

Effective as of June 3, 2023

Gin Delivers LLC and its subsidiaries and affiliates ("**GIN**", "**we**", "**our**", or "**us**") own and operate certain websites, mobile device applications, and other tools, technology, and programs (collectively, the "**Platform**"), as well as services associated with or made available through the Platform (collectively, the "**Services**"). These Terms of Service ("**Terms**") govern your access to the Platform and Services and constitute a legal agreement between you and GIN. So please read them carefully.

PLEASE REVIEW SECTION 9, TITLED THE "DISPUTE RESOLUTION" CAREFULLY. UNLESS YOU OPT OUT OF ARBITRATION AS PROVIDED BELOW, THESE TERMS WILL REQUIRE YOU TO RESOLVE DISPUTES WITH GIN, NO MATTER WHEN ARISING OR ASSERTED, THROUGH BINDING INDIVIDUAL ARBITRATION (WITH LIMITED EXCEPTIONS). YOU ACKNOWLEDGE AND AGREE THAT YOU AND GIN EACH WAIVE THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Notwithstanding the foregoing, these Terms do not supersede or otherwise impact the enforceability of any agreements you may have with GIN if you are a Retailer (defined below), advertiser, or other company with which we partner.

1. SHOPPING WITH GIN

GIN does not sell, offer to sell or solicit sales of alcohol: our Services enable you to search online for alcohol and other products available for sale by licensed alcohol retailers that have agreed to use GIN's Platform ("**Retailers**"). The Services are not meant to facilitate any improper furnishing of inducements by any manufacturer, importer, supplier, wholesaler, or distributor of alcohol beverages to any retailer of alcoholic beverages or to facilitate any improper exclusionary practices by any alcohol beverage licensee. When you search for a product, the Services show you its availability, price and other information based on your location and information provided by the Retailers that service your location; if you prefer, you may sort and filter results based on search criteria. Our Services may be limited or not available at all in some locations due to local law or other restrictions.

Certain features of the Services may have their own terms and conditions that you must agree to when you sign up for that particular product, function, or service (each an "Individual Service Agreement"). An Individual Service Agreement supplements these Terms and is hereby incorporated by reference. If any term of these Terms expressly conflicts with any term of an Individual Service Agreement, the conflicting term in the Individual Service Agreement will control. All other terms and conditions of each agreement will remain in full force and effect.

GIN may charge you a Service Fee when you place an order. Any Service Fee will be disclosed to you before you finalize your order and will be charged to you in

addition to the purchase amount and any required taxes. When you place an order through the Platform, it is an offer to purchase from a Retailer. The total purchase amount (plus any additional Service Fee and required taxes) may be authorized by your payment card company, but your offer is not accepted by the Retailer at that time. The Retailer reviews your order and decides whether to accept it. If the Retailer decides to accept your order, they will charge your payment card for the purchase amount (plus any additional Service Fee) and arrange for the delivery, pick-up, or shipment.

2. SERVICES

The Services enable you and other consumers to find, request, or receive (i) Third-Party Services from third party service providers, including without limitation, merchants, retailers, grocers, and restaurants; (ii) related personalized content, including features, recommendations and advertisements for products or services tailored to your needs and interests; and (iii) certain supporting services, including providing you the ability to express certain preferences about the Third-Party Services or Third-Party Service Providers, payment processing and customer support. Unless otherwise agreed by GIN in a separate written agreement with you, these Services are made available solely for your personal, noncommercial use.

Please note that once your request for the Services or Products has begun, you may no longer have the option to reschedule or cancel. If GIN is able to reschedule or cancel your request, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

GIN IS NOT A COMMON OR MOTOR CARRIER AND DOES NOT TRANSPORT YOU OR YOUR GOODS. GENERALLY, THE SERVICES ARE ONLY OPEN TO REGISTERED USERS OF THE SERVICES AND NOT TO THE GENERAL PUBLIC. YOUR ABILITY TO REQUEST, AND IF APPLICABLE, OBTAIN THIRD-PARTY SERVICES. THE USE OF THE SERVICES DOES NOT ESTABLISH GIN AS A PROVIDER OF ANYTHING.

The Platform and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "**Content**") is owned by or licensed to GIN. The Platform and the Content are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other intellectual or proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Platform and except for the intellectual property of other companies that are displayed on the Platform, all intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to GIN.

We grant you a limited, personal, nonexclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of

the Platform. You may use the Platform only as permitted by these Terms and law. All rights not expressly granted in these Terms are reserved. You may not resell or otherwise make commercial use of the Platform, the Content, or the Services; collect and use any product listings, descriptions, or prices; make any derivative use of the Platform, the Content, or the Services; download, copy, or otherwise use account information for the benefit of any third party; use data mining, robots, or similar data gathering and extraction tools; or otherwise misuse the Platform. This license will terminate if you do not comply with these Terms.

You acknowledge and agree that the availability of the Platform may be dependent on the third party from which you download the GIN app, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that these Terms are between you and GIN and not with the App Store and that GIN is responsible for the provision of Services as described in these Terms. However, if you downloaded the GIN app from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporates by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

3. ACCOUNT REGISTRATION & ACCESSING THE SERVICES

You will be required to register an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services. Additionally, you must update your account information to keep it accurate, current, and complete.

You are the sole authorized user of any account you create and responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by any person, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your account and you may not assign or otherwise transfer your account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will immediately notify GIN's Customer Service by sending an email to - or notifying in the app through -

GIN will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by GIN or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or GIN has reasonable

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grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, GIN has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). GIN may also suspend or terminate your account if, in its sole discretion, it believes: (a) you have violated these Terms; (b) you have violated any applicable law in connection with your use of the Platform or Services; (c) your continued use of the Platform or Services may endanger your health and safety or the health and safety of others; or (d) you have communicated or acted in an inappropriate, offensive, or discriminatory manner towards any GIN employee, Retailer, or delivery driver. You agree not to create an account or use the Services if you have been previously removed by GIN, or if you have been previously banned from use of the Services.

The information you provide must be accurate and complete, and you must keep it current. Use your legal name and actual date of birth on all accounts and orders you create, or your order may be declined.

If you wish to deactivate your account for any reason, send a request to our Customer Service. If your account has been deactivated, GIN may but is not obligated to, reactive your account upon written request to its Customer Service.

The Services are generally not available for use by persons under the age of 18. You may not authorize third-parties to use your Account, and you may not allow persons under the age of 18 to use the Services unless they are accompanied by you or an adult. However, we may offer parents and guardians the ability to create Accounts for their children. If you are a parent or legal guardian, and you allow your child to use the Services, then these Terms apply to you and you are responsible for your child's activity on the Services. If you are under the age to obtain an Account, you must have your parent or legal guardian's permission to use an Account and accept any additional terms required in connection with your access and use of the Services as a minor. Please have your parent or legal guardian read these additional terms with you.

In the event you use a GIN product or service that enables use of or billing to another person or business, certain information will be shared with that party. This may include information regarding the time and date of services you request, the transportation, logistics and/or delivery requested, and the associated charges for such services. If used to request transportation, we may also share information with such person or business regarding safety-related incidents that occur in connection with such transportation. You acknowledge that such data sharing is a condition of use of any such GIN product or service.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. GIN does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to

malfunctions and delays inherent in the use of the Internet and electronic communications. GIN is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

4. PRIVACY & DATA

By accessing the Platform, using the Services, or registering for an account, you agree that we may collect, process, and disclose your personal information in accordance with our Privacy Notice, available at [\[REDACTED\]](#)

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5. RESTRICTIONS ON USE, USER CONTENT, & USER CONDUCT

You may not: (a) remove any copyright, trademark or other proprietary notices from any portion of the Platform; (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or Services except as expressly permitted by GIN; (c) decompile, reverse engineer or disassemble the Platform except as may be permitted by applicable law; (d) link to, mirror or frame any portion of the Platform; (e) cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Platform or Services; or (f) attempt to gain unauthorized access to or impair any aspect of the Platform, Services, or their related systems or networks.

In addition to complying with these Terms, you agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no request for the purpose or intent of transport of unlawful or hazardous materials). You may not access or use the Services to cause nuisance, annoyance, inconvenience, damage, or loss to GIN, the Third-Party Provider, or any other party.

GIN may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to GIN textual, audio, and/or visual content and information, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to GIN, you grant GIN a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and GIN's business and on third party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant GIN the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor GIN's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by GIN in its sole discretion, whether or not such material may be protected by law. GIN may, but shall not be obligated to, review, monitor, and remove User Content, at GIN's sole discretion and at any time and for any reason, without notice to you.

6. COMMUNICATIONS

When you use the Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through the Services, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your voluntary provision to GIN of your cell phone number represents your consent that GIN, Retailers with which you place an order, delivery drivers, and delivery services may contact you by telephone, SMS, or MMS messages at that phone number, and your consent to receiving such communications for transactional, operational, or informational purposes. When you provide your phone number to GIN, you warrant that you are the current subscriber or authorized user of the relevant account. You understand and agree that such messages may be sent using automated technology. You may unsubscribe from receiving text messages from GIN at any time. To revoke your consent to receiving SMS or MMS messages from GIN, you must reply "STOP" from the mobile device receiving the messages.

If you unsubscribe from receiving text messages from GIN, you may continue to receive text messages for a short period while GIN processes your request(s). If you change or deactivate the phone number you provided to GIN, you have an affirmative obligation to immediately update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive GIN's standard SMS or MMS messages unless you also unsubscribe via the above procedures.

Notwithstanding the foregoing, if we suspect fraud or unlawful activity on your Account, GIN may contact you using any of the contact information you provided in connection with your Account (including via text or voice-recorded message).

7. PAYMENTS

Your use of the Services may result in charges to you for the services or goods you receive from GIN and/or from Third-Party Providers ("Charges"). Prices displayed to you when purchasing goods through the Services may be inclusive of retail prices charged by the Third-Party Provider and fees paid to GIN. GIN will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other

applicable fees such as delivery fees, service fees, product return fees, cancellation fees, government-mandated fees (such as bag fees), estimated or actual tolls, and/or surcharges. Further, Charges applicable in certain geographical areas may increase substantially during times of high demand or due to other marketplace factors.

Retailers and third parties may set the price of their products on GIN, and Retailers and their delivery providers may charge you additional fees such as a Delivery Fee, Shipping Fee, Redelivery Fee, and Restocking Fee as described in these Terms. Your order, including a Delivery Fee, may be subject to tax. The amount of the tax depends on things like the products ordered, delivery location, and the legal obligations of the Retailer.

GIN reserves the right to charge a Service Fee for GIN's administrative costs. If a Service Fee is charged by GIN you will be made aware of any such Service Fee and such fee will be collected by GIN.

In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, GIN reserves the right to initiate an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. As between you and GIN, GIN reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Services at any time. GIN will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

All payments will be processed by GIN's designated payment processor, using the preferred payment method designated in your account, after which you will receive a receipt. If you would like to use a different payment method or if there is a change in payment method, please update your billing information. If your primary account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that GIN may use another available payment method in your account.

8. REFUNDS, OFFERS, & ERRORS

Charges paid by you are final and non-refundable, unless otherwise determined by GIN and the Third-Party Provider assessing the Charge. If you have any requests for cancellations, refunds, or returns, or if you think a correction should be made to any Charge you incurred, please contact customer service to initiate such requests within 5 days after the Charge took place or GIN will have no further responsibility and you waive your right to later dispute the amounts charged.

Retailers and the laws in your state determine whether a return, refund or exchange is available to you. For example, you may be able to return a tainted or damaged product for a refund or credit, or exchange it for something else. In some states, you can exchange a

product you bought (or received as a gift) if you want something else. GIN makes no representations concerning your ability to return a product.

GIN and the Retailers through the platform, at the sole discretion of GIN, from time to time, receive promotional offers and discounts that result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice.

Sometimes product information—such as images, descriptions, availability, pricing and reviews—contains errors. If a Retailer identifies such an error, they will notify you and either offer a reasonable substitute or refund your money. If you accept the substitute, the order total will be adjusted accordingly.

If you receive a product that is not as described (or that you did not order), your sole remedy is to notify the Retailer and the Retailer will in its sole discretion either allow you to return the unused product (within the time period specified by the Retailer) for a refund or provide you with a reasonable substitute. If you accept the substitution, the order total will be adjusted accordingly.

9. DISPUTE RESOLUTION

PLEASE READ THIS “DISPUTE RESOLUTION” SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against GIN on an individual basis in arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass and/or representative action. You and GIN are each waiving your right to a trial by jury. This Arbitration Agreement will preclude you from bringing any class, collective, coordinated, consolidated, mass and/or representative action against GIN, and also preclude you from participating in or recovering relief in any current or future class, collective, coordinated, consolidated, mass and/or representative action brought against GIN by someone else—except as provided below in this Section. Thus, the parties agree that the Arbitrator shall not conduct any form of class, collective, coordinated, consolidated, mass and/or representative arbitration, nor join, coordinate, or consolidate claims of multiple individuals against GIN in a single proceeding—except as provided below in Section 9. For the avoidance of doubt, except as provided below in Section 9, this Arbitration Agreement precludes you from bringing or participating in any kind of class, collective, coordinated, consolidated, mass and/or representative or other kind of group, multi-plaintiff or joint action against GIN, other than participating in a classwide, collective, coordinated, consolidated, mass and/or representative settlement of claims.

You and GIN agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of these Terms (including their formation, performance,

and breach) or payments by or to GIN, or that in any way relate to the provision or use of the Platform or Services, your relationship with GIN, or any other dispute with GIN, shall be resolved exclusively through binding arbitration in accordance with this Section 19 (the "**Agreement**"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this or any prior Agreement as well as claims that may arise after the termination of this Agreement. This Agreement is governed by the Federal Arbitration Act ("FAA") in all respects, and evidences a transaction involving interstate commerce. You and GIN expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in this Section 9, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and this Agreement, including, but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action. For clarity, this "Dispute Resolution" provision does not alter, amend, or affect any of the rights or obligations of the parties to any GIN Delivery Partner Agreement.

You and GIN agree to submit to the personal jurisdiction of any federal or state court in Charles County, Maryland, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

Except as set forth in Section 9 below, if any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree

that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND GIN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT**

Informal Dispute Resolution Procedure

A dispute might arise between you and GIN. If that happens, GIN is committed to working with you to reach a reasonable resolution. For any issue or dispute that arises between you and GIN, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This includes first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account to the following email address at legal@gindelivers.com. For any dispute that GIN initiates, we will send our written description of the dispute to the email address associated with your account. The written description must be on an individual basis and provide at least the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought.

You and GIN then agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. If the dispute is not resolved satisfactorily through this informal process within sixty (60) days after receipt of the written description of the dispute, you and GIN agree to the further dispute resolution provisions below.

The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process. Failure to engage in this process could result in the award of fees against you in arbitration.

Class Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective,

coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or GIN from participating in a classwide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against GIN in a single proceeding, except that this Class Action Waiver shall not prevent you or GIN from participating in a classwide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by you or GIN.

Mass Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration—except as provided below in Section 9. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a “Mass Action” includes, but is not limited to, instances in which you or GIN are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or GIN’s behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent you or GIN from participating in a mass settlement of claims.

Notwithstanding any provision to the contrary in the applicable arbitration provider’s rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising.

Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to JAMS (or another arbitration provider selected in accordance with Section 9 if JAMS is unavailable) against GIN within reasonably close proximity, the arbitration provider shall (i) administer the arbitration demands in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one arbitrator for each batch; and (iii) provide for a single filing fee due per side per batch. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable JAMS rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with GIN and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This "Batch Arbitration" provision shall in no way be interpreted as authorizing class arbitration of any kind. GIN does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this section 9.

Arbitration location and procedure

Unless you and GIN otherwise agree, the arbitration shall be conducted in Charles County, Maryland, United States of America if you live outside of the US, otherwise it will be held where you are located, including virtual. If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and GIN submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable JAMS rules and procedures, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited, cost-efficient nature of the arbitration. The parties agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. If a party timely serves an offer of judgment under Federal Rule of Civil Procedure 68, or any other state-law equivalent, and the judgment that the other party finally obtains is not more favorable than the unaccepted offer, then the other party shall pay the costs, including filing fees, incurred after the offer was made. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and GIN, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration

award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

Fees

Pursuant to the applicable JAMS Rules and Consumer Arbitration Minimum Standards, you will be required to pay \$250 to initiate an arbitration against GIN. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require GIN to pay the portion of that fee that exceeds the cost of filing suit. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, GIN will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorneys' fees in certain cases.

The parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate (including as specified in Section 9), provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 19 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

Rules & Governing Law

The arbitration will be administered by JAMS and resolved before a single arbitrator. If JAMS is not available to arbitrate, the parties will select an alternative arbitration provider, but in no event shall any arbitration be administered by the American Arbitration Association. Except as modified by this "Dispute Resolution" provision, JAMS will administer the arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, in each case applying the rules and procedures in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class or representative actions. You can find the JAMS rules and procedures here at this link. The Applicable JAMS rules and procedures are available at <https://www.jamsadr.com/adr-rules-procedures/> or by calling JAMS at (800) 352-5267.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Informal Dispute Resolution Procedure provision, and only if those efforts fail, then either party may initiate binding arbitration as the sole means to resolve

claims. A party who desires to initiate arbitration must deliver to JAMS and the other party a demand for arbitration which satisfies the following requirements: (1) the name, telephone number, mailing address, and email address of the party seeking arbitration (if you are seeking arbitration, you must provide the email address associated with your GIN account); (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and a good-faith calculation of the amount in controversy (requests for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (4) the party's original signature; and (5) the party's portion of the applicable filing fee. If the party seeking arbitration is represented by counsel, the demand for arbitration must also include counsel's name, firm, telephone number, mailing address, email address, and original signature.

If you are initiating arbitration, hard-copy service of the demand to GIN shall be made in accordance with JAMS's rules and procedures to the following address: GIN, LLC, Attn: Legal, legal@gindelivers.com and a copy of the same shall also be emailed to [REDACTED]. If GIN is initiating arbitration, it will serve a copy of the demand to the email address associated with your GIN account, as well as in hard copy if GIN knows your mailing address.

The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. Where a party is represented by counsel, counsel's signature on the demand for arbitration or any other paper submitted to JAMS or the arbitrator constitutes a certification that such paper complies with the standard set forth in Federal Rule of Civil Procedure 11(b). The arbitrator has the right to impose sanctions in accordance with the JAMS rules and procedures for any claims or submissions the arbitrator determines to violate such standard, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Agreement.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the applicable JAMS rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Agreement. The arbitrator's award of damages and/or other relief must be consistent with section 9 above and also must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

10. LIMITATION OF LIABILITY

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GIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM OR SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF GIN, EVEN IF GIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GIN SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE PLATFORM OR SERVICES OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM OR SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF GIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GIN SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GIN'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT RETAILERS, DELIVERY SERVICES, AND DELIVERY DRIVERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF GIN.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, GIN'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON GIN'S CHOICE OF LAW PROVISION SET FORTH BELOW.

11. INDEMNIFICATION

You agree to indemnify and hold GIN and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (a) your use of the Platform and Services or goods obtained through your use of the Platform and Services; (b) your breach or violation of any of these Terms; (c) GIN's use of your User Content; or (d) your violation of the rights of any third party, including Retailers, delivery services, and delivery drivers.

12. APPLICABLE LAW

The laws of the State of Maryland, excluding its conflicts of law rules, govern these Terms to the extent not preempted by The Federal Arbitration Act. The state and federal courts located in the State of Maryland shall have jurisdiction over all claims or disputes that are not subject to arbitration. Solicitations, offers, advertisements and communications are void where prohibited.

You must comply with any local, state or national laws applicable to your use of the Platform and Services, such as rules and regulations regarding the sale, service, transportation, import, shipment or delivery of the item being delivered. You must comply with all applicable U.S. or other export and re-export restrictions.

13. NOTICE

Where GIN requires that you provide an e-mail address, you are responsible for providing GIN with your most current e-mail address. In the event that the last e-mail address you provided to GIN is not valid, or for any reason is not capable of delivering to you any notices required or permitted by these Terms, GIN's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to GIN by sending an email to _____. Such notice shall be deemed given on the next business day after such e-mail is actually received by GIN.

14. OTHER TERMS

You may not assign these Terms without GIN's prior written approval. GIN may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of GIN's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, GIN, any Third-Party Provider, or any Out-of-App Experience Provider as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. GIN's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GIN in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

15. UPDATES

GIN may make changes to these Terms from time to time. If GIN makes changes, it will provide you with notice of such changes, such as by sending an email, providing a notice through the Platform, or updating the date at the top of these Terms. Unless GIN says otherwise in its notice, the amended Terms will be effective immediately and your continued access to and use of the Platforms after GIN provides such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Platform.