

1. INTRODUCTION

Welcome to Goodie Bag Food Co. (“Goodie Bag” or “we”).

Goodie Bag’s mission is to end food waste and food insecurity by connecting customers to surplus food.

We provide a way for the end user (“Customer”) to communicate his or her reservations for surplus food and other surplus products, including unspecified products in to-go packaging (“goodie bags”) at food stores, restaurants, supermarkets, grocers, bakeries, hotels etc. (“Stores”) displayed on our platform (the “Service”).

These terms and conditions (“Terms”) apply to any reservation and sale of the Products which are carried out via [our website](#) or app (“Platform”).

When placing a Reservation Order (as defined below), the Customer accepts these Terms and thus, the Customer is required to review the Terms thoroughly before the Customer places an order on the Platform.

Goodie Bag’s cookie and privacy policy, as available at all times on the Platform, shall form an integrated part of these Terms and shall be automatically accepted upon acceptance of these Terms.

2. GOODIE BAG CONCEPT

The Products are made available for reservation on the Platform, and Customers may reserve the Products by placing a Reservation Order (as defined below) on the Platform.

The Products are reserved by the Customer when Goodie Bag confirms through a Reservation Confirmation (as defined below).

Once a Customer reserves a goodie bag and the Store accepts the Reservation, the Customer commits to be present at the Store at the Pick-up time (as defined below) while the Store commits to offer the goodie bags for sale, as specified herein. Both parties have a right of cancellation as defined below.

Goodie Bag is solely arranging the sale of goodie bags on the Platform on behalf of a Store, and there shall be no contractual relationship between Goodie Bag and the Customer with regard to the goodie bags or the sale of goodie bags. Goodie Bag has no responsibilities in respect of the goodie bags or fulfillment of the agreement between the Store and the Customer.

Goodie Bag is solely collecting the Purchase Price (as defined below) for the goodie bags on behalf of the Store and is thus merely acting as a payment agent on behalf of the Store.

3. ACCEPTANCE

When placing an order on the Platform, the Customer confirms:

- To be legally capable of entering into binding agreements,
- to be a consumer shopping for personal purposes and
- to be in the possession of a valid debit, credit card or other payment means available for payment on the Platform.

By accepting these Terms, the Customer accepts to receive all relevant information in English. Furthermore, the Customer accepts that all agreements between the Customer and Goodie Bag and any related information necessary for conducting the Services are stored by Goodie Bag in accordance with Goodie Bag's privacy policy.

Furthermore, by accepting these Terms, the Customer accepts to receive emails and text messages related to any orders placed by the Customer. This is required by Goodie Bag in order to ensure that the Customer receives all essential notifications related to the order.

Goodie Bag reserves the right to revise and amend the Terms from time to time. The Customer's order will be subject to the Terms applicable at the time when the Customer placed the order.

4. GOODIE BAG'S CONTACT INFORMATION AND CUSTOMER SERVICE

7333 Old Post Road, Boulder, CO, 80301

(914)-364-3506

customersupport@goodiebag.co

5. PRODUCT AND PRODUCT INFORMATION

Goodie Bag is exclusively arranging the contract between the Customer and the Store and Goodie Bag has no responsibilities in respect of the Products or fulfillment of the contract between the Store and the Customer.

Goodie Bag does not, in any way, manufacture, sell, purchase, store, prepare, produce, process, mark, pack, deliver or handle the Products. Goodie Bag has no responsibility for the fulfillment of the contractual obligations towards the Customer regarding the Products, including the manufacturing, sale, purchase, storage, preparation, production, processing, marking, delivery, quality, ingredients, allergens or handling of the Products, and the compliance with applicable legislation, including with respect to the above, unless Goodie Bag is explicitly designated as the manufacturer or seller of the Product on the Platform.

The Customer can find information about the Products and a description of the Products on the Platform. This information is only instructive and for the purpose of giving the Customer the best prerequisites for evaluating selected Products before making the reservation. There may be

instances where the Platform is not updated and where the actual product range, stocked items etc. is not as stated on the Platform. In such cases, Goodie Bag is of no liability. It is the Stores that are responsible for providing information about the Products and to ensure that it is factually accurate and up-to-date. Goodie Bag does not undertake any such responsibility and, hence, has no liability for the contents of or availability of information regarding the Products.

If the Customer is in doubt about allergy warnings, contents of a dish or any other menu information, the Customer shall confirm with the Store directly before ordering. The Customer may always cancel the Reservation Order, if the cancellation is due to ingredients, allergens or other labeling related information regarding the Product.

Upon Pick-up (as defined below), the Store shall provide the Customer upon request with information regarding list of ingredients, allergens and other labeling related information regarding the Product. Any Products purchased via the Goodie Bag Platform shall be consumed immediately after Pick-up and/or as instructed by the Product Label or the Store. Goodie Bag will not assume any liability for Customers' adverse reactions from Products for any reasons, including if consumed inconsistently with the labeling or the information set out in these terms or given directly by the Store.

Goodie Bag is not liable or responsible for any failure to perform or any delay in the performance of any obligations relating to the Products, including with respect to manufacturing, sale, purchase, storage, preparation, production, processing, marking, delivery, quality, ingredients, allergens or handling of the Products.

6. RESERVATION OF PRODUCTS

A list of active Stores can be found in the app. If the Customer has allowed the app to use location services, the app will track the Customer's location and the list will show stores near the Customer. Once the Customer has selected the Store and Product, the Customer will be given the opportunity to submit his or her order by clicking "reserve", "buy" or a similar button.

The list is solely established in consideration of a geographical criteria. The Customer might have the possibility to filter the results in consideration of the availability of Products to reserve, of the Pick-up hour, of the nature of Products contained in "goodie bags", or as otherwise determined by Goodie Bag.

The referenced Stores are the ones who are active on the Platform.

The supply of Products on the Platform is only an invitation to the Customer to place a reservation.

A reservation order made by the Customer via the Platform ("Reservation Order") is considered an offer by the Customer to the Store to purchase a Product.

The Reservation Order shall be accepted by the Store upon Pick-up and, hence, the reservation shall be final and binding upon the Store and Customer upon Pick-up of the Product (as defined below), subject, however, to the limitations in the cancellation rights due to the nature of the Concept, as described in clause 7 below.

7. RESERVATION CONFIRMATION

Upon receiving the Reservation Order, Goodie Bag will begin processing it by sending the reservation to the relevant Store. Goodie Bag will notify the Customer that the Reservation Order has been received (“Reservation Confirmation”) and is being processed. Please note that any confirmation page that the Customer may visit on the Platform merely indicates that the reservation has been received and is being processed and does not mean that the reservation has been accepted by the Store.

The Reservation Confirmation should be saved by the Customer. The Reservation Confirmation will contain information regarding the reservation placed by the Customer.

Please note that the Reservation Confirmation does not mean that the reservation is accepted, but is merely a confirmation of receipt of the Reservation Order.

8. PICK-UP

Products reserved on the Platform must be picked-up by the Customer at the stated pick-up address (“Pick-up”). The Pick-up time will normally be at a specific time, but can be listed as a time period typically spanning 10 to 30 minutes but can be shorter or longer. Store description and details about when and where the Products can be picked up will appear on the Platform and is stated in the Reservation Confirmation as well. If the Customer arrives at the Pick-up address before the specified pick-up time, we ask them to please wait outside for the sake of the Store’s guests. Be aware that if the Customer arrives after the pickup time, the Store may be closed and/or the Product may be unavailable.

Since the Products are perishable goods and since Goodie Bag’s concept is to avoid waste of food and other products, the Store is entitled to sell the Product to another customer if the Customer does not Pick-up the Reservation Order by the time set out in the Reservation Confirmation. In this event, Goodie Bag is entitled to charge the Purchase Price (as defined below) from the Customer.

Upon Pick-up, the Customer shall show his or her Reservation Confirmation in the Goodie Bag app to the Store’s employees, after which they will hand out the Products reserved. It is the Customer’s responsibility to ensure that the Reservation Confirmation in the app can be shown at Pick-up. The Customer is required to make sure that the Products and number of Products handed out correspond to the Customer’s reservation.

9. PRICE

All prices are indicated in \$USD and is including applicable VAT but may exclude any online payment administration charges, unless otherwise specified.

Any fees related to the order and payment will be calculated and listed when the Customer places the Reservation Order.

Any value of the Products stated on the Platform is a minimum value had the Products not been sold as surplus food.

10. PAYMENT

The Customer can pay with several brands of debit and credit cards as well as other payment methods made available on the Platform.

If using a credit or debit card, the Customer must enter his or her card number, the expiration date and the security code when placing a Reservation Order.

Upon placing a Reservation Order, the amount stipulated by the Store for the Products (“Purchase Price”) is authorized or reserved at the Customer’s account (depending on the chosen payment method) (“Account”). The Purchase Price is charged at the Customer's account upon reservation of the Product or at or immediately after Pick-up (depending on the chosen method of payment). If the reservation is canceled in accordance with these Terms, the Purchase Price is canceled or refunded to the Customer.

The Purchase Price is collected by Goodie Bag from the Customer on behalf of the Store. Goodie Bag may amend, modify or restructure the payment procedure for its Customers, as it deems reasonable.

The Platform uses PCI compliant Payment Service Providers. Payment by debit or credit card on the Platform is safe and certified by the card issuer. All payments are made through an encrypted internet connection.

Goodie Bag does not store any debit or credit card information. Such information is handled by the Payment Service Providers. However, such information may be stored by the Payment Service Providers.

If the Customer’s credit card or payment method is rejected when trying to pay for an order, the Customer should verify that the entered information is correct.

If the Customer has corrected the error and the credit card is still rejected, Goodie Bag recommends that the Customer contacts his or her bank.

Due to standard banking procedures, once the Customer has submitted a Reservation Order by use of a credit or debit card and the payment has been authorized, the bank or card issuer will

reserve the full amount of the Reservation Order. If the Reservation Order is subsequently rejected by the Store or canceled for any other reason in accordance with these Terms, the bank or card issuer will not transfer the funds for the order to Goodie Bag and will instead refund the Customer by releasing the relevant amount back into the Customer's available balance. However, this may take up to 10 working days (or longer, depending on the Customer's bank or card issuer), and Goodie Bag does not have authority to make enquiries to a Customer's bank or card issuer on specific payment issues. The Customer must do so.

By accepting these Terms, the Customer accepts the method of payment set out above and acknowledges and agrees that Goodie Bag is not responsible or liable to the Customer in relation to the above.

11. RIGHT OF COMPLAINT

In case of a complaint concerning a Product (including the "goodie bag" and its contents), the Customer shall address the complaint to the Customer Service of Goodie Bag before considering any other action. Goodie Bag will handle all claims (including with respect to the "goodie bag" and its contents) as Goodie Bag deems correct and any decision by Goodie Bag regarding the Product is entirely up to Goodie Bag.

In the event that the intervention of Goodie Bag is not to the satisfaction of the Customer, these Terms do not limit the means available to the Customer to resolve the dispute it has with the Store under statutory law. The Services are covered by statutory consumer protection legislation and other statutory legislation regarding purchase of goods and provisions set out herein regarding defects and delays.

All complaints are handled exclusively by Goodie Bag and the Customer shall direct complaints against Goodie Bag and not the Store.

The Customer shall verify the content of the Products upon receipt.

In case of a complaint, the Customer shall contact Goodie Bag via email and provide the information about the Products and why the Customer is unsatisfied. After receiving the complaint, Goodie Bag will process the complaint in cooperation with the Store if relevant and the Customer will receive a reply from Goodie Bag within 10 business days.

In case the Customer is not satisfied with Goodie Bag's reply, the Customer may submit a complaint to the relevant consumer protection authority.

12. CUSTOMER REVIEWS

In particular (but without limitation), any reviews that the Customer submits through the Platform may not:

- contain any defamatory, obscene or offensive material;

- promote violence or discrimination;
- infringe the intellectual property rights of another person or legal entity;
- breach any legal duty owed to a third party (such as a duty of confidence);
- promote illegal activity or invade another's privacy;
- give the impression that they originate from us; or
- be used to impersonate another person or to misrepresent your affiliation with another person.

Goodie Bag does not control, modify or edit any reviews posted, except that Goodie Bag is entitled to remove or edit at any time any reviews posted, uploaded or transmitted to the Platform in the event that the review breaches one or more of the prohibitions mentioned above or is otherwise deemed fraudulent.

The reviews contained on the Platform are for information purposes only and do not constitute advice from Goodie Bag. Reviews reflect the opinions of customers who have ordered through the Platform or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, Goodie Bag assumes no responsibility or liability to any person for any reviews, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that the Customer may encounter in any such reviews.

Goodie Bag is entitled to store the reviews.

The Customer will not receive compensation or benefits from making reviews through the Platform.

There may be a delay between the filing of the review and the publishing hereof.

13. CUSTOMER BEHAVIOR

Customers are requested to show respect for the Store's guests and personnel, as well as Goodie Bag's personnel.

The Customer is informed that in case of inappropriate behavior towards the Store, the other customers of the Store or Goodie Bag, or if the Customer commits a crime against or in the Store in connection with the Service, or violates the code of conduct rules of the Store or Goodie Bag or any other similar behavior, Goodie Bag may, in particular after complaints made by the Store, ban, exclude or suspend the Customer from the Platform and the Services. The intervention of Goodie Bag does not deprive the Store of the means and rights at its disposal to obtain possible reparations.

14. LIMITATION OF LIABILITY

Goodie Bag shall not be liable for losses arising out of or in connection with (i) matters for which a Store bears the responsibility, (ii) faults of third parties or through non-attributable interruption of availability of the Platform; (iii) orders by Customers made using fraudulently obtained payment data or other contractual data (e.g. the “phishing” of credit card data, identity theft etc.); (iv) content of sites to which the Platform links, including the accuracy of the linked sites and the data protection at such site; and (v) similar events as set out under (i) – (iv).

Goodie Bag is not liable or responsible for any failure or non-compliance with respect to its Services if such failure is caused by circumstances outside Goodie Bag’s control. Such circumstances may be but is not limited to disruptions in the operation of Goodie Bag and/or the Store as a result of legislation, acts of state or public authorities, acts of war, terrorism, strikes, physical blockades, lockouts and natural disasters.

Goodie Bag shall only be liable for direct losses and shall in no event be liable for indirect or consequential losses. In all events, except in the event of fraud or wilful misconduct, Goodie Bag’s liability is limited to the amount of USD.

This also applies in respect to product liability.

15. INTELLECTUAL PROPERTY

The Customer may use the Platform and print and download extracts from the Platform for his or her personal non-commercial use on the following basis:

- The Customer must not misuse the Platform (including hacking or “scraping”).
- Unless otherwise stated, the copyright and other intellectual property rights in the Platform and in material published on it (including without limitation photographs and graphical images) are owned by Goodie Bag or Goodie Bag’s licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Terms, any use of extracts from the Platform other than in accordance with this clause 16 is prohibited.
- The Customer may not modify the digital or paper copies of any materials that he or she prints in accordance with this clause 16 and the Customer may not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
- The Customer shall ensure that Goodie Bag’s status as the author of the material on the Platform is always acknowledged and referenced.
- The Customer is not allowed to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a license from Goodie Bag to do so.

Except as stated in this clause 16, the Platform may not be used, and no part of the Platform may be reproduced or stored in any other Platform or included in any public or private electronic retrieval system or service, without Goodie Bag’s prior written permission.

16. GOVERNING LAW

These Terms (and any reservation and purchase of Products made hereunder) are subject to the laws of the United States of America.

Any dispute arising out of or in connection with these Terms shall – where such dispute cannot be settled amicably – be decided by the courts of the United States of America.

Irrespective hereof, the Customer may always submit a complaint to the relevant consumer protection authority applying in the region in which the Store, from which the reservation or purchase is made, is located.