

# Meat and Potato Company Terms of Service

*Last updated: May 5<sup>th</sup> 2021*

Welcome to Meatandpotatoco.com and our Terms of Service (these "Terms"). These Terms are important and affect your legal rights, so please read them carefully. Note that Section 20 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes. BY ACCEPTING THESE TERMS, YOU AND MEATANDPOTATOCO.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

By clicking "I Accept," or by accessing or using the websites, mobile applications or blogs and the services made available through the each of them (collectively, the "Sites") provided by Meatandpotatoco.com or our subsidiaries or other affiliates (collectively, "Meatandpotatoco.com," "we," "us," or "our") that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you must not access or use the Sites or order, receive or use the food items, ingredients or other products made available through the Sites (collectively, the "Products").

If you are using the Sites on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

Meatandpotatoco.com reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Sites following notice of a change, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or order, receive or use the Products.

## 1. Privacy Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use and disclose information about you. The Meatandpotatoco.com Privacy Policy is incorporated by reference into, and made a part of, these Terms.

## **2. Eligibility**

The Sites are not targeted toward or intended for use by anyone under the age of 18 or outside of the United States. By using the Sites, you represent and warrant that you (a) are 18 years of age or older, (b) are a legal resident of the United States, (c) have not been previously suspended or removed from the Sites, or engaged in any activity that could result in suspension or removal from the Sites, (d) do not have more than one Meatandpotatoco.com Account, and (e) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

### **4.4. Payment and Billing**

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 recurring membership or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an "Order"). If you pay with a credit card, Meatandpotatoco.com may seek pre-authorization of your credit card prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your Order. In the event you want to change or update payment information associated with your Meatandpotatoco.com Account, you can do so at any time by logging into your Account and editing your payment information.

You acknowledge that the amount billed may vary due to promotional offers, changes to our service or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

### **4.5. Pricing and Availability**

All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. Meatandpotatoco.com, at its sole discretion, may make promotional offers with different pricing to any of Meatandpotatoco.com's users. These promotional offers, unless made to you, will not apply to your offer or these Terms.

All of our Products are subject to availability, and we reserve the right to impose quantity limits on any Order, to reject all or part of an Order, to discontinue offering certain Products and to substitute Products (including, but not limited to, specific cuts or types of protein) without prior notice. We strive to provide you with high-quality Products, and given the perishable nature of certain Products and market conditions beyond our control, we may be required to make substitutions from time to time. If you are not satisfied with a substitution, please contact us at [info@meatandpotatoco.com](mailto:info@meatandpotatoco.com)

#### **4.6. Taxes**

We will collect applicable sales tax on Products shipped to the states for which we determine we have a duty to collect sales tax. If an item is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted.

#### **4.7. Shipping and Handling**

You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. Generally, shipping is handled by a third-party courier. When you purchase a Product the shipping times shown on the Sites are estimates only. Actual delivery dates may vary. All Products purchased from us are made pursuant to a shipment contract. This means that title to and the risk of loss of such Products passes to you upon our delivery of the Product to the third-party courier.

#### **4.8. Deliveries**

You are responsible for inspecting all Products you receive from us for any damage or other issues upon delivery. In addition, you are solely responsible for determining the freshness of the Products you receive. You should always inspect your delivery to confirm that the meal ingredients arrive in a cool, refrigerated condition. We recommend that you use a thermometer to ensure that the temperature zone within the container in which any meat, poultry or seafood Product is located is 40° F or below. In the unlikely event that such temperature zone is above 40° F, or you have any other reason to believe that any other Product in your delivery is not suitable for consumption, contact us at [info@meatandpotatoco.com](mailto:info@meatandpotatoco.com) and discard the item. To maintain the quality and integrity of the Products, we recommend that you immediately refrigerate all perishable Products upon delivery and follow the [USDA's instructions on refrigeration and food safety](#). From the time of delivery, the condition and consumption of the Products are solely at your risk, and you are solely responsible for the proper and safe washing, handling, preparation, storage, cooking, use and consumption of the

Products following delivery. We recommend that you follow the [USDA's instructions on safe food handling](#). We also recommend that all cooking instructions be followed and that you use a food thermometer to ensure that all meat, poultry, seafood and other applicable items are cooked to the [USDA's recommended internal temperatures](#). Failure to follow safe food handling practices and temperature recommendations may increase the risk of foodborne illness. In addition, pregnant women, young children, the elderly and individuals with compromised immune systems should follow the [USDA's recommendations on food consumption for at-risk groups](#).

If you are not at home when your delivery arrives, the courier will generally leave the package for you at your door. Our meal ingredients are packaged with dry ice or gel packs and will typically remain cold and fresh for several hours but depending on the season and temperature in your geographic area at the time of delivery, advance planning by you should be made for proper storage of your meal ingredients prior to consumption. In certain areas, you may be able to provide additional delivery instructions at time of checkout at [Meatandpotatoco.com](#) such as requesting that your delivery be left with a doorman or neighbor. Any individual at the delivery address who accepts a delivery from us is presumed to be authorized to receive such delivery. In cases in which you have designated an alternative receiver, such person shall accept the delivery under all of the same terms and conditions that would apply had you accepted the delivery yourself.

In the case of inclement weather or other events beyond our control that interfere with our ability to deliver your Order, we will attempt to deliver your Order as soon as reasonably possible. In some cases, delivery may occur prior to the scheduled delivery date. In the event that timely delivery is not feasible, we will cancel your delivery and issue you a credit or refund of the purchase price for that delivery.

#### **4.9. No Resale**

You are not permitted to resell or otherwise use the Products for commercial purposes.

#### **4.10. Returns and Refunds**

If you are dissatisfied with your delivery for any reason, please contact us at [info@meatandpotatoco.com](mailto:info@meatandpotatoco.com) as soon as possible. We may provide you a full or partial credit or refund of the purchase price for that item. Due to the perishable nature of the product, we do not offer exchanges. We may require the return or photographic documentation of any item with which you are dissatisfied before we provide you a credit or refund. If you are dissatisfied with any non-food Product you purchased, you may return the Product within thirty (30) days of the date you received the Product by

contacting [info@meatandpotatoco.com](mailto:info@meatandpotatoco.com) and following the shipping instructions we supply. All returned Products must be unused and in their original packaging. After we receive your returned Product, we will issue you a refund for the price you paid for the Product (less any applicable shipping and handling charges). If you do not comply with the terms of this section, you will be ineligible to receive a refund.

## **5. Gift Cards**

You may purchase and receive Meatandpotatoco.com gift cards ("Gift Cards") through the Site. Gift Cards may be used only for the purchase of eligible goods on the Sites. 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 of Meatandpotatoco.com Products until the Gift Card is depleted. Gift Cards are not redeemable for cash or credit, and Meatandpotatoco.com is not responsible for lost or stolen Gift Cards. Sales of Gift Cards are final and nonrefundable. Except as required by law, Gift Cards cannot be transferred for value. To redeem or view a Gift Card balance, visit "Your Account" on the Sites. Meatandpotatoco.com is not responsible if a Gift Card is lost, stolen, destroyed or used without permission. Gift Cards do not expire and there are no service fees.

## **7. License to Access and Use Our Sites and Content**

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## **10. Hyperlinks**

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Meatandpotatoco.com or any of our Products in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or

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## **11. Third Party Content**

Meatandpotatoco.com may provide tools through the Sites that enable you to export information, including User Content, to third party services, including through features that allow you to link your Account on Meatandpotatoco.com with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as "like" or "share" buttons). By using one of these tools, you agree that Meatandpotatoco.com may transfer that information to the applicable third-party service. Third-party services are not under Meatandpotatoco.com's control, and Meatandpotatoco.com is not responsible for any third-party service's use of your exported information. Any information you provide or make available to third-party websites and services will be governed by the applicable third party's privacy policy, not the Meatandpotatoco.com privacy policy.

We may display content, advertisements and promotions from third parties through the Sites or in shipments with Products (collectively, "Third-Party Content"). We do not control, endorse or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Meatandpotatoco.com is not responsible or liable in any manner for such interactions or Third Party Content.

## **12. User Conduct**

You agree that you will not violate, or encourage others to violate, any law, contract, intellectual property or other third party right, or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites. You agree that you will abide by these Terms and will not:

- i) Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- iii) Use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner, including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (b) making any unsolicited offer or advertisement to another user of the Sites, (c) collecting personal information about another user or third party without consent, or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Sites;
- iv) Reverse engineer any aspect of the Sites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites;
- v) Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites that you are not authorized to access;
- vi) Develop any third-party applications that interact with User Content or the Sites without our prior written consent;
- vii) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- viii) Bypass or ignore instructions contained in the robots.txt file, accessible at [www.crowdcow.com/robots.txt](http://www.crowdcow.com/robots.txt), that controls all automated access to the Sites; or
- ix) Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## **13. User Content**

The Sites may include interactive features and areas that allow users to create, post, share or store content, including, but not limited to, recipes, reviews, photos, videos, music, sound, text, graphics, code, items or other materials (collectively, "User Content"). In the event you decide to share your User Content with others through the Sites or third party platforms, you understand that this User Content will be viewable by others in accordance with the privacy settings you establish. You agree that you are solely responsible for your User Content and for your use of any interactive features and areas of the Sites.

By using the interactive features and areas of the Sites, you further agree not to create, post, share or store any of the following:

- i) User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- ii) User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- iii) User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- iv) User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- v) User Content that impersonates, or misrepresents your affiliation with, any person or entity;
- vi) User Content that references or depicts Meatandpotatoco.com or our Products but fails to disclose a material connection to us, if you have one (for example, if you are a Meatandpotatoco.com employee or paid blogger);
- vii) User Content that contains any unsolicited promotions, political campaigning, advertising or solicitations;
- viii) User Content that contains any private or personal information of a third party without such third party's consent;
- ix) User Content that contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or

x) User Content that, in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Sites or Products, or that may expose Meatandpotatoco.com or others to any harm or liability of any type.

We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Sites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and expense. You acknowledge and agree that Meatandpotatoco.com reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Meatandpotatoco.com chooses to monitor the content, Meatandpotatoco.com still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

You understand that when using the Sites you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Meatandpotatoco.com with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

#### **14. Rights in User Content**

We do not claim any ownership interest in your User Content. However, by uploading, posting or submitting User Content to the Sites or to our pages or feeds on third party social media platforms (e.g., Meatandpotatoco.com's Facebook page, Instagram page or Twitter feed), you hereby grant Meatandpotatoco.com a nonexclusive, royalty-free, fully paid, worldwide, perpetual, irrevocable and fully sublicensable right and license to host, store, transfer, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, and your name, likeness, voice and persona in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes.

By uploading, posting or submitting User Content to Meatandpotatoco.com through the Sites or through our pages or feeds on third party social media platforms, you represent and warrant that (a) such User Content is nonconfidential, (b) you own and control all of the rights to the User Content or you otherwise have all necessary rights to post such User Content, (c) you authorize Meatandpotatoco.com to use such User Content for the purposes described in these Terms, (d) the User Content is accurate and not misleading or harmful in any manner, and (e) the User Content, and your use and posting thereof, does not and will not violate these Terms or any applicable law, rule, regulation or third party right.

By providing User Content to or via the Sites to other users of the Sites, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Sites.

## **15. Feedback**

Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about Meatandpotatoco.com, the Sites or the Products (collectively, "Feedback"). You hereby grant Meatandpotatoco.com an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Sites, Content, and Product and create other products and services.

## **16. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Meatandpotatoco.com, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Meatandpotatoco.com Parties"), from and against all actual or alleged Meatandpotatoco.com Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Products, (b) any User Content you create, post, share or store

on or through the Sites or our pages or feeds on third party social media platforms, (c) any Feedback you provide, (d) your violation of these Terms or any applicable law or regulation, (e) your violation of the rights of another, (f) any third party's use or misuse of the Sites or Products provided to you, and (g) any dispute or issue between you and any third party. You agree to promptly notify Meatandpotatoco.com of any third-party Claims and cooperate with the Meatandpotatoco.com Parties in defending such Claims. You further agree that the Meatandpotatoco.com Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Meatandpotatoco.com.

## **17. Disclaimers**

YOU ARE SOLELY RESPONSIBLE FOR THE PROPER AND SAFE WASHING, HANDLING, PREPARATION, STORAGE, COOKING, USE AND CONSUMPTION OF THE PRODUCTS YOU RECEIVE FROM US. 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. FURTHER, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE STORE, PORTION AND PACKAGE PRODUCTS CONTAINING ALL EIGHT (8) MAJOR U.S. ALLERGENS (MILK, WHEAT, EGG, SOY, FISH, SHELLFISH, PEANUTS AND TREENUTS) AND CANNOT GUARANTEE THAT CROSS-CONTAMINATION WILL NOT OCCUR BETWEEN PRODUCTS.

WE ATTEMPT TO DISPLAY THE PRODUCTS AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SITES, INCLUDING PRICING AND NUTRITIONAL INFORMATION, AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION AND ARE NOT RESPONSIBLE FOR ANY CLAIMS ARISING OR RESULTING FROM YOUR RELIANCE THEREON. IN THE EVENT OF AN ERROR ON OUR SITES, IN AN ORDER CONFIRMATION, IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON THE SITES DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS OR SUPPLY ISSUES, THE AVAILABILITY AND VARIABILITY OF PRODUCTS, DISTINCT COOKING OR OTHER PREPARATION METHODS AND VARIABILITY OF COOKING EQUIPMENT AND APPLIANCES. THE SITES MAY CONTAIN

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sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

## **18. Limitation of Liability; Release**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEATANDPOTATOCO.COM OR ANY OF THE OTHER MEATANDPOTATOCO.COM PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM MEATANDPOTATOCO.COM, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MEATANDPOTATOCO.COM'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF MEATANDPOTATOCO.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF MEATANDPOTATOCO.COM AND THE OTHER MEATANDPOTATOCO.COM PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO (A) THE ORDER, RECEIPT OR USE OF PRODUCTS PURCHASED FROM MEATANDPOTATOCO.COM EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS; AND (B) THE ORDER, RECEIPT OR USE OF PRODUCTS, OR ACCESS OR USE OF THE SITES OR CONTENT, EXCEED THE GREATER OF \$250 OR THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE MEATANDPOTATOCO.COM AND THE OTHER MEATANDPOTATOCO.COM PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT

HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE MEATANDPOTATOCO.COM AND THE OTHER MEATANDPOTATOCO.COM PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH MEATANDPOTATOCO.COM PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

## **19. Modifications to the Sites and Products**

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Products at any time and without liability therefor.

## **20. Dispute Resolution; Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH MEATANDPOTATOCO.COM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

## **20.1. Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising out of or related to a violation of Section 10 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, YOU AND MEATANDPOTATOCO.COM AGREE (A) TO WAIVE YOUR AND MEATANDPOTATOCO.COM'S RESPECTIVE RIGHTS TO HAVE ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THESE TERMS, OR THE SITES, CONTENT OR PRODUCTS, RESOLVED IN A COURT, AND (B) TO WAIVE YOUR AND MEATANDPOTATOCO.COM'S RESPECTIVE RIGHTS TO A JURY TRIAL. Instead, you and Meatandpotatoco.com agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

## **20.2. No Class Arbitrations, Class Actions or Representative Actions**

YOU AND MEATANDPOTATOCO.COM AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITES, CONTENT OR PRODUCTS IS PERSONAL TO YOU AND MEATANDPOTATOCO.COM AND THAT SUCH DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ARBITRATION AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING. YOU AND MEATANDPOTATOCO.COM AGREE THAT THERE WILL BE NO CLASS ARBITRATION OR ARBITRATION IN WHICH AN INDIVIDUAL ATTEMPTS TO RESOLVE A DISPUTE AS A REPRESENTATIVE OF ANOTHER INDIVIDUAL OR GROUP OF INDIVIDUALS. FURTHER, YOU AND MEATANDPOTATOCO.COM AGREE THAT A DISPUTE CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY OTHER INDIVIDUAL OR GROUP OF INDIVIDUALS.

## **20.3. Federal Arbitration Act**

You and Meatandpotatoco.com agree that these Terms affect interstate commerce and that the enforceability of this Section 18 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

## **20.4. Notice; Informal Dispute Resolution**

You and Meatandpotatoco.com agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Meatandpotatoco.com shall be sent by certified mail or courier to Meatandpotatoco.com, Inc., Attn: General Counsel, 814 2nd Ave, Suite 415, Seattle, WA 98104. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Meatandpotatoco.com Account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with Section 3 and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Meatandpotatoco.com cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Meatandpotatoco.com may, as appropriate and in accordance with this Section 20, commence an arbitration proceeding or, to the extent specifically provided for in Section 20.1, file a claim in court.

## **20.5. Process**

Except for Disputes arising out of or related to a violation of Section 12 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Meatandpotatoco.com agree that any Dispute must be commenced or filed by you or Meatandpotatoco.com within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and Meatandpotatoco.com will no longer have the right to assert such claim regarding the Dispute).

You and Meatandpotatoco.com agree that (a) any arbitration will take place at a location to be agreed upon in King County, Washington, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the JAMS rules in the county of your billing address, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of Washington and the United States, respectively, sitting in

King County, Washington, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court. During the arbitration, the amount of any settlement offer made by you or Meatandpotatoco.com must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Meatandpotatoco.com will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Meatandpotatoco.com in settlement of the dispute prior to the arbitrator's award; or (iii) \$10,000

## **20.6. Authority of Arbitrator**

As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

## **20.7. Rules of JAMS**

The rules of JAMS and additional information about JAMS are available on the JAMS website (<https://www.jamsadr.com/adr-rules-procedures/>). By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

## **20.8. Severability**

If any term, clause or provision of this Section 20 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 20 will remain valid and enforceable. Further, the waivers set forth in Section 20.2 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## **20.9. Opt-Out Right**

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 18 by writing to: Meatandpotatoco.com, Inc., Attn: General Counsel, 814 2nd Ave, Suite 415, Seattle, WA 98104. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 21.

#### **20.10. Fees**

If you commence arbitration in accordance with these Terms, Meatandpotatoco.com will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the rules of JAMS. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the rules of JAMS. In that case, you agree to reimburse Meatandpotatoco.com for all monies previously disbursed by it that are otherwise your obligation to pay under the rules of JAMS. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

#### **20.11. Modifications to this Arbitration Provision.**

If Meatandpotatoco.com makes any future change to this arbitration provision, other than a change to Meatandpotatoco.com's address for notice of arbitration under Section 20.4, you may reject the change by sending us written notice within 30 days of the change to Meatandpotatoco.com's address for notice of arbitration, in which case your Account with Meatandpotatoco.com will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

#### **20.12. Enforceability**

If this Section 20 is found to be unenforceable, then the entirety of this Section 20 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

## **21. Governing Law and Venue**

These Terms, your access to and use of the Sites and your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, without regard to conflict of law rules or principles (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in, and you and Meatandpotatoco.com submit to the personal and exclusive jurisdiction of, the state or federal courts of the State of Idaho and the United States, respectively, sitting in Twin Falls County, Idaho.

## **22. Termination**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

## **23. Severability**

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **24. Survival**

The following sections will survive the expiration or termination of these Terms and the termination of your Meatandpotatoco.com Account

## **25. Miscellaneous**

These Terms constitute the entire agreement between you and Meatandpotatoco.com relating to your access to and use of the Sites and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Meatandpotatoco.com. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and

Meatandpotatoco.com's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

## **26. Additional Terms**

Your use of the Sites and Content is subject to all additional terms, policies, rules, or guidelines applicable to the Sites or Content or certain features of the Sites that we may post on or link to from the Sites or Content (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

## **27. External Content**

External videos embedded from YouTube fall under the YouTube [Terms of Service](#).