes of these Terms and Conditions these services shall collectively be defined as the "Services". These Terms and Conditions will govern your use of and participation in the CookUnity Platform.

## **Eligibility**

Our Services are available only to and may only be used by individuals in the contiguous United States of America, excluding Alaska, Hawaii, Puerto Rico, and other U.S. Territories ("Serviced States") subject to delivery availability from the Company, who can form legally binding contracts under applicable law. At this time, we do not accept orders from individuals outside the Serviced States or from areas in which the Company is unable to effectuate delivery of Services. As such, by placing an order through our Site or App, you represent and warrant that you: (1) Are legally capable of entering into this Agreement; (2) Are at least 18 years old; (3) Are a resident of a Serviced State; and (4) Are accessing the Site or App from a Serviced State. By using the CookUnity Platform, you represent and warrant that you have the right, authority and capacity to agree to these terms and conditions.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password provided by you or CookUnity for accessing your account on the CookUnity Platform. You are solely and fully responsible for all activities that occur under your password or account.

CookUnity has no control over the use of any user's account and expressly disclaims any liability derived herefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you will contact CookUnity immediately.

## **Important Health Information & Medical Disclaimer**

People with certain conditions should have physician approval prior to starting any CookUnity program; these include but are not limited to people who: (a) are pregnant, (b) have anorexia or

bulimia, (c) have chronic kidney disease, (d) children under 17 years old, or (e) nursing mothers. People with these or any other serious health conditions should seek physician approval before starting any CookUnity Programs.

WE DO NOT PROVIDE PROFESSIONAL MEDICAL SERVICES OR ADVICE. COOKUNITY IS NOT A MEDICAL ORGANIZATION. THE SERVICES PROVIDED BY THE SITE AND/OR APP DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. NO DOCTOR- PATIENT RELATIONSHIP IS CREATED. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911. YOU SHOULD NOT CONSIDER THE SERVICES OR ANY INFORMATION OR DOCUMENTATION YOU RECEIVE FROM COOKUNITY AS MEDICAL ADVICE OF ANY KIND, AND THE SERVICES ARE NOT INTENDED TO DIAGNOSE OR TREAT ANY ILLNESS, DISEASE, OR ADVERSE MEDICAL CONDITION.

CookUnity is not a licensed medical care provider, and the Services are not medically supervised. You are urged and advised to seek the advice of a physician before beginning your use of the Services, and to get periodic medical check-ups as recommended by your primary-care physician. The Services are not intended for use by minors. If you are currently under the care of a healthcare professional or are living with a chronic health care condition, you represent that you have obtained the express approval from a healthcare professional to receive the Services before beginning. Never disregard professional medical advice or delay in seeking it because of something you have been told by CookUnity staff. The Services do not provide medical assistance or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information provided by CookUnity should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. You are urged and advised to seek the advice of a physician or medical professional for any questions you may have regarding your health before beginning any weight loss effort regimen, physical activities, or any other plans that may be referenced or discussed or offered under the Services. If you are being treated for an illness, taking a prescription medication, or following a therapeutic diet to treat a disease, it is especially urged to consult with your physician before using the Services. Each time you use the Services, you represent to us that you are not using the Services for the purpose of seeking medical attention. You further agree that, before using the Services, you shall consult your physician, particularly if you are at risk for problems resulting from exercise or changes in your diet. If any information you receive or obtain from using the Services is inconsistent with medical advice from your physician, you should follow the advice of your physician.

## **Weight Loss and Health Claims**

CookUnity provides weight loss and health information solely for informational purposes. Weight loss and health results are not guaranteed. Actual results will vary widely from individual to individual. By purchasing from CookUnity, you acknowledge that CookUnity does not make any claims, guarantees, explicit or implied, for any specific results. You also acknowledge that it is

possible to gain weight on a program. Failure to lose weight or meet your desired results will not be grounds for a refund or to seek any damages against CookUnity.

CookUnity does not imply, suggest or represent that any of our Services have been approved for any individual use by any doctors, medical staff, supervisors or CookUnity members.

**COOKUNITY PROGRAMS ARE NOT MEDICALLY SUPERVISED PROGRAMS. IF YOU HAVE ANY MEDICAL CONDITIONS, WE RECOMMEND YOU SEEK PHYSICIAN APPROVAL PRIOR TO STARTING A PROGRAM.**

## **Nutrition Information**

Please note that nutritional information on our site reflects recent updates to meals based on evolving ingredients. The nutritional information for meals at the time of their preparation is reflected on the labels on our meal containers, and we update this information, as needed, on a daily basis on our Site and App which is reflected on the labels on our meal containers.

## **Allergen Information**

Please note that the eight major allergens, as determined by the US food and drug administration, which are wheat, egg, soy, milk, tree nuts, peanuts, fish, and shellfish, are stored, portioned, and packaged in CookUnity's and our chef's facilities. You understand, acknowledge and agree that we store, portion and package these products, and while CookUnity takes precautions to limit any cross-contamination, cross-contamination may occur between food products, and thus, the respective meals, or the meal box, may contain some or all of the allergens listed. You are also solely responsible for knowing about any food allergies you may have and verifying the products and their contents before handling, preparing, using or consuming such products.

CookUnity does not represent or warrant that the nutrition, ingredient, allergen, and other product information on our Site or App is accurate or complete since this information is provided by the product manufacturers or suppliers and on occasion manufacturers may modify their products and update their labels. We recommend that you do not rely solely on the information presented on our site and that you consult the products label or contact CookUnity in order to provide information to contact the manufacturer directly if you have a specific dietary or allergic concern or question about a product.

## **Safe Food Handling And Preparation**

You should regularly review the USDA's regulations for the safe handling and preparation of food which can be found in the following link: [USDA Guidelines (opens in new tab) <https://www.fsis.usda.gov/food-safety/safe-food-handling-and-preparation>] (<https://www.fsis.usda.gov/food-safety/safe-food-handling-and-preparation>) (hereinafter, the "USDA Guidelines"), Upon delivery of food packages, food packages are solely at your risk. Therefore you are responsible for the adequate handling, storage, refrigeration, preparation (including storage, mixing, blending, and warming) of the meals as further detailed in the following title: "Disclaimer of Services Warranty, Limitation of Liability and Indemnification". We

highly recommend you to use a thermometer to measure the temperature of any poultry, fish or meat products that arrive in the insulated portion of the package, which in compliance with the said USDA Guidelines (as effective as today) should be at (or below) 41 degrees Fahrenheit.

CookUnity recommends that all warming and preparation instructions found in the food package label should be followed. If you have any questions and concerns regarding your meal or meal warming instructions please contact our customer service team at [\[support@cookunity.com\]](mailto:support@cookunity.com)(mailto:support@cookunity.com).

USDA Guidelines suggest you cook food the following way:

**Raw beef, pork, lamb and veal steaks, chops, and roasts:** to a minimum internal temperature of 145 °F as measured with a food thermometer before removing meat from the heat source. For safety and quality, allow meat to rest for at least three minutes before carving or consuming. For reasons of personal preference, you may choose to cook meat at higher temperatures.

**Ground meats:** Cook all raw ground beef, pork, lamb, and veal to an internal temperature of 160 °F as measured with a food thermometer.

**Poultry:** Cook all poultry to an internal temperature of 165 °F as measured with a food thermometer.

**Fish and Shellfish:** Cook all Fish and Shellfish to an internal temperature of 145°F as measured with a food thermometer.

For more information regarding safe handling and preparation of food, we recommend you to regularly review the USDA Guidelines. USDA guidelines may be modified or amended from time to time and these changes may not be reflected immediately in this terms and conditions.

## **Alcoholic Beverages**

You must be, and you must represent, warrant, and certify that you are, at least 21 years of age to purchase any alcoholic beverages. CookUnity serves only as a third-party marketer and is not, nor does it represent or warrant that it is, a licensed producer, distributor, or retailer of alcoholic beverages. All orders of alcoholic beverages are made to, accepted by, processed by, and fulfilled by a third-party alcoholic beverage licensed vendor or supplier ("Licensed Retail Entity"). The alcoholic beverage portion of any order is subject to review by such Licensed Retail Entity and may be rejected for any reason. Each applicable Licensed Retail Entity will be responsible for fulfilling its order requests, including without limitation receipt of the purchase price, shipping, returns, refunds, and the payment of any applicable marketing fees. Alcoholic beverage purchases ship separately from food products, and an adult who is 21 or older will be required to sign for the delivery of alcoholic beverages. Incorrect, damaged, lost, or undelivered shipments of alcoholic beverage orders will be refunded only if a verified request for a refund is received within 30 days of the date of the order that is subject to the refund request.

## **Disclaimer of Services Warranty, Limitation of Liability and Indemnification**

UPON DELIVERY OF FOOD PACKAGES YOU WILL UNDERTAKE AT YOUR SOLE EXPENSE THE RISKS OF FAULTS, LOSSES, DEFECTS AND/OR DAMAGES THAT THEY MAY SUFFER.

YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE PREPARATION (INCLUDING STORAGE, MIXING, BLENDING, AND WARMING), USE, AND CONSUMPTION OF THE CONTENTS OF THE MEALS. AS SUCH, ALL CONTENTS OF THE RESPECTIVE MEALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE," AND, TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED. THIS SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, AND WARRANTIES FOR THE NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

You hereby release and agree to hold CookUnity harmless from any and all causes of action and claims of any nature resulting from the Services, including (without limitation), any act, omission, opinion, response, advice, suggestion, information, service, content and/or information accessible through the CookUnity Platform. You understand and acknowledge that the Services are provided "as is" without any express or implied warranties of any kind, including but not limited to merchantability, non-infringement, security, fitness for a particular purpose or accuracy. The use of the CookUnity Platform and Services are at your own risk. To the fullest extent of the law, we expressly disclaim all warranties of any kind, whether expressed or implied. You understand, agree, and acknowledge that CookUnity shall not be liable to you or to any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages. You understand and agree that our aggregate liability for damages arising with respect to this agreement and any and all use of the Services will not exceed the total amount of money paid by you or on your behalf through the CookUnity Platform for your Services. To the extent that applicable law does not allow for limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COOKUNITY, ITS AFFILIATES (INCLUDING, BUT NOT LIMITED TO, THEIR LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS, REPRESENTATIVES AND EMPLOYEES) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY/PUNITIVE DAMAGES. THIS LIMITATION SHALL INCLUDE, BUT IS NOT LIMITED TO, DAMAGES RELATED TO PERSONAL INJURY; PAIN AND SUFFERING; EMOTIONAL DISTRESS; BUSINESS INTERRUPTION; LOSS OF PROFITS, REVENUE, BUSINESS OR ANTICIPATED SAVINGS, USE, GOODWILL, DATA; AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE) BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. ADDITIONALLY, IN NO EVENT SHALL COOKUNITY BE LIABLE FOR DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, APP OR CONTENT (INCLUDING, BUT NOT LIMITED TO, USER CONTENT, THIRD PARTY CONTENT, CONTENT OF LINKED

THIRD PARTY SITES), OR THE ORDERING, RECEIPT, OR USE OF ANY PRODUCT, OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM COOKUNITY, OR FROM EVENTS BEYOND COOKUNITY'S REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE). UNDER NO CIRCUMSTANCES WILL COOKUNITY BE LIABLE TO YOU FOR MORE THAN THE TOTAL AMOUNT PAID TO COOKUNITY BY YOU DURING THE THIRTY (30) DAY PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT AFFECT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW/JURISDICTION, SUCH AS LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY AND PROXIMATELY CAUSED BY OUR ACTS OR OMISSIONS, OR FOR OUR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

You agree to defend, indemnify and hold harmless CookUnity, our affiliates, service providers, and licensors and their respective directors, officers, agents, contractors, partners, licensors, representatives, suppliers and employees, from and against any loss, liability, threatened or actual claim, demand, damages, costs and expenses, (including reasonable legal fees) arising out of or in connection with your use of the Site, the App, the Services, or any information obtained therefor other than as expressly authorized in these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by us. You agree to promptly notify CookUnity of any third-party claims, cooperate with CookUnity in defending such claims, and pay all fees, costs and expenses associated with defending such claims (including, but not limited to, attorneys' fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CookUnity. You agree that the provisions in this section will survive any termination of your Account, the Terms and Conditions and/or your access to the Services.

## **CookUnity Billing**

### **Purchases, Fees, and Payments**

CookUnity offers you two options with which to engage our Services: an express ordering model where purchases of products are made a-la-carte at the pricing applicable at the time of the order ("Express") and a weekly subscription plan (a "Plan").

When you elect to make an Express order, you are charged at checkout for the products you select by adding to your cart. Express orders are non-cancelable and cannot be modified after they are placed and may be subject to certain minimum quantity limitations. You may only have two (2) active Express orders at any given time.

When you first subscribe to a Plan, you are charged only for the orders scheduled on your Plan on a weekly basis. CookUnity offers different types of weekly subscription Plans, which are detailed in the section below. All Plans are auto-renewed continuous subscription plans, and you will be charged the applicable price listed for the Plan that you select on a weekly basis on your Plan cutoff date and each subsequent expected Plan cutoff date until your subscription is cancelled as described in the "Cancel or Modify a Subscription" section below. Your Plan consists of an initial charge followed by recurring periodic charges as agreed to by you on the CookUnity Platform. By agreeing to these Terms and Conditions, you acknowledge that your Plan has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to deactivation. All prices shown on the Site and our mobile application are in U.S. dollars. Any applicable taxes and other fees and charges (e.g., shipping fees) are not included in these prices shown on the Site and our mobile application and are additional and added to your order at checkout and at the time of purchase, providing you with a total Plan cost (inclusive of the prices shown on the Site and our mobile application plus applicable taxes and other fees and charges) for which you will be liable. CookUnity charges a Service Fee on all orders, which is used to help pay for the services and costs of packaging and delivering your food order from our cooks. These prices, taxes and other fees and charges may vary geographically. You agree to pay all applicable taxes and other fees or charges applicable to your order.

Separately, different features and other customized options may become available in addition to your order for a given week, including, but not limited to, premium options, new product add-ons and modified shipping options (collectively, "Extra Features"). These Extra Features may change the price of your Plan cost for the given week that they are selected. You agree to pay for all costs associated with any Extra Features you select at any time in addition to your existing order and Plan cost for that given week. The costs for these Extra Features are in addition to the Plan cost for that given week.

If you wish to cancel or modify your subscription to a Plan, you can do so at any time as described in the "Cancel or Modify a Subscription" section below; however, except as noted otherwise below, any amounts charged to or paid by you prior to such cancellation or modification will not be refunded, and cancellations or modifications may not impact any order for which you have already been charged, depending on the state of the order.

You are responsible for and agree to pay all charges associated with your order and Plan cost, including, but not limited to, the prices shown on the Site and/or App, all applicable taxes and other fees and charges, and costs for any Extra Features you select. Furthermore, You agree to pay for all orders made from your Account in accordance with the prices and billing terms in effect at the time an order is made from your Account. You also agree to pay all applicable taxes. To make an order from an Account, you must provide valid payment information (e.g., credit card, debit card, and/or a Gift Card) through the Site or App. By placing an order through your Account, you also agree and authorize (1) the payment method(s) you provide to be immediately charged for all fees and taxes applicable to your order, (2) CookUnity to automatically charge alternative payment methods associated with your account if a primary payment method is declined or no longer available, (3) CookUnity to share payment information and instructions

required to complete the payment transactions between CookUnity, our payment processors, and their third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (4) no additional notice or consent is required for the foregoing authorizations. You agree to immediately update your Account in the event of any change in your payment information.

CookUnity reserves the right at any time to change its billing methods. If a payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or canceled. If a payment is not successfully paid and you do not edit your payment method or cancel your purchase, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated. CookUnity reserves the right to collect any outstanding payment due and may transfer the collection of your outstanding balance to a third-party collection agency.

CookUnity reserves the right to change the price of a weekly Plan or meal, introduce new Plans, or remove Plans from time to time in its sole discretion, at any time. We will provide you with at least seven (7) days' advance notice of any changes to the prices you have already selected for any upcoming orders or to your currently selected Plan. CookUnity will not, however, be responsible for notifying you of any changes to taxes for which you are responsible.

The notices referenced in this section will be communicated to you in accordance with the "Notice" section of these Terms and Conditions. Price and Plan changes will take effect as of the next seven (7) days on which CookUnity provided notice to you of the price or Plan change. By failing to cancel a Plan and continuing to use the CookUnity Platform and/or receive Services after the effective date of a price or Plan change, you indicate your acceptance of such price or Plan change. If you do not agree with a price or Plan change, you have the right to reject the change by cancelling your subscription(s) prior to the effective date of the price or Plan change. Please make sure you read any notifications of price or Plan changes carefully.

**ALL PAYMENTS ARE NON-REFUNDABLE.** We encourage you to check these terms and conditions periodically for any changes. CookUnity, at its sole discretion, may make available promotional offers with different features to any user. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract with the cooking enthusiast.

CookUnity shall not bear any liability for any cost, expense, loss or damage that you may suffer or incur as a result of a cooking enthusiast or Foodie's cancelation of a food trade. In case of fraudulent activity caused by multiple accounts or incorrect usage of our service/platform, you agree CookUnity may at any time, at its sole discretion, terminate your subscription and process any extra fee avoided by inappropriate usage of promotional time.

## **Subscription Plan Types and Automated Ordering ('Autopilot')**

All Plans include an automated ordering feature ("Autopilot"). If you do not select your meals by your Plan's weekly cutoff deadline, Autopilot will automatically populate and process an order for you. The available Plans and their specific Autopilot logic are as follows:

**Weekly Meal Plan:** This Plan is structured around a pre-selected quantity of meals. Its Autopilot feature will automatically populate your order with a number of meal items equal to your selected plan quantity.

**Minimum Basket Model:** This Plan is structured around meeting a minimum weekly order value, and you may be eligible for promotional discounts at various order value thresholds. Its Autopilot feature will automatically populate your order with any type of item available on the CookUnity Platform to an order value that approximates your most recent order, while ensuring the total meets the then-current minimum for your Plan. For users with no prior order history, an initial Autopilot order may be generated at a predetermined value. Due to weekly variance in products available for the Autopilot feature and the pricing of such products, the cost of an Autopilot order under the minimum basket model may exceed the then-current minimum applicable to your Plan. If the Autopilot order exceeds the then-current minimum applicable to your Plan, you authorize CookUnity to charge the actual amount of the Autopilot order, provided, however, that the excess Autopilot charge shall not exceed five dollars (\$5) for any order.

**BY SUBSCRIBING TO ANY PLAN, YOU ACKNOWLEDGE YOU ARE RESPONSIBLE FOR MANAGING YOUR ORDERS PRIOR TO YOUR WEEKLY CUTOFF DEADLINE. YOUR FAILURE TO SELECT YOUR MEALS, PAUSE YOUR WEEK, OR CANCEL YOUR SUBSCRIPTION BEFORE THIS DEADLINE CONSTITUTES YOUR IRREVOCABLE ACCEPTANCE OF THE ORDER PROCESSED, WHETHER SELECTED BY YOU OR BY AUTOPILOT. YOU THEREFORE EXPRESSLY AUTHORIZE COOKUNITY TO CHARGE YOUR PAYMENT METHOD ON FILE FOR THE FULL AMOUNT OF YOUR RECURRING WEEKLY ORDER, INCLUDING ALL APPLICABLE TAXES, DELIVERY FEES, AND ANY OTHER CHARGES, WITHOUT FURTHER NOTICE TO YOU.**

## **Credits and Refunds**

If you are not satisfied with a meal for any reason, please contact our customer service team at [support@cookunity.com](mailto:support@cookunity.com). You must report your issues within 2-days of the meal being delivered. Depending on the circumstances, we will provide you a full or partial credit or refund of the purchase price for that delivery. CookUnity reserves the right to make all final determinations as to whether to issue a full or partial credit or refund.

CookUnity will require the return or photo documentation of the meal(s) that you are not satisfied with before we decide to issue a credit or refund, otherwise the refund or credit will not take place. In special circumstances a credit or refund will be applied to your CookUnity account. Situations related to operations and internal errors will be adjusted when applicable. Keep in mind that any account cancellation will not affect any scheduled order prior to the request.

If your plan has been affected by any technical issue (or the possibility of one), an escalation will be required and no credit, refund or adjustment of any kind can be processed until full resolution. As this might be affecting other subscribers/users for CookUnity it's vital to find the

source of the problem to provide an excellent experience to all. Depending on the severity of the issue, resolution might take up to 5 business days.

Termination of your participation in the CookUnity Platform will result in the forfeiture, as of the time of termination, of any credits allocated to your account pursuant to this section, as well as any other credits other than credits allocated from a gift card or an advance payment by the customer.

## **Cancel or Modify Services/Plans**

Following your Plan selection and placement and receipt of your first weekly order, you may cancel or modify a subscription at any time online by managing your account in the app, at CookUnity.com, or by emailing us at [support@cookunity.com](mailto:support@cookunity.com). Please note, however, that any amounts charged to or paid by you prior to such cancellation or modification will not be refunded, and a cancellation or modification may not impact any active order which you have already been charged, depending on the status of the order. In addition, CookUnity has a strict cutoff for all modifications to orders, which is four to six days before your delivery day at noon. After this time, no cancellations and modifications to orders are allowed and you cannot seek a refund for this order or associated Plan costs. Refunds or any other adjustments are not applicable. Situations related to operations and internal errors will be adjusted when applicable.

To avoid being charged for placed orders or recommendations that you no longer wish to receive in the event of a subscription pause, you must pause prior to the date when you are to be charged for your next order, skip deliveries displayed in your CookUnity account "upcoming". The charge is typically at noon, four to six days (when applicable) before your delivery, but can vary depending on other factors.

Either you or CookUnity may terminate your participation in the CookUnity Platform at any time, for any or no reason, without explanation, effective upon sending written or email notice to the other party or after the completion of any order scheduled prior to the request. All termination requests initiated by you must be sent by email to CookUnity at [support@cookunity.com](mailto:support@cookunity.com). Upon such termination, CookUnity will remove all of your information from its servers, though it may retain an archived copy of records it has about you as required by law or for legitimate business purposes. CookUnity maintains sole discretion to bar your use of the CookUnity Platform in the future, for any or no reason. Even after your participation in the CookUnity Platform is terminated, these Terms and Conditions will remain in effect. Reactivation of CookUnity accounts can only be performed by each customer by clicking reactivate

Termination of your participation in the CookUnity Platform will result in the forfeiture of any credits allocated to your account as of the time of termination, other than credits allocated from a gift card or an advance payment by the customer.

When skipping deliveries, a confirmation email will be sent to the email address linked with your Account. If you do not receive a confirmation email, your skip has not been processed and any

adjustments or order cancellations will not be processed. Additionally, CookUnity may at any time, at its sole discretion, cease the operation of the CookUnity Platform or any part thereof, temporarily or permanently, without giving you any prior notice. You agree and acknowledge that CookUnity does not assume any responsibility with respect to, or in connection with the termination of CookUnity's operation and loss of any data, including user generated content, as a result.

## **Food Substitution Policy**

Although CookUnity takes every reasonable measure to have sufficient inventory to fill your order, availability of product(s) may change without notice. CookUnity is not responsible for unavailability of product due to popular demand, whether discontinued or still in production. In the completion of orders, CookUnity reserves the right to substitute a similar product. When making substitutions, CookUnity takes great care to meet the requirements of your particular Plan. Substituted food items may contain different ingredients and allergens than those in items originally ordered. Prior to consumption, please be sure to carefully check all individual product packages/labels or nutritional information which you can find following the QR code on each label. If such a substitution is required, we will make reasonable efforts to notify you prior to shipment. If you have any issues with any substitution or your Plan, please contact us at [\[support@cookunity.com\]](mailto:[support@cookunity.com])(mailto:support@cookunity.com).

## **Gift Cards**

You may purchase and/or otherwise receive Gift Cards through the Site and/or App. You must create or have an existing and valid Account with CookUnity in order to redeem a Gift Card. All Accounts are subject to the Terms and Conditions in all respects. CookUnity Gift Cards may be redeemed on the Site or on the App. Redemption of Gift Cards will result in the application of a credit to your account in the amount of the Gift Card balance. Any Gift Card balance will be applied toward your purchase until the Gift Card is depleted. Gift Cards are not redeemable for cash or credit. Notwithstanding the foregoing, Gift Cards with balances of under \$10.00 are redeemable for cash in the States of California, Texas, Massachusetts, and Colorado. To make a request to redeem a gift card with a balance of under \$10.00 in any of California, Texas, Massachusetts, or Colorado, please email [\[support@cookunity.com\]](mailto:[support@cookunity.com])(mailto:support@cookunity.com). CookUnity is not responsible for lost or stolen Gift Cards. Lost or stolen Gift Cards cannot be replaced (except as required by law). All sales of Gift Cards are final and nonrefundable. CookUnity reserves the right to refuse to honor a Gift Card where CookUnity suspects that the Gift Card was obtained fraudulently. If you suspect someone has copied or stolen your Gift Card, email [\[support@cookunity.com\]](mailto:[support@cookunity.com])(mailto:support@cookunity.com) immediately.

## **Vouchers**

CookUnity may offer discount promotions, free/discounted trials, or other types of vouchers ("Vouchers"). To use the offer on the Voucher, users need to create an Account through the Site or App and input their information and the code found on the Voucher to redeem. If you

purchase any Voucher, Voucher is deemed to have been sold at the time of payment for it. The discount found on the Voucher only lasts for the first week of your Plan unless it specifically states otherwise on the Voucher or when you sign-up. Similarly, a Voucher may only be used once and may not be copied, reproduced, distributed, or published either directly or indirectly in any form or stored in data retrieval systems without our prior written approval. Additionally, Vouchers are only for first-time users of CookUnity, unless the Voucher states otherwise. CookUnity reserves the right to withdraw or deactivate any Voucher (other than one which has been purchased) for any reason, at any time. Vouchers that remain unused as of the time of termination of your account shall be forfeited.

For the avoidance of doubt, and in accordance with the foregoing sentence, CookUnity reserves the right to withdraw or deactivate any of your outstanding referral credits or similar Vouchers in the event your referral code is posted to a third-party website (excluding your own social media profile(s) or blogs), or if you otherwise violate these Terms and Conditions. Vouchers may only be redeemed through our Site or App, and not through any other website or method of communication. To use your Voucher, you will be required to enter its unique code at the online checkout and use of such code will be deemed to confirm your agreement to these Terms and Conditions and any special conditions attached to the Voucher. Pursuant to these Terms and Conditions, at the expiration of the Voucher, you agree and acknowledge that you will be billed the standard rate for your Plan on a recurring, weekly basis, unless you cancel your Plan prior to the end of the Voucher period with proper, advance notice to CookUnity in accordance with these Terms and Conditions. As a part of the verification process, CookUnity may require you to provide additional identification information. In addition, as a part of the verification process, you authorize CookUnity to charge to your credit card a \$1.00 authorization charge (or such other amount identified to customer at time of verification by CookUnity), which amount will be refunded following successful authorization.

## **Promotion and Referral Credits**

The welcome promotion is only valid for first-time subscribers and for the duration specified on the promotion's description. This offer cannot be postponed, saved or skipped for any other period during the subscription. In the case of an adjustment to an order, this charge is not refundable. The offer is valid for an individual customer, meaning that for any duplicate accounts, CookUnity has sole discretion to charge any extra fees or cancel/deactivate duplicate accounts. You should activate only one account with your personal information to avoid billing issues and receive clear and consistent communication.

Any additional promotional offers run only for consecutive days/weeks and can only be applied within the stated dates listed in the promotion. Promotions cannot be postponed, saved or skipped for any other period during the subscription and are not cumulative with other promotions, and charges are not refundable. Promotion offers and credits that remain unused as of the time of termination of your account shall be forfeited.

CookUnity reserves the right to limit promotional offers, including without limitation by applying maximum dollar or unit limits and/or percentage discounts.

You agree to share your CookUnity referral link with your own personal connections only via email, your own social media accounts or personal blogs where you are the primary content owner. Public distribution on sites where you are not the primary content owner, e.g. social news aggregators and coupon websites, is not allowed. We reserve the right to suspend your account and/or revoke any and all referral credits or referral codes at any time if we believe that your credits were inappropriately earned. Each referral coupon you earn will be automatically applied towards future deliveries (one per order) and must be used within 45-days of issue. This offer is valid for new customers only. Referral credits are limited to one per household address, and cannot be combined with any other offers, promotions, or discounts.

CookUnity reserves the right to limit the number of times the Referral Code can be shared, you can see your limit on your account [<https://subscription.cookunity.com/referral>] (<https://subscription.cookunity.com/referral>) . The referral credit is applied on the referrer's account as long as the account is active and the first order is completed. Referral credits that remain unused as of the time of termination of your account shall be forfeited.

The "Dessert for Life" promotion is available for new customers with a qualifying auto-renewing subscription purchase in select zip codes, as long as a customer remains active. The initial order of the subscription will apply a % discount, the details of which are subject to change. For all subsequent orders, a customer can select and receive a complimentary dessert in the "treats" menu category, with a maximum value of \$4.99, and is responsible for paying the difference if the dessert is over the maximum value amount. If subscription is cancelled, this offer becomes invalid and will not be reinstated upon reactivation. Discounts may vary for other meal plans and sizes. This offer excludes premiums, taxes, and shipping fees. CookUnity reserves the right to end or modify this offer at any time.

The "Two Free Premium Meals" promotion is available to new customers with an active subscription only. Customers can select up to two complimentary premium meals or extra fee meals (e.g. Clean Line or Green Line meals) per week from a list of eligible meals, which may change weekly and are subject to availability. Customers with a 4- or 6-meal plan may select one complimentary eligible meal, and customers with an 8-, 12-, or 16-meal plan may select up to two eligible meals. Discounted premium meals will be indicated on our website in a banner for their first week's order and within the cart for future orders, and are only available on orders through our website (and not our app). If a customer does not add free premium meals to their weekly order before the order cutoff, the meals will be forfeited for that week. The offer ends if the subscription is canceled or if the customer accepts an alternative discount, such as 40% off for four weeks. Taxes, shipping fees, and additional premiums are excluded, and this offer cannot be combined with other promotions. We reserve the right to end or modify this offer at any time and substitute another promotion in its place.

## **Shipping Problems**

We use third-party carriers to deliver your food packages and provide you with tracking information for every shipment. You must provide us with the proper shipping information and any special instructions the delivery driver may need. CookUnity uses specific materials to

refrigerate perishable meals. In case you are not at the delivery address when your food package arrives, the food package will be left at your door or in a common area. To maintain the highest quality and integrity of the meals after delivery, we recommend that you immediately refrigerate the items when you receive them. Furthermore, upon delivery, you are responsible for inspecting your package to ensure the contents arrive in a cool, refrigerated condition and that they are free from any defect or any other kind of problem. CookUnity is not responsible for missing orders if there is confirmation of delivery by the carrier. In the case of CookUnity being responsible for not meeting correct delivery instructions provided by the customer, we will add the value paid as credits to use on a replacement order. In the case of inclement weather, we will deliver your order as soon as reasonably possible when the conditions permit. If your designated delivery location is inaccessible, rendering us unable to make the delivery, we will contact you to determine the best alternate location and/or date for the delivery. .

Our logistics team and/or third-party services will make one attempt of delivery within the time slot selected by the customer. If the customer does not respond to receive their order, support will notify the customer via SMS or phone call. If the customer cannot be reached and is not present to receive their order, CookUnity has no obligation to reimburse or credit that order; we will offer a second attempt the same night if we have availability or the next day.

## **Force Majeure**

We will not be liable or responsible for any failure to perform, or delay the performance of, any of our obligations that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes, but is not limited, to the following: (1) Strikes, lock-outs, or other industrial action; (2) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, or threat or preparation for war; (3) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster; (4) Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport; (5) Impossibility of the use of public or private telecommunications networks; and (6) The acts, decrees, legislation, regulations, or restrictions of any government. Our performance under these Terms and Conditions is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable efforts to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms and Conditions may be performed despite the Force Majeure Event.

## **Your Account and Responsibility to Protect Your Account**

To utilize specific features on the Site and App, you will need to become a Registered User. For purposes of these Terms and Conditions, a "Registered User" is a user who has registered an account on the Site ("Account").

Should you create an account with CookUnity, you agree to: (1) provide true, accurate, complete and up-to-date information, as well as updating the information as necessary; (2) maintain the

security of your password and accept the risks associated with access to your account which is not authorized by you; (3) notify us as soon as possible either at [support@cookunity.com] (mailto:support@cookunity.com) if you believe there have been any breaches to the security of the Site, the App, or your account information; and (4) exit from your Account at the end of each session. You represent that you are (A) at least eighteen (18) years old; (B) of legal age to form a binding contract; and (C) not a person barred from using the Site or App under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Site and App by minors. You may not share your Account or password with anyone. If you provide any information that is untrue, inaccurate, not current or incomplete, or CookUnity has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, CookUnity has the right to suspend or terminate your Account and refuse any and all current or future use of Site, App, or Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. CookUnity reserves the right to remove or reclaim any usernames at any time and for any reason. You agree not to create an Account or use the Site or App if you have been previously removed by CookUnity, or if you have been previously banned from the Site or App.

You acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of CookUnity.

YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SERVICES BY ANYONE USING YOUR ACCOUNT WHETHER OR NOT SUCH ACCESS TO AND USE OF YOUR ACCOUNT IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

CookUnity reserves the right to withdraw or amend the Site or App, and any service or material we provide on the Site, in its sole discretion without notice. CookUnity will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, CookUnity may restrict access to some parts of the CookUnity Platform, to Registered Users. CookUnity has the right to disable any Account or ban any Registered User at any time, in its sole discretion, if, in our opinion, you have violated any provisions of these Terms and Conditions.

## **Social Media and Networking Sites**

As part of the functionality of the CookUnity Platform, you may be able to login through online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: providing your Third Party Account login information through the CookUnity Platform, or allowing CookUnity to access your Third Party Account, as is permitted

under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to CookUnity and/or grant CookUnity access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating CookUnity to pay any fees or making CookUnity subject to any usage limitations imposed by such third party service providers. By granting CookUnity access to any Third Party Accounts, you understand that CookUnity may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "TPA Content") so that it is available on and through the CookUnity Platform via your account, including without limitation any friend, contacts or following/followed lists, and CookUnity may submit and receive additional information to your Third Party Account as indicated herein. Unless otherwise specified in herein, all TPA Content, if any, shall be considered to be Your Information and your content.

Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through the CookUnity Platform. Please note that if a Third Party Account becomes unavailable or the CookUnity Platform's access to such Third Party Account is terminated by the third party service provider, then TPA Content may no longer be available on and through the CookUnity Platform. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. CookUnity makes no effort to review any TPA Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and CookUnity is not responsible for any TPA Content.

## **Telephone Calls and SMS Text Messages**

Upon becoming a Registered User, you will be asked to provide us with a telephone number at which we can reach you. That number is required for shipping and so that CookUnity can reach you with informational calls related to your transactions. All calls to and from CookUnity may be monitored or recorded for quality and training purposes. If you select to receive text messages about your account, you consent to receive recurring SMS text messages sent through an automatic telephone dialing system.

You are responsible for providing a valid active mobile phone number to receive subscription notifications such as recommendations/orders ready to be scheduled, out of stock, account updates, and others. In the case that a non-working number is given, credits, refunds, or cancellations will not apply. We request our customers to double-check this info before completing the subscription process.

By providing your phone number to CookUnity through the Site, App, or in connection with your order, receipt or use of our Services, you consent to receive calls or text messages, including calls or text messages sent through automatic telephone dialing systems and pre- recorded calls

at any telephone number that you have provided us, in order for us to: (i) notify you about your account; (ii) provide you updates on the status of your order and/or delivery; (iii) collect an outstanding payment or debt; (iv) contact you about exclusive offers and for any other marketing or promotional purposes; and (v) send you cart reminders. If you elect to receive text messages or phone calls from us, either via our Site, App, or by sending a text message to us indicating your consent, you are providing your prior express written consent to receive recurring marketing or promotional telephone calls and/or SMS text messages from us (each, a "Call" or "Text Message"), including your consent to marketing messages and calls sent through an automatic telephone dialing system. This service is optional and is not a condition of purchase. Message frequency varies. You can opt out of receiving further Text Messages or Calls at any time. To opt out of Text Messages from us, reply "STOP" at any time to any Text Message you receive from us.

Message frequency will vary. CookUnity reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. CookUnity also reserves the right to change the short code or phone number from which messages are sent. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. CookUnity, its service providers and the mobile carriers are not liable for delayed or undelivered messages.

For help, reply "HELP" to any Text Message you receive from us or contact customer care. Standard message and data rates may apply. Please contact your mobile phone carrier for details. Under no circumstances will we or our affiliates be responsible for any SMS messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. Text Message services are provided on an "as is" basis. Data obtained from you in connection with any Text Message services may include your mobile number, your mobile provider's name and the date, time, and content of your Text Messages. We may use this information in accordance with our Privacy Policy to contact you. If you change or deactivate a phone number you have provided CookUnity, you have an affirmative obligation to update your account information and the phone number(s) associated with your account to prevent us from inadvertently communicating with the individuals who acquire any phone number(s) previously linked to your account. Any new or updated phone number you provide CookUnity may receive our standard marketing Text Messages unless you also unsubscribe through the procedures provided in this section. Following such opt-out, you may continue to receive calls or messages for a short period of time while we process your request. It is your responsibility to keep your account information, including your phone number, updated. We may share your telephone number with our service providers (such as billing or collections companies) that we have contracted to assist us in pursuing our rights. You agree that these service providers may also contact you using autodialed or prerecorded calls and text messages, only as authorized by us to carry out the purposes identified above. We may, with notice as required by law, monitor, or record your communications with CookUnity for training and quality assurance purposes.

## **CookUnity E-mails**

E-mail communications sent from CookUnity are designed to make your CookUnity experience more efficient. By becoming a Registered User of the CookUnity Platform, you specifically agree to accept and consent to receiving e-mail communications initiated from CookUnity, which include, without limitation, message notification e-mails, e-mails informing you about potential meals and delicious dishes available, e-mails informing you of promotions, and emails informing you of new and existing features.

CookUnity reserves the right to cancel the notification service at any time. If you do not wish to receive any of our e-mail communications, please do not use the CookUnity Platform.

## **Proprietary Rights**

CookUnity owns and retains ownership in the CookUnity Platform and all intellectual property therein. You may not rent, lease, lend, sell, redistribute or sublicense the CookUnity Platform. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the CookUnity Platform, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of CookUnity. If you breach this restriction, you may be subject to prosecution and damages.

You warrant and represent to CookUnity that your Account and the information contained therein is posted by you and that you are the sole author of your Account information. To enable the CookUnity Platform to use your Account without violating any rights you might have in such information, you automatically grant, and represent and warrant that you have the right to grant, to CookUnity, a non- exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights you have in your Account, and to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, in any media now known or not currently known, with respect to your Account.

CookUnity will only use your Account and content in accordance with its Privacy Policy. You may remove your content or your Account from the CookUnity Platform at any time. If you choose to remove your content or your Information, the license granted above will automatically expire, however you acknowledge that CookUnity may retain archived copies of your content.

CookUnity does not assert any ownership over your content; rather, subject to the rights granted to CookUnity in these Terms and Conditions, you retain full ownership of all of your content and any intellectual property rights or other proprietary rights associated with your content. In addition, other users may post copyrighted material on the CookUnity Platform. Except for that information which is in the public domain or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information of other users on the CookUnity Platform.

CookUnity is the owner and operator of the Site and the App. CookUnity may update the content of the Site and/or App from time to time, but its content is not necessarily complete or

up-to-date. Any of the material on the Site and/or App may be out of date at any given time, and CookUnity is under no obligation to update such material.

Additionally, CookUnity is the owner of, or duly licensed to utilize, all content, features, and functionality (including, but not limited to, all information, text, graphics, software, video, and audio, and the design, selection, and arrangement thereof) published on the Site, the App, or any Plans (collectively the "Materials"). The Materials and Plans are protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws throughout the world.

Subject to these Terms and Conditions, CookUnity grants Registered Users a limited license to use the Materials for personal, non-commercial use. Any other use of CookUnity's materials, including modification, distribution, or reproduction for purposes other than the personal usage of CookUnity's Materials, without written approval from CookUnity (which can be provided through email) is prohibited.

Any future release, update, or other addition to the Materials shall be subject to these Terms and Conditions. CookUnity, its suppliers, and its service providers reserve all rights not granted in these Terms and Conditions.

## **Trademarks**

"CookUnity", "Cook X Unity", and all other CookUnity marks and logos, and all titles, characters, names, graphics, and button icons are service marks, trademarks, and/or trade dress of CookUnity or otherwise proprietary to CookUnity and may not be used by you for any reason other than as expressly permitted by these Terms and Conditions. All other trademarks, service marks, product names, and company names, logos, designs, or slogans appearing by and through the Materials are the property of their respective owners and you do not acquire any ownership rights in or to such marks, logos, or names by using and/or accessing the Materials. You will not remove, alter, or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Materials.

## **Procedure for Making Claims of Copyright Infringement**

CookUnity reserves the right to terminate any end-user's access to the Materials where that end-user infringes upon third-party copyrights. If you believe content posted on the App or Site infringes your copyright, please provide our copyright agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Correspondence regarding notice of claims of copyright infringement

should be sent to our copyright agent at [support@cookunity.com] (mailto:support@cookunity.com).

## **Restricted Activities**

You agree that you will use the CookUnity Platform in a manner consistent with any and all applicable laws and regulations. CookUnity reserves the right, but is not obligated, to investigate and terminate your participation in the CookUnity Platform if you have misused the CookUnity Platform or engaged in unlawful or illegal conduct. With respect to your participation on the CookUnity Platform, you agree that you will not: impersonate any person or entity; "stalk" or otherwise harass any person; express or imply that any statements you make are endorsed by CookUnity, without CookUnity's specific prior written consent; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the CookUnity Platform or its contents; post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; remove any copyright, trademark or other proprietary rights notices contained on the CookUnity Platform; interfere with or disrupt the CookUnity Platform or the servers or networks connected to the CookUnity Platform; post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the CookUnity Platform; "frame" or "mirror" any part of the CookUnity Platform, without CookUnity's prior written authorization or use meta tags or code or other devices containing any reference to CookUnity or the CookUnity Platform in order to direct any person to any other website for any purpose; or modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the CookUnity Platform or any software used on or for the CookUnity Platform or cause others to do so.

You further agree that your Account and your interactions on the CookUnity Platform shall not be false, inaccurate or misleading (directly or by omission or failure to update information); infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation; be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; include in Your Information any telephone numbers, street addresses, last names, URL's or e-mail addresses other than where explicitly asked for it in the your registration and profile section; contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; create liability for CookUnity or cause CookUnity to become subject to regulation as a food vending business of any sort; or link directly or indirectly to any other websites. You

further agree that you will not transfer, use, or sell your CookUnity account and/or ID to any another party. CookUnity reserves the right, but has no obligation, to reject any user that does not comply with these prohibitions.

## Dispute Resolution & Binding Arbitration

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION (“ARBITRATION AGREEMENT”) CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COOKUNITY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**Mandatory Arbitration.** This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before, on, or after the effective date of these Terms and Conditions. The activities in these Terms relate to interstate commerce and the Federal Arbitration Act will govern this Arbitration Agreement.

You agree that any dispute, claim, or request for relief arising out of or relating in any way to the Terms and Conditions, your access or use of the Site or the App, to any products sold or distributed through the Site or the App, or to any aspect of your relationship with CookUnity, will be resolved by binding arbitration, rather than in court, except (1) you may assert claims or seek relief in small claims court if your claims qualify; (2) you or CookUnity 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); and (3) as otherwise required by law—such as individual claims for sexual assault or sexual harassment—or as otherwise provided in this Arbitration Agreement. Moreover, the Arbitration Agreement does not apply to any claims that cannot be arbitrated under applicable law (after taking into account FAA preemption).

**Informal Dispute Resolution.** You and CookUnity agree that before either party initiates any legal proceedings, the parties will first attempt to informally resolve their dispute. To notify CookUnity that you intend to initiate an informal dispute resolution conference, email [\[legal@cookunity.com\]](mailto:legal@cookunity.com) (<mailto:legal@cookunity.com>). The informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference, unless mutually agreed to by the parties. If the parties cannot resolve the issue within 60 days of this notice, either party can initiate the arbitration process. During this 60-day period, if either party requests a meeting to discuss a settlement, both parties agree to attend. If a party is represented by counsel, the party’s counsel may participate in the conference, but both parties shall also fully participate in the conference.

Any statute of limitations will be tolled while the parties try to resolve issues through this informal process. Engaging in this informal dispute resolution process is a requirement that must be fulfilled before commencing arbitration. An arbitration shall be dismissed if it was filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party willfully failed to comply with these informal dispute

resolution procedures, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party.

**Arbitration Forum.** If the parties are unable to resolve their dispute through the informal dispute resolution process, any party may initiate arbitration with Judicial Arbitration and Mediation Services (“JAMS”) under its rules and pursuant to the terms of this Agreement.

**Arbitrator Powers.** The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable, to the extent permitted by applicable law, except that the state or federal courts of New York, New York will have the authority to adjudicate any dispute about the validity of the class action waiver or requests for public injunctive relief.

The arbitrator will have the authority to grant dispositive motions. The arbitration will be by video conference if possible, unless the arbitrator requires an in-person hearing.

**Class Waiver.** Except as expressly agreed to in the paragraph below entitled “Grouped arbitrations,” any proceedings to resolve any dispute within the scope of this Arbitration Agreement will be conducted solely on an individual basis. Both you and CookUnity Agree to waive the right to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. You agree not to act in the capacity of a named plaintiff, class representative, opt-in, class member or otherwise participate in any capacity in a class or collective proceeding. This provision does not prevent you or CookUnity from settling claims on a class, collective, or representative basis. We both agree to sever any request for public injunctive relief and litigate that issue in court after finishing arbitration for the remaining claims.

If a decision is issued stating that applicable law precludes enforcement of any of this provision’s limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought in the state or federal courts of New York, New York. All other disputes, claims, or requests for relief shall be arbitrated.

**Grouped arbitrations.** To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, if 50 or more claimants file demands for arbitration raising substantially similar disputes within 90 days of each other, then both parties agree that a single arbitrator will administer them in groups of up to 50 claimants each, with each group proceeding as a single consolidated arbitration, with one set of arbitration fees, and one hearing. The arbitrator shall resolve arbitrations within a group on an individual basis, and no final award from an arbitrator shall have preclusive effect in another arbitration. The parties may also agree to conduct arbitration based on written submissions alone.

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [\[support@cookunity.com\]](mailto:support@cookunity.com)(mailto:support@cookunity.com), within 30 days after first becoming subject to this Arbitration Agreement. Your notice must

include your name and address, your CookUnity username (if any), the email address you used to set up your CookUnity 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 this Agreement will continue to apply to you. If you opt out of an update, the previous agreed upon arbitration terms will apply and you will remain bound to arbitrate under that agreement.

## **Governing Law and Jurisdiction**

To the extent the parties are permitted under these Terms and Conditions to initiate litigation in a court, both you and CookUnity agree that all disputes, claims and causes of action arising out of or related to your access or use of the Site or the App, to any products sold or distributed through the Site or the App, or to any aspect of your relationship with CookUnity, will be litigated exclusively in the state or federal courts located in New York, New York.

## **Notices, Complaints**

Except as explicitly stated otherwise, any notices to CookUnity shall be sent by certified mail, postage prepaid and return receipt requested to CookUnity Inc., 630 Flushing Avenue, 3rd Floor Brooklyn, New York 11206, and any notices to you shall be provided to you through the CookUnity Platform or sent to you via the email address you provide to CookUnity during the registration process. For notices to CookUnity, a notice shall be deemed given 3 days after the date that the notice was sent. For notices by CookUnity to users, a notice shall be deemed given 24 hours after an email is sent, unless CookUnity is notified that the email address is invalid. Alternatively, CookUnity may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to CookUnity during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. To resolve a complaint regarding the CookUnity Platform, we invite you to contact CookUnity customer service by email at [\[support@cookunity.com\]](mailto:support@cookunity.com) (mailto:support@cookunity.com) Monday to Sunday from 7 am EST- 11:30 pm EST.'

Moreover, in accordance with California Civil Code §1789.3, Registered Users in California 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.

## **General**

These Terms and Conditions and any document expressly referred to herein constitute the whole agreement between you and CookUnity, and supersede all previous discussions, correspondence, negotiations, arrangements, understandings, or agreements between us relating to the subject matter of any contract. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred, or assigned by you without the prior written consent of CookUnity. Except as otherwise provided herein, These Terms and Conditions is

intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.

These Terms and Conditions shall be governed by the laws of the State of New York without regard to choice of law principles. If any provision is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. CookUnity's failure to act with respect to a breach by you or others does not waive CookUnity's right to act with respect to subsequent or similar breaches.

If any of these Terms and Conditions are determined by any competent jurisdiction to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law. No waiver by CookUnity of any provision in these Terms and Conditions shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and any failure to assert a right or provision under these Terms and Conditions does not constitute a waiver of such right or provision.

These Terms and Conditions set forth the entire understanding and agreement between you and CookUnity. Sections referring to services, licenses, liability limitation, indemnity, and resolution of disputes shall survive any termination or expiration of these Terms and Conditions.

## **UnityPass**

### **General**

UnityPass is an automatically renewing subscription requiring recurring payments until canceled. A UnityPass subscription grants you access to certain benefits ("UnityPass Benefits") on eligible orders placed through the CookUnity Platform. UnityPass Benefits include \$0 delivery fees for orders, three (3) premium meals for standard meal pricing per month, the ability to earn points redeemable for additional benefits available at [\[https://subscription.cookunity.com/unitypass-hub\]](https://subscription.cookunity.com/unitypass-hub) (<https://subscription.cookunity.com/unitypass-hub>) from time to time, and additional discounted pricing for Add & Save orders.

For certain orders that may have alternative fee structures (for example, a flat fee), UnityPass Benefits may vary. You acknowledge that you are purchasing a UnityPass subscription exclusively from CookUnity. UnityPass orders are subject to geographic availability, and taxes may apply to the cost of the items you order and/or to fees charged. Service Fees and other fees may apply. We reserve the right to add and modify fees that may apply to your UnityPass orders. UnityPass is offered for a monthly or yearly fee payable at the start of the relevant period. By signing up for UnityPass, you agree that: (i) you will be charged your first UnityPass subscription fee and any applicable taxes (such as sales tax, use tax, goods and services tax, and other transaction taxes) on the date you purchase your UnityPass subscription or, if your subscription includes a free trial, on the day after your free trial ends; (ii) you authorize CookUnity and its service providers to store your payment method for the purpose of executing future UnityPass

auto-renewal transactions; UNLESS YOU CANCEL, BY DEFAULT (AND WITH PRIOR NOTICE ONLY TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR UNITYPASS SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF THE THEN- CURRENT SUBSCRIPTION PERIOD; and AT THE TIME OF RENEWAL, COOKUNITY WILL AUTOMATICALLY CHARGE THE THEN-CURRENT UNITYPASS SUBSCRIPTION FEE AND ANY APPLICABLE TAXES TO AN ELIGIBLE PAYMENT METHOD THAT WE HAVE ON FILE FOR YOU. If your payment details change, your card provider may provide us with updated payment details. We may use these new details or details from other payment methods on file in order to help prevent any interruption to your UnityPass subscription. This includes our right to charge any payment method on file if your initial form of preferred payment fails. It is your responsibility to keep your billing information up to date. If any subscription fee is not paid in a timely manner or your transaction cannot be processed, we reserve the right to suspend, disable, cancel, or terminate your access to the CookUnity Platform or your UnityPass subscription. Where required by law, we will provide you with written notice of the suspension, disabling, cancellation, or termination of your access to your UnityPass subscription, including the reasons which led us to take such action. You will be responsible for paying all past due amounts.

## **Trial or Promotional Subscriptions**

From time to time, CookUnity may offer some customers trial or other promotional subscriptions to UnityPass, whether directly from CookUnity or in partnership with a third party. Such trial or promotional subscriptions are available only for Users who have not previously subscribed to UnityPass (whether on a free or paid plan) and are subject to these terms and condition except as otherwise stated in the promotional offer. If you do not cancel your free trial or promotional subscription within the trial or promotional pricing period, you agree to purchase a paid UnityPass subscription at the then- current fee. When your free trial or promotional pricing period has expired, your subscription will automatically convert into a paid, automatically renewing UnityPass subscription, and CookUnity will bill you the applicable fee (plus applicable taxes, such as sales tax, use tax, goods and services tax, and other transaction taxes) unless you cancel.

If you cancel UnityPass before the trial period has expired, CookUnity will not charge you for the UnityPass subscription. If you purchase a UnityPass subscription with a promotional code, each time your UnityPass subscription renews, you will be charged the full billing amount. Only one trial or promotional subscription is available per household. If your UnityPass subscription is ever terminated for any reason, you shall not be eligible for a free trial on any subsequent UnityPass subscription.

## **Cancellations**

When you cancel a UnityPass subscription, you cancel only future charges associated with your UnityPass subscription. You may initiate your cancellation at any time, but the cancellation will become effective at the end of your current subscription period. Instructions on how to cancel are available [here](#)<sup>1</sup>. You must cancel at least one (1) day before the next-scheduled subscription renewal date to avoid being charged for the next subscription period (for example, if the renewal

date is January 10, you must cancel by 11:59:59 pm on January 9). If you participated in a free trial or other promotional subscription period for UnityPass, you may cancel within the first 48 hours of your first paid UnityPass subscription period and receive a full refund of your UnityPass fee (as applicable).

For both monthly and annual subscribers, if you cancel your UnityPass subscription within the first 48 hours of your first subscription period and have not placed a UnityPass-eligible order during that period, CookUnity may, in its sole discretion, refund your UnityPass fee. If we issue a refund, credit, or discount, we are under no obligation to issue the same or similar refund in the future. EXCEPT AS OTHERWISE STATED HEREIN OR REQUIRED BY APPLICABLE LAW, YOUR SUBSCRIPTION FEE IS NONREFUNDABLE and if you cancel your UnityPass subscription, you will not receive a refund, but you can continue to enjoy the UnityPass Benefits through the end of your then-current subscription period.

## **Updates and Changes**

CookUnity does not represent or warrant that particular UnityPass benefits or features will be offered indefinitely and reserves the right to, in its sole discretion, change the fees or alter the features and benefits associated with a UnityPass subscription. If CookUnity changes the monthly or annual fee charged for a UnityPass subscription, CookUnity will notify you and provide you with the opportunity to cancel your subscription before your UnityPass subscription is renewed for another subscription term. If you do not wish to continue subscribing with the new subscription fees, you may cancel your UnityPass subscription within the specified notice period. We may also notify you of UnityPass feature changes. Your continued use of the CookUnity Platform after a fee or feature change becomes effective will constitute your acceptance of the change, and any updated terms and conditions will apply for the remaining subscription term and all renewals going forward.

## **No Transfer or Assignments and Cancellations by CookUnity**

Your UnityPass subscription cannot be transferred or assigned. CookUnity reserves the right to accept, refuse, suspend, or cancel your UnityPass subscription at any time in its sole discretion. If CookUnity cancels your UnityPass subscription, you will receive a refund of your subscription fee on a pro rata basis based on the amount of time remaining in your pre-paid subscription, unless CookUnity terminates your account or your UnityPass subscription because it determines, in its sole discretion, that your actions or your use of the CookUnity Platform violates this Agreement or has harmed another User.

