

Red Rabbit, LLC Terms of Service

Welcome to Red Rabbit LLC's Red Rabbit.com website (the "Site"). Use of the Site and its Services is contingent upon your acceptance of and compliance with these Terms of Service ("TOS") and our Privacy Policy. These Terms of Service constitute a valid and binding agreement between Red Rabbit LLC, ("Red Rabbit"; "us"; "we") and you ("you," "your", "Subscriber"). If you have any questions about these Terms and Conditions of Use, please send us an e-mail at Support@MyRedRabbit.com. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, WE WILL NOT GRANT YOU ANY LICENSE OR USE RIGHTS HEREUNDER AND YOU SHOULD EXIT THIS SITE IMMEDIATELY.

The following Terms of Service govern your use of the Site.

1. **Acceptance of Terms of Service.** By using the Site and/or by completing the registration process and clicking on the "I Agree to the Terms of Service", you agree to be bound by these TOS in your access to and use of the Site.
2. **TOS Modifications.** Red Rabbit hereby reserves the right to modify these Terms of Service from time to time in its sole discretion. Reasonable notice shall be provided to users and continued use of the Site by users is deemed an acceptance and ratification of any changes made to these TOS.
3. **Modifications to the Site and Pricing Schedules.** Red Rabbit may in its sole discretion add, delete, modify or amend features and/or services, and fees contained within and charged for the Site and the services.
4. **Registration Accuracy.** In consideration of your use of the Site and Service, you agree to: (1) provide true, accurate, current and complete information about yourself in responding to and completing the Service's registration form (the "Registration Information"); and (2) keep the Registration Information true, accurate, current and complete by maintaining and promptly updating it. If you provide any information that is untrue, inaccurate, not current or incomplete, or Red Rabbit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Red Rabbit has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Red Rabbit takes the safety and privacy of all its users, particularly their children, very seriously. For this reason, all users/parents must and hereby do certify that he or she is at least 18 years old and that he or she is the legal guardian of the child/children listed for whom the Services are ordered. As the legal guardian, it is your responsibility to determine whether any of the Services and/or Site content are appropriate for your child.
5. **Red Rabbit Service and Ordering through the Site.** You understand that you are subscribing to a meal plan for your child, consisting of a predetermined number of meals per cycle, as designated on the Site at the time of ordering by the particular plan chosen. You understand that such plan cannot be modified to perfectly suit the individual needs of your child. Available schools for delivery will be displayed as

you proceed through the ordering process.

Availability. From time to time Red Rabbit featured products may be unavailable due to market conditions beyond Red Rabbit's control. Red Rabbit reserves the right to limit your order or bar any orders for a particular product or monthly meal plan. If Red Rabbit is unable to fulfill your order, it shall make a reasonable effort to contact you prior to delivery.

6. **Delivery and Storage of Product.** Red Rabbit cannot and does not guarantee that your child's school shall maintain the integrity of your child's food after delivery by Red Rabbit. THE HANDLING, STORAGE, HEATING, PREPARATION, SERVING, AND ANY AND ALL OTHER ACTIVITIES REASONABLY RELATED TO PROVIDING YOUR CHILD LUNCH, FOLLOWING DELIVERY BY RED RABBIT ARE THE SOLE RESPONSIBILITY OF YOUR CHILD'S SCHOOL AND RED RABBIT SHALL NOT BEAR ANY LIABILITY FOR ANY NEGLIGENCE, MISHANDLING, OR MISUSE, BY YOUR CHILD'S SCHOOL'S PERSONNEL AND/OR MALFUNCTION OF THAT SCHOOL'S EQUIPMENT, INCLUDING BUT NOT LIMITED TO REFRIGERATION EQUIPMENT.

To receive delivery, your child's school must be a signatory to the Red Rabbit Right-Of-Entry Agreement. As per that Agreement, your child's school may allow Red Rabbit's delivery personnel unsupervised access to deliver your child's food. However, Red Rabbit cannot guarantee such access is available. If your child's school does not provide Red Rabbit with unsupervised access, Red Rabbit must ensure that your child's school has personnel present to facilitate access during a delivery window, which in Red Rabbit's sole discretion is reasonable to provide your child lunch for any given day. In the event that Red Rabbit cannot obtain access to your child's school, a Red Rabbit customer service representative will so notify you by electronic mail within 24 hours.

In the case of adverse weather conditions, or other unforeseen delivery impediments, Red Rabbit may make adjustments to its delivery schedule, which may impact its ability to deliver your child's lunch. In the event that such adjustments will result in significant or material delay, a Red Rabbit customer service representative will so notify you by electronic mail within 24 hours of such delivery schedule adjustment. Red Rabbit will use reasonable efforts to resume delivery as soon as conditions permit. In the event street access to your child's school (i.e., street, avenue, etc.) is for whatever reason barred, thereby preventing delivery, a Red Rabbit customer service representative will so notify you by electronic mail within 24 hours.

7. **Renewal and Cancellation of Your Subscription.** You give permission for us to automatically renew your subscription and charge your account up to four (4) days prior to the day on which your subscription is scheduled to end (i.e., the day the final meal under your selected plan is to be delivered). However, you may "opt out" of this automatic renewal by sending an e-mail to Support@MyRedRabbit.com, or by

using our online form to notify us. We will cancel your account upon receipt of such notification from you. All fees, charges and sales are final. However, Red Rabbit may, in its sole discretion, refund a pro rated portion of your subscription fee for the unused portion of the Services. You understand and agree that as a result of processing a refund Red Rabbit incurs certain administrative costs, and that the fees below are a fair and accurate assessment of those costs. Should a refund be permitted, all refunds (except those due to demonstrated instances of credit card fraud, or menu item unavailability) are subject to a restocking fee as follows:

- Five Dollars (\$5.00)

RED RABBIT RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR SERVICES PROVIDED BY RED RABBIT, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING ON THE SITE. RED RABBIT MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL. If any such change is unacceptable to you, you may cancel your Subscription Service by sending an e-mail to Support@MyRedRabbit.com, or by using our online form to notify us. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. RED RABBIT IS NOT RESPONSIBLE FOR FAILURE TO CANCEL YOUR SUBSCRIPTION EITHER IN WRITING BY EMAIL, OR ON THE WEB SITE. YOU AGREE AND ACKNOWLEDGE THAT RED RABBIT SHALL NOT BE REPOSNSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS THAT REMAIN UNADDRESSED PAST THE 60th DAY OF SUCH OCCURANCE OR LACK THEREOF.

8. Credit Card Payment. Red Rabbit shall not process any orders based on or using an incorrect, expired, or over-charged credit card. A Red Rabbit customer service representative will so notify you by electronic mail within 24 hours if this occurs. However, in the event such an order is processed, Red Rabbit reserves the right to collect funds for any uncollected transactions owed to it. Red Rabbit may charge a nominal fee of \$20 per order should a payment made by credit card is declined, necessitating an alternative mode of payment or exception processing. If you fail to pay any fees or charges when due or if a redelivery fee or restocking fee is imposed, Red Rabbit may charge such amount directly to the credit card identified in your Account Information and Red Rabbit may suspend or terminate your access to the Red Rabbit Service. You agree that you shall bear sole liability for any fees, including attorneys' fees and collection costs, that Red Rabbit may incur in its efforts to collect any unpaid balances from you. Your right to use the Red Rabbit Service is subject to limits established by Red Rabbit and/or by your credit card issuer.
9. Termination of Services. You may terminate your subscription at any time. When you terminate your account, it will not be automatically renewed and access will be

terminated immediately, without refund unless otherwise specified in paragraph 8. You acknowledge that Red Rabbit, in its sole discretion, may terminate your ID, password, account (or any part thereof) or use of the Service for any reason, including, without limitation, if Red Rabbit believes that you have violated or acted inconsistently with the letter or spirit of this Agreement or any Red Rabbit User Agreements. Red Rabbit may also, in its sole discretion, at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Red Rabbit may immediately deactivate or delete your account and/or bar any further access to the Service. Further, you agree that Red Rabbit shall not be liable to you or any third-party for any termination of your access to the Service. **YOU AGREE AND ACKNOWLEDGE THAT RED RABBIT SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS PAST THE 60th DAY OF SUCH OCCURANCE OR LACK THEREOF.**

10. **Links and Third party content disclaimer.** Red Rabbit has no control over any of the third party sites, if any, that the Site links to. Any such links are provided solely as a convenience and Red Rabbit makes no representations and offers no warranties as to the nature, scope, quality, purported results, or any and all other items, materials, or content contained therein. Red Rabbit bears no responsibility and exerts no control for and over the relationship that you have with such third party sites and makes no representations regarding the terms or conditions such sites may impose upon you. Red Rabbit reserves the right, at its sole discretion, to feature, maintain, and present third party content, software, and materials on the Site, which shall all be governed and controlled by that party's respective Terms and Conditions of Use or equivalent agreement.
11. **Intellectual Property Rights.** Any and all materials Red Rabbit furnishes through the Site are the sole property of Red Rabbit and are protected to the fullest extent possible by copyright, trademark and other intellectual property laws. Users and subscribers may use such materials as provided herein but are strictly prohibited from copying, reproducing, retransmitting, distributing, publishing, commercially exploiting, or otherwise transferring any such materials in any format or medium whatsoever. The content and materials furnished and otherwise made available by other users and subscribers are provided to you for use as provided herein. If you wish to redistribute such content in any manner outside the normal operation of the Site, you bear sole responsibility to obtain permission from the user or subscriber who posted it.
12. **Your Account and Password.** You are solely responsible for safeguarding and maintaining the secrecy and confidentiality of a provided user ID and password. Any use of a subscriber account is the sole responsibility of the subscriber including those instances where a party other than the subscriber uses that account. Subscribers should immediately notify Red Rabbit of any unauthorized use of a subscriber account. You agree to pay all charges that accrue to your account through your use or the use of those authorized by you.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS WEB SITE IS NOT DESIGNED TO, AND DOES NOT, PROVIDE MEDICAL OR NUTRITIONAL ADVICE. ALL SERVICES PROVIDED THROUGH THIS SITE, ARE PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. RED RABBIT DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED BY IT UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RED RABBIT DOES NOT GUARANTEE THAT THE MATERIALS, INFORMATION OR SERVICES PROVIDED THROUGH THIS SITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL MATERIALS. RED RABBIT DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICES OFFERED THROUGH THIS SITE.

ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM DOWNLOADING SUCH MATERIAL AND/OR DATA.

RED RABBIT EXPRESSLY DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES IN ANY EVENT EVEN IF ADVISED BEFOREHAND OF SUCH DAMAGES AND IN NO EVENT SHALL RED RABBIT BE LIABLE FOR SUCH DAMAGES RESULTING FROM THE ACTIONS OR CONDUCT OF ANY RED RABBIT SUBSCRIBER OR USER. RED RABBIT RESERVES THE RIGHT TO LIMIT YOUR ORDER OR THE QUANTITY OF A SPECIFIC PRODUCT YOU MAY ORDER

TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, RED RABBIT'S LIABILITY FOR ANY LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND INCLUDING THAT WHICH MAY BE DUE TO RED RABBIT'S ACTUAL OR ALLEGED NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT A SUBSCRIBER OR USER PAID FOR THE USE OF THIS SITE.

NUTRITIONAL DISCLAIMER. ALL INFORMATION, RECIPES, MENU ENTRIES, FOOD, AND PRODUCT DESCRIPTIONS ("THE DESCRIPTIONS") AND/OR THIRD PARTY ENDORSEMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE DESCRIPTIONS SHOULD NOT BE USED AS A THERAPEUTIC MODALITY OR AS A SUBSTITUTE FOR

THE ADVICE OF A HEALTHCARE PROFESSIONAL. THE NUTRITIONAL INFORMATION PROVIDED FOR THE RECIPES, FOODS, AND PRODUCTS ON THE SITE IS DETERMINED BY THE FEATURED PEDIATRICIANS, DIETICIANS AND NUTRITIONISTS ON THE SITE USING INDUSTRY STANDARD ANALYSIS. ANY ENDORSEMENT BY SUCH PEDIATRICIANS, DIETICIANS AND NUTRITIONISTS IS INTENDED TO HELP YOU MAKE INFORMED DECISIONS ABOUT YOUR CHILD'S NUTRITION AND DIET AND IS NOT DESIGNED, INTENDED, OR CAPABLE OF REPLACING PERSONALIZED NUTRITION AND HEALTH SERVICES. NO ACTION SHOULD BE TAKEN BASED SOLELY ON THE CONTENT OF THE SITE, REGARDLESS OF PERCEIVED SCIENTIFIC MERIT.

ALLERGY DISCLAIMER. RED RABBIT CANNOT AND DOES NOT GUARANTEE THAT YOUR CHILD SHALL BE FREE FROM ALLERGIC REACTION TO ANY FOOD PROVIDED BY RED RABBIT. RED RABBIT EXPRESSLY DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES IN ANY EVENT EVEN IF ADVISED BEFOREHAND OF SUCH ANY ALLERGIES THAT YOUR CHILD MAY HAVE.

14. Hold Harmless and Indemnification. By using the Site, you agree to indemnify and hold Red Rabbit and its respective parents, subsidiaries, affiliates and agents, and each of their respective officers, directors, employees and Third Party Providers harmless, including but not limited to reasonable attorneys' fees, from and against any claim or demand, made by any third party due to or arising out of your use of the Site, or the use of the Site by any party using your account, including but not limited to violation of the TOS or the infringement of any intellectual property or other right of any person or entity.
15. Content Storage. Red Rabbit assumes no responsibility for the deletion, the inability, or failure to store user or subscriber content.
16. Choice of Law/Forum
This agreement shall be governed by the laws of the State of New York in The United States of America, excluding that body of law known as conflicts of law and the United Nations Convention on Contracts for the Sale of Goods.
17. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
18. Entire Agreement
It is hereby acknowledged that this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

CLOSE WINDOW