



# The LOVVETT Terms of Service

(Updated October, 2021)

Read these LOVVETT terms of service carefully. These Terms of Service (this "Agreement"), is a legal agreement between the user ("you" or "user") and RGM Consulting Group, LLC, ("LOVVETT," "we," "us," or "our"), governing your use of and access to the LOVVETT mobile application ("App"), Website, Mobile site, services and features provided by LOVVETT (collectively, "the Service").

**SECTION 20 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND LOVVETT HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, SECTION 20 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 20 FOR MORE INFORMATION REGARDING THE ARBITRATION AGREEMENT AND THE POSSIBLE EFFECTS OF THE ARBITRATION AGREEMENT.**

## 1. INTRODUCTION

LOVVETT provides an App and online sales channel, using web-based technology that connects you and other users with Stores offering their regular menu items as well as surplus perishable items (in general take away food) as well as other discounts and promotions.

LOVVETT's APP permits you to place orders for food and/or other goods ("Item(s)") from Stores. Once such orders are made, LOVVETT's software notifies Stores that the Item has been purchased, and the Store will reserve and/or prepare the Item for you to pick up at the designated time, or have your order delivered, subject to availability. LOVVETT is not a restaurant, food preparation business, or other vendor.

A store is any establishment that sells perishable products. Stores include: bakeries, restaurants, buffets, cafes, food-trucks, greengroceries, supermarkets, hotels, eco-shops, butcher shops, catering companies, fish



shops, cake shops, cantines (company restaurants), juice shops, ice-cream shops, or any other business that has surplus to sell (for example, flower shops).

In addition to regular menu items, Stores can sell their daily and fresh surplus food by offering specific food items for sale on a limited basis. Stores can also sell mix'n match meal boxes (for example in buffets) allowing you to choose a combination of the surplus items available at the Store location on the day of your order.

This Agreement is effective as of July 1st, 2021, and supersedes and replaces any previous LOVVETT Terms of Service.

The LOVVETT Service is provided by:

RGM CONSULTING GROUP, LLC  
6619 South Dixie Highway #147. Miami, FL 33143  
E-mail: [info@LOVVETT.com](mailto:info@LOVVETT.com)

LOVVETT provides customer service and user support in the LOVVETT application's chat service and by e-mail at [info@LOVVETT.com](mailto:info@LOVVETT.com) on weekdays between 9 AM and 5 PM ET.

## 2. ACCEPTANCE OF TERMS

If you don't want to be bound by this Agreement, please do not access or use the LOVVETT App or Services. LOVVETT may terminate, without notice, your access to the App and/or Services for failure to comply with this Agreement. By creating a LOVVETT account, you have accepted this Agreement and agree to be bound by each of its terms.

You also represent and warrant to LOVVETT that:

- You are at least 18 years of age and have the authority to enter into this Agreement;
- This Agreement is binding and enforceable against you;
- To the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to bind such entity to the terms set forth herein, and the entity accepts these terms;



- You have read and understand LOVVETT's Privacy Policy, the terms of which are posted at the Website and incorporated herein by reference (the "Privacy Policy").

**If you do not agree to these Terms, do not use the Service.**

### 3. AMENDMENT AND ADDITIONAL TERMS

LOVVETT may amend these Terms of Service from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms of Service. LOVVETT will inform users of updates and changes in terms of use in the LOVVETT service on LOVVETT.com. If you do not agree with the updated or changed terms of use, you must refrain from using the LOVVETT service. You should regularly review this Agreement, as your continued access to or use of the Service after the posting of amended Terms of Service constitutes your consent to be bound by the Terms of Service, as amended.

In addition to this Agreement, when using particular plans, offers, products, services or features, you will also be subject to any additional posted terms, guidelines, or rules applicable to such plan, offer, product, service or feature, which may be posted and modified from time to time. All such additional terms are incorporated by reference into this Agreement, provided that in the event of any conflict between such additional terms and this Agreement, this Agreement shall control.

### 4. STORES AND LOVVETT ARE INDEPENDENT

You understand and agree that LOVVETT provides a digital marketplace connecting you with Stores offering regular menu items for sale as well as surplus perishable take-away items, usually food, for purchase by users signed in to the LOVVETT Service. You acknowledge and agree that LOVVETT does not itself prepare food and has no responsibility or liability for the acts or omissions of any Store. LOVVETT is not the retailer of any products offered by Stores. LOVVETT provides a technology platform facilitating the transmission of orders by users to Stores for pickup by users. LOVVETT will not assess or guarantee the suitability, quality, safety, or compliance of any Stores or Items offered by Stores. You acknowledge and agree that LOVVETT itself is not a Store and does not own, operate or control any of the Stores accessible through the Service. You acknowledge and agree that LOVVETT is not responsible for the Stores' food preparation



or the safety of the food, and does not verify Stores' compliance with applicable laws or regulations. You acknowledge and agree that LOVVETT has no responsibility or liability for any acts or omissions by any Stores.

The LOVVETT App displays information about the Stores who offer food through the LOVVETT Service. You acknowledge and agree that LOVVETT does not independently verify representations made by Stores regarding their products, including without limitation any ingredient related information, or menu or restaurant level descriptors or disclosures.

You acknowledge and agree that LOVVETT makes no representation or guaranty regarding the availability of particular Stores, meals, menu choices or other inventory, and availability may change over time. Stores are able to manage the products that they are offering on the Service. Modifications, substitutions and any other changes are permitted in order to adapt the orders to the Items available each day.

You agree that the goods that you purchase will be prepared by the Store you have selected and that title to the goods passes from the Store to you at the Store's location. You agree that LOVVETT does not hold title to or acquire any ownership interest in any goods that you order through the Service.

## 5. Prerequisites for Use

In order to buy items through LOVVETT's Service, the user must:

- Accept these Terms of Service and the processing of user data in accordance with this Agreement and LOVVETT's Privacy Policy.
- Provide correct and up-to-date contact information to LOVVETT.
- Be the authorized user of the credit card used for payment or an authorized user of a corporate account.
- Be at least 18 years of age.
- Download and utilize the App on the user's mobile device.

The user may use the Service via the App with a phone, tablet, or other device suitable for using the Service. The user must also have a functional Internet connection. LOVVETT will not take responsibility for the functionality, suitability or costs of devices or the Internet connection. LOVVETT will use its best efforts to have the App operational, however,



there may be issues, delays, or technical problems outside of LOVVETT's control.

## 6. USER ACCOUNT

Use of the Service requires registration and creation of an Account ("Account"). To register and create an Account, you must create a password and provide certain personal information. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or LOVVETT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LOVVETT has the right to suspend or terminate your current or future use of the Service, or any portion thereof.

Your Account is personal to you and you agree not to create more than one Account. You are the sole authorized user of any account you create through the Service. You are solely and fully responsible for all activities that occur under your password or account. You are responsible for maintaining the confidentiality and security of your Account and password. You agree that you shall monitor your account to prevent unauthorized use, and you will accept full responsibility for any unauthorized use of your password or your account. You agree to (a) immediately notify LOVVETT of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) exit your Account at the end of each session. LOVVETT will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with the foregoing, or for any acts or omissions by you or any other person using your Account and/or password. LOVVETT will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by LOVVETT or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. At LOVVETT's written request delivered by e-mail to the address provided by the user, the user must change the password associated with the user's LOVVETT Account, as deemed necessary by LOVVETT due to a serious information security threat targeted at the LOVVETT Service.



Members cannot transfer or gift items to third parties, including other LOVVETT members. LOVVETT may not be used for commercial purposes.

If you are using or opening an Account on behalf of a company, entity, or organization (“Organization Account”), you represent and warrant that you are an authorized representative of that Organization Account with the authority to bind such organization to this Agreement; and agree to be bound by this Agreement on behalf of such Organization Account.

The Service is not available to any users suspended or removed from the Service by LOVVETT. By using the Service, you represent that you are a resident of the United States who has not been previously suspended or removed from the Service.

## 7. Ordering, Order Confirmation and Cancellations

A user places an order for an Item presented by the Store in the LOVVETT App in accordance with the terms and price presented by the Store. The user may not terminate, change or cancel the order after it has been placed through the LOVVETT App and confirmed by the store. If the user cancels an order the user will be charged a cancellation fee.

A Store can cancel or modify an order, but cannot cancel orders once made and paid for by a Buyer, unless the Store contacts LOVVETT through the channels provided to Stores to process such cancellations. If for any reason an Item ordered by a user is not available or is unacceptable to the user, the Store should try to the best of his or her abilities to satisfy the user with a similar or better item. If the user does not receive an acceptable Item to satisfy its order, LOVVETT will handle the refund to the user as soon as possible during regular business hours. Apart from the refund of payment, the user is not entitled to any other reimbursement or compensation. The user may report an unfulfilled order directly to LOVVETT if the user's request for a refund due to a Store's inability to satisfy the user's order is not processed promptly by the Store. The user will not incur any cancellation or refund fee as a result of a Store's failure to satisfy the user's order.

When an order is placed, the LOVVETT App shall store and process the user's personal information as needed to complete the order. This personal information includes, but is not limited to, the user's first and last name, phone number and e-mail address. After an order is placed, LOVVETT will relay the user's first and last name, phone number and ordering



information to the Store for use in processing and delivering the order, and LOVVETT will send an order confirmation to the user on behalf of the Store through the Service's interface. A receipt for the order will be sent to the user's e-mail by LOVVETT.

## 8. Order price and payment

The user must pay for the Item ordered at the price specified in the order. An additional payment fee may be added when the user chooses a method of payment during the order confirmation. Payment is processed at the time the user places an order. The user must pay for the Item using the methods of payment available through the LOVVETT App. The LOVVETT Service will charge the price of the order on behalf of the Store using the method of payment selected by the user. The LOVVETT Service may use a payment service provided by a third party.

## 9. Picking Up the Order

The user must pick up the Items ordered from the premises indicated by the Store that listed the Items in the Service. The user must pick up their order within the pickup timeframe listed by the store. The user will be responsible for picking up the order from the store premises within the specified time. The store has the right to dispose of or resell the Item if the user fails to pick up the item within the listed timeframe. The user will not be entitled to a refund of their payment for the Item or any other compensation if the user fails to pick up the Item within the listed timeframe. LOVVETT will not refund completed orders for late or missing pickup, nor will the Store.

When the user arrives at the Store, the user must show the emailed receipt or in-app receipt to the Store's personnel, after which the user will be given the listed Item. The Store must offer the user an opportunity to inspect the Item during order pick up. The user should inspect the Item thoroughly to ensure that the Item is acceptable.

## 10. Delivery Terms

LOVVETT enables users to select delivery service in certain geographical areas through the use of third party delivery services. LOVVETT is in no way responsible or liable for the acts or omissions of any third party delivery



service. Delivery of an order is subject to availability of service. Additional fees for delivery may apply.

## 11. Billing Fees

By purchasing an Item through the Service, the user authorizes us to charge the price of the Item set by the offering Store. The user also authorizes us to charge any other fees incurred in connection with the use of the Service, including but not limited to sign-up fees, delivery fees, taxes and payment processing fees.

- Charges paid for completed orders are final and non-refundable. LOVVETT has no obligation to provide refunds or credits, but may grant them, in each case in LOVVETT's sole discretion.
- The user may edit payment method information through the LOVVETT App. If a payment is not successfully settled, due to expiration, insufficient funds or otherwise, the user will remain responsible for any uncollected amounts. If we cannot charge the user Account, we reserve the right, but are not obligated, to terminate the user access to the Service or any portion thereof.
- Taxes and fees are charged to the user on all Items ordered through the Service, including a payment processing fee.
- LOVVETT will charge a cancellation fee for each order the user cancelled. In the event that the Item ordered is not provided or is not satisfactory, the user may request a refund from LOVVETT and if the refund is granted by LOVVETT, the user will not incur any cancellation fee.
- LOVVETT reserves the right to introduce additional fees (such as a sign up fee or missed Item pick up fee) and to change the amount of current fees, or any such additional fees at any time.
- The user is also responsible for all third party charges and fees associated with connecting to and using the Service, including but not limited to, internet Service provider fees, telephone and computer equipment charges, sales tax, delivery fees, and any other fees necessary to access the Service.



## 12. Limited Liability, Waiver and Release

Stores participating in the Service are solely responsible for ensuring that the Items offered through the Service are prepared and sold in compliance with all applicable laws and regulations concerning the handling, storing and transportation of food, and in accordance with the established principles and practices of the industry. LOVETT acts only as an intermediary for the Stores' Items by providing a digital marketplace via the App. LOVETT is not the seller, provider or manufacturer of the Items offered by Stores and is not responsible for the quality or safety of the Items.

IN RECOGNITION OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE AND RELEASE ALL CLAIMS, ACTIONS, SUITS AND PROCEEDINGS AGAINST LOVETT, ITS AFFILIATES, AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, DIRECTORS, WHICH ARISE OUT OF OR RELATE TO THE PROVISION ANY FOOD, SERVICE OR OTHER ITEM BY A STORE, INCLUDING WITH RESPECT TO BODILY INJURY, PHYSICAL HARM, ILLNESS, DEATH OR PROPERTY DAMAGE.

Stores provide information regarding their Items to users through the LOVETT Service. LOVETT is not responsible for the content of the information provided by Stores, including without limitation, any errors, omissions or misleading statements concerning Item descriptions, prices and other terms, such as pickup times.

Sales of all Items are final and nonrefundable after pick up or delivery to the user. Stores are solely responsible for all claims and complaints regarding the adequacy and condition of Items. However, the user may report such complaints or any technical errors to LOVETT by e-mail at: [help@LOVETT.com](mailto:help@LOVETT.com). A user must submit claims and complaints concerning a Store or the LOVETT Service without delay and clearly describe the incident or issue on which the claim is based.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOVETT AND ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC ADVANTAGE), OR OTHERWISE, EVEN IF LOVETT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOVETT'S MAXIMUM AGGREGATE LIABILITIES RELATED TO OR IN CONNECTION



WITH THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO LOVVETT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

### 13. User Conduct and Prohibited Use

You must maintain the confidentiality of you user Account and password in accordance with the Terms set forth in Section 6 of this Agreement.

You must use the LOVVETT Service in a way that does not cause disruptions for other users of the Service or the Stores using the LOVVETT Service. While using the LOVVETT Service, the user must abide by all applicable laws and regulations. LOVVETT has the right to immediately suspend or terminate the Account of a user who abuses or attempts to abuse the Service, or to reject orders made by such a user. LOVVETT may also reject any order if we have reason to doubt the authenticity or validity of such order.

In particular, by accessing the Service, you agree:

- To comply with all applicable laws and regulations regarding online conduct and submission of acceptable user content;
- Not to use the App and/or Service or submit content if you are under the age of 18;
- Not to access the App and/or Service using a third-party's Account, or in the case of an Organization Account, unless expressly authorized;
- Not to attempt, through any means, to gain unauthorized access to any part of the Service, App, other Accounts, computer systems and/or networks connected to any LOVVETT server;
- Not to attempt to impersonate another user or person;
- Not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by LOVVETT;
- Not to deep-link to the platform or access the platform manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the Service and/or any materials and/or other content on the Service, unless LOVVETT has given you specific permission to do so in writing;



- Not to conduct any kind of systematic retrieval of data or other content from the platform;
- Not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Service;
- Not to use the platform in any manner that could damage, disable, overburden and/or impair any LOVVETT server, or the network(s) connected to any LOVVETT server, and/or interfere with any other party's use and enjoyment of the Service;
- Not to transmit any chain letters or junk email;
- Not to use any information obtained from the Service in order to contact, advertise to, solicit, or sell to any user or merchant;
- Not to sell or transfer your profile;
- Not to use the Service to engage in commercial activities apart from use of LOVVETT Services authorized by this Agreement;
- Not to use the service as part of an effort to compete with LOVVETT;
- Not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in any format or media;
- Not to license, sell and/or otherwise provide access to and/or use of the service to any third party, including without limitation to build a competitive product and/or service;
- Not to create restaurant reviews or blog entries with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Service;
- Not to copy, publish or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- Not to harass, annoy, intimidate or threaten any users or LOVVETT employees or agents engaged in providing any portion of LOVVETT's Services;
- Not to display an advertisement, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Service or LOVVETT's Services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;
- Not to delete the copyright or other proprietary rights notice from any user content or any portion of the Service;
- Not to upload or transmit viruses or other harmful, disruptive or destructive files;
- Not to disrupt, interfere with, or otherwise harm or violate the security of the platform, App, the Service, system resources, Accounts, passwords, servers or networks connected to or accessible through the Service or affiliated or linked service (including those of Stores); and



- Not to use the Service for any illegal purposes.

You agree that the consequences of commercial use or re-publication of user content or materials from the Service or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that LOVVETT will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

## 14. USER CONTENT

LOVVETT may grant you the ability to post or submit information, including but not limited to, user ratings and reviews ("User Content"). Such User Content may include, without limitation, text, graphic and pictorial works, or any other content submitted by users through the Service.

You grant LOVVETT a perpetual, irrevocable, transferable, fully paid , royalty-free, non-exclusive, worldwide, sub-licensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute and/or otherwise use User Content in connection with LOVVETT's business and in all forms of media now known or hereafter invented ("Uses"), without notification to or approval by you. The license granted to LOVVETT in connection with User Content shall survive termination of the Service or your Account.

You further grant LOVVETT a license to use your username and/or other user profile information, including without limitation, your ratings history and how long you have been a LOVVETT user, to attribute User Content to you in connection with the Uses without notification to or approval by you. If you provide any suggestions, input or other feedback relating to the Service, such information shall be deemed to be User Content, and LOVVETT shall have the right to freely and fully exercise and exploit such User Content in connection with its business, without notice to, approval by or compensation to you.

User Content transmitted to certain parts of the Service, including, without limitation, restaurant pages and certain interactive areas, may be posted in public areas on our Service, including without limitation in a compilation format, and as such will be publicly visible and accessible. User Content is displayed for informational purposes only and is not controlled by LOVVETT. LOVVETT cannot guarantee any anonymity or confidentiality with respect to any User Content, and strongly



recommends that you think carefully about what you upload to the Service. LOVVETT and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives will not be responsible for, and you hereby expressly release the foregoing from any and all liability related to or arising in connection with your User Content.

By submitting User Content, you agree to follow the standards of conduct below, and any additional standards of conduct that we may publish from time to time. We do our best to encourage civility and discourage disruptive communication within the Service. We also prohibit communications that incite others to violate our standards. We expect your cooperation in upholding our standards. You are responsible for all of your User Content, and you agree not to provide any User Content that:

- Is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically and/or otherwise objectionable;
- Has a commercial, political or religious purpose;
- Is false, misleading and/or not written in good faith;
- Infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, or other proprietary rights of any person or entity;
- Is illegal and/or promotes illegal activity;
- Contains unauthorized advertising and/or solicits users to a business other than those on the Service; and/or
- Is intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the platform or other website.

LOVVETT may monitor any and all use of the Service; however, we are under no obligation to do so. LOVVETT makes no representations that it will publish or make available on the Service any User Content. We may manage the Service in a manner intended to protect our property and rights and to facilitate the proper functioning of the Service. If any User Content or conduct on our Service violates our standards, or any other terms and conditions of this Agreement, or interferes with other peoples' enjoyment of the Materials or our service, or contains content that we believe is inappropriate in our sole discretion, we reserve the right to change, delete or remove, in part or in full, any such User Content or materials, and we further reserve the right to terminate or suspend access to all or part of our Service. LOVVETT will cooperate with



local, state and/or federal authorities to the extent required by applicable law in connection with User Content.

You understand that when using the Service, you may be exposed to User Content from a variety of sources and that LOVVETT does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST LOVVETT WITH RESPECT THERETO.

## 15. Cancellation of Service and Termination

LOVVETT has a right to update and change these Terms of Service in accordance with Section 3 of this Agreement. The user has a right to stop using the Service at any time, and to terminate its Account.

The Service is under constant development. Therefore, LOVVETT has the right to develop and modify the App and Service and to add and remove features. In this Agreement, the term “Service” refers to its current version.

LOVVETT has the right to permanently or temporarily cancel the App and/or Service, its production and maintenance at any time. LOVVETT shall make no commitments as to the availability of the App and/or Service.

At any time and without prior notice LOVVETT may terminate, cancel, deactivate and/or suspend a user Account, any Items ordered, and/or access to or use of the App and Service or any portion thereof. At any time and without prior notice LOVVETT may discontinue, modify or alter any aspect, feature or policy of the App, Service or your Account. Upon any termination, we may immediately deactivate the user Account and all related information and/or bar any further access to Account information and the Service.

LOVVETT does not permit copyright infringing activities and reserves the right to terminate access to the Service and remove all content submitted by any persons who are found to be infringing. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities.



These remedies are in addition to any other remedies LOVVETT may have at law or in equity.

If we determine that the user has violated this Agreement or otherwise engaged in illegal or improper use of the Service, the user will not be entitled to any refund and agrees that we will not be responsible to pay any such refund. The user agrees that LOVVETT will not be liable to the user or any third party for any termination or modification to the Service regardless of the reason for such termination or modification. The user's only right with respect to any dissatisfaction with any modification or discontinuation of the Service is to cancel or terminate the user Account.

This Agreement shall remain enforceable after the termination of access to the Service or the user Account, and all provisions of this Agreement that by their nature should survive its termination shall survive termination, including without limitation provisions concerning User Content, Limited Liabilities, Indemnification, and Disclaimer of Warranty.

## 16. Intellectual property rights

LOVVETT and/or its license granters hold exclusive intellectual property rights to the Service, its contents and their components. The user shall not be granted any intellectual property rights to the Service, its contents or their components. Therefore, the user does not have a right to modify, compile, copy or create derivative works of the Service, its contents or their components, or to transfer them or in any way attempt to gain possession of the source code of the Service or its components.

The LOVVETT website and App are owned and operated by LOVVETT. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), Services, and all other elements of the Service provided by LOVVETT ("Materials") are protected by the copyright, trade dress, patent, and trademark laws of Canada, the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the service are the copyrighted property of LOVVETT or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to LOVVETT or its affiliates and/or third-party licensors. Except as expressly authorized by LOVVETT, you agree not to sell, license, distribute, copy, modify, publicly



perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

## 17. Transfer and Assignment

LOVVETT has a right to fully or partially transfer and/or assign its rights and responsibilities under this Agreement without the user's consent. The user does not have a right to fully or partially transfer and/or assign its rights and responsibilities under this Agreement, and any attempted transfer and or assignment by user shall be void.

## 18. Third Party's Products and Services; Links

The service may include links or access to other web service or services ("Linked Services") solely as a convenience to users. LOVVETT does not endorse any such Linked Services or the information, material, products, or services contained on other linked services or accessible through other Linked Services. Furthermore, LOVVETT makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Services. ACCESS AND USE OF LINKED SERVICES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SERVICES OR AVAILABLE THROUGH LINKED SERVICES, IS SOLELY AT YOUR OWN RISK.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and such advertiser. YOU AGREE THAT LOVVETT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

## 19. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LOVVETT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". LOVVETT ALSO DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LOVVETT, SHALL CREATE ANY WARRANTY.



WITHOUT LIMITING THE FOREGOING, LOVVETT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS

- (I) THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR
- (II) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL OR DATA THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

## 20. Indemnification

You agree to defend, indemnify, and hold harmless LOVVETT, its affiliates, and each of our and their respective employees, agents, contractors, officers, directors, suppliers and representatives from losses, claims, actions, costs, damages, penalties, fines and expenses, including reasonable attorneys' fees, that arise from or relate to your User Content; your misuse of the Services; your breach of this Agreement or any representation, warranty or covenant in this Agreement; or your violation of any applicable laws, rules or regulations through or related to the use of the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

## 21. Arbitration and Dispute Resolution

Before filing a claim against LOVVETT, you agree to try to resolve the dispute informally by contacting [help@LOVVETT.com](mailto:help@LOVVETT.com). Notification of your dispute must include (1) your name, (2) your address, (3) a written description of the dispute, and (4) a description of the specific relief you seek. We'll try to resolve the dispute informally by contacting you via email. If LOVVETT does not resolve the Dispute to your satisfaction within 45 days



after it receives your written notification, you or LOVETT may bring a formal proceeding.

## ARBITRATION CLAUSE AND CLASS ACTION WAIVER—IMPORTANT—PLEASE READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND LOVETT (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICE, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES INCLUDING THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY CALLING 1-800-778-7879. YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Florida, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and LOVETT. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: LOVETT, Legal Department, 13060 Deva St., Coral Gables, FL 33156. The arbitration may be held in the United States County where you live, in Miami, FL, or in any other location we agree to. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. LOVETT will reimburse filing, administration and arbitrator fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. LOVETT will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or



representative capacity, or consolidated claims if we are a party to the proceeding. If this specific paragraph regarding class action waiver is held unenforceable, all of the preceding language in this Arbitration and Dispute Resolution section will be null and void.

If any clause within this Arbitration and Dispute Resolution section, other than the class action waiver provision above, is found to be illegal or unenforceable, that clause will be severed from this Arbitration and Dispute Resolution section, and the remainder of this Arbitration and Dispute Resolution section will be given full force and effect. This Arbitration and Dispute Resolution section shall survive the termination of this Agreement and your use of the Services.

Notwithstanding the foregoing, either you or LOVVETT may assert claims, if they qualify, in small claims court in Miami, Florida or any United States county where you live. If the agreement to arbitrate is found not to apply to you or your claim, or to invalid or unenforceable for any reason, you agree to the exclusive jurisdiction of the state and federal courts in Miami Florida to resolve your claim, and that the laws of the state of Florida, without regard to principles of conflict of laws, will govern this Agreement and any dispute you may have with LOVVETT.

## 22. Accessing and Downloading the Application from the Apple App Store.

- The following applies to the App accessed through or downloaded from the Apple App Store:
- **Acknowledgement:** You acknowledge that this Agreement is concluded between You and LOVVETT only, and not with Apple, and LOVVETT, not Apple, is solely responsible for the App and the content thereof. In the event any terms of this Agreement are in conflict with the Apple Media Services Terms and Conditions as in effect, the Apple Media Service Terms and Conditions shall control.
- **Scope of License:** The App is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Services;
- **Maintenance and Support:** LOVVETT is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable



law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

- **Warranty:** In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you, if applicable. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty are not Apple's responsibility.
- **Product Claims:** LOVETT, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks, if applicable.
- **Intellectual Property Rights:** In the event of any third party claim that the App or the your possession and use of the App infringes that third party's intellectual property rights, Apple shall in no way be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** You represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
- **Developer Name and Address:** User questions, complaints or claims with respect to the App should be directed to:  
RGM CONSULTING GROUP, LLC  
13060 Deva St. Coral Gables. FL 33156  
E-mail: info@LOVVETT.com
- **Third Party Terms of Agreement:** You must comply with all applicable third party terms of agreement when using the App.
- **Third Party Beneficiary:** Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right)



to enforce this Agreement against you as a third party beneficiary thereof.

## 23. Miscellaneous

**Severability.** If any part of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting its original intent and objectives.

**Entire Agreement.** This Agreement and any applicable additional terms, as set forth herein, and as may each be amended, are the entire agreement between you and LOVVETT, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions.

**Waiver.** No waiver or modification of any of this Agreement by LOVVETT is binding unless authorized in writing by an executive officer of LOVVETT. In the event that LOVVETT waives a breach of any provision of this Agreement, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of this Agreement and will in no manner affect the right of LOVVETT to enforce the same at a later time.

**Statute of Limitations.** YOU AND LOVVETT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Force Majeure.** LOVVETT shall not be liable to you for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.