



Terms of Use

Eat Safe Verified, Inc.

Effective Date: November 2, 2018

INTRODUCTION

Welcome to Eat Safe Verified (as further defined below, “**App**”), operated by Eat Safe Verified, Inc., a Delaware corporation (“**ESV**” or “**we**”, “**us**” or “**our**”). Our App (the “**App**”) helps you gain instant access to information surrounding the food safety, health attributes, manufacturer, and the sourcing details of a food product.

Please read these terms, disclaimers and limitations of liability and other terms and conditions herein (collectively, the “**Terms**”) carefully before using the App. You should also read and review ESV’s privacy policy, which can be found https://eatsafeverified.com/Privacy_Policy.pdf so that you understand ESV’s data collection practices and policies.

By clicking on “I Agree” at the end of these Terms, you acknowledge that you have read and understand, and that you unconditionally agree to be bound by, these Terms. If you do not unconditionally agree to all of these Terms, you may not use the App. To reject these terms, you must click “I Don’t Agree”, and cease your use of the App. You may not use the App unless and until you agree to these Terms.

We may modify, replace, refuse access to, suspend or discontinue the App, or change these Terms or any other terms concerning the App from time to time. Any change will be effective ten (10) days after the earlier of the date we notify you directly by electronic mail or other communication, or on the date you specifically agree to the modified Terms. The modified Terms will only affect you, and our, rights and obligations on or after the effective date of the modification. Unless specifically set forth otherwise in these Terms regarding dispute resolution, if the modified Terms are not acceptable to you, your only recourse is to cease using the App.

You have read and agree to ESV’s privacy policy found at https://eatsafeverified.com/Privacy_Policy.pdf as such policies may change from time in accordance with its terms.

1. Definitions

“**App**” means the ESV application downloadable from App stores, or otherwise, which enables a User to use certain portions or features of the App.

“**Content**” means information, data, push notifications, emails, text, graphics, images, music, software, audio, video, information or other materials and includes, without limitation, graphic user interfaces, user experience features.



“**User**” means a person who is viewing content on, or otherwise using, the App, and as indicated its consent to these Terms of Use.

“**Website**” means our website located at www.eatsafeverified.com and other sites maintained by or for ESV, as updated from time to time.

If there is a conflict between these Terms and any terms contained on the Website, these Terms will prevail unless and to the extent the Website expressly states certain terms that are specifically intended to control over these Terms.

3. Your Responsibilities and Risks

3.1 Your Responsibilities and Risks - Generally

You agree that you shall bear exclusively, all risks, obligations, and liabilities associated with using the App.

3.2 Your Responsibilities and Risks - App, Information, and Content

The Content is provided for informational purposes only, and is derived from food manufacturers, and other independent sources which ESV believes in good faith to be accurate. Notwithstanding, ESV is not responsible for the accuracy or reliability of any information on the App including, without limitation, any Content.

When using the App, information will be transmitted over a medium that may be beyond the control and jurisdiction of ESV and its suppliers. Accordingly, ESV assumes no responsibility or liability for or relating to the delay, failure, interruption, interception, wrongful retrieval, storage failure, or corruption of any data or other information transmitted in connection with use of the App. Carrier charges may apply for receiving or replying to SMS text messages. You are solely responsible for any costs and charges you may incur when receiving or replying to SMS text messages from or on behalf of ESV.

4. General Prohibitions

As a condition to accessing or using any of the App, or any Content, you may not do any of the following:

- Use the App or any Content provided through the App for any purpose other than to research the source of food or food products.
- Use, copy, adapt, modify, prepare derivative works based upon, distribute, download, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any of the App, or any Content, except as otherwise permitted in these Terms;
- Directly or through third parties, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code used to provide any of the App;



- Rent, lease, loan, trade, sell, or re-sell access to any of the App except as otherwise permitted by ESV;
- Test, attempt to, or actually, override, or circumvent, any security component included in or underlying any of the App;
- Use any of the Apps, Content, any individual element within any of the App, the ESV name, any ESV trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page for any commercial purpose, for the benefit of any third party, or in any manner not permitted by these Terms;
- Violate any applicable law or regulation in connection with your use of any of the App; or
- Encourage or enable any other individual or entity to do any of the foregoing.

ESV may discontinue your use and access to the App for any reason, and may otherwise prosecute your violation of these Terms to the fullest extent of the law. ESV may involve, and cooperate with, law enforcement authorities, in prosecuting Users who violate these Terms. You acknowledge that ESV has no obligation to monitor your access to or use any of the App or Content or to review or edit any Content, but has the right to do so for the purpose of operating the App to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ESV reserves the right, at any time and without prior notice, to remove or disable access to any Content that ESV, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the App.

5. Ownership

ESV (and if applicable its third party licensors) owns the App and Content.

6. Licenses Granted by ESV to ESV Content

Subject to your compliance with these Terms, ESV grants you a limited, non-exclusive, non-transferable license to view, download and print any Content solely for your personal and non-commercial purposes in connection with your use of the App. You have no right to sublicense, lease or otherwise transfer the license rights granted in this section. ESV reserves all rights not expressly granted in these Terms, and no licenses or rights shall arise by estoppel or implication.

7. License Granted by User

8. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the App (“**Feedback**”). You may submit Feedback by emailing us at info@eatsafeverified.com. We own any Feedback you submit to us.

9. Advertisements, Searches, and Links to Other Websites



ESV is not responsible for the Content of linked third-party sites or apps, sites framed within the App, third-party sites or apps provided as search results, if any, and does not make any representations regarding their content or accuracy. Your use of third-party websites or apps is at your own risk and subject to the terms for such sites. ESV is not responsible for the terms or policies of any such third-party sites or apps.

10. Termination

ESV reserves the right to revoke your access to and use of the App and Content at any time, with or without cause.

11. Warranty Disclaimer and Limitations of Liability

Your use of the App, and any Content, is at your own risk. Additionally, you understands and expressly agrees that we do not have control over, or assume any responsibility for the quality, accuracy, or reliability of the App.

THE APP AND ALL CONTENT PRESENTED ON THE APP ARE PROVIDED “AS IS”. ESV, ITS LICENSORS, AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING OUT OF CONDUCT.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE USING OR ACCESSING THE APP AT YOUR OWN RISK AND WITH NO GUARANTEE, REPRESENTATION OR COMMITMENT OF ANY KIND BY OR ON ESV’S BEHALF AS TO ANY RESULT FROM USE OR ACCESS OF THE APP.

IN NO EVENT SHALL ESV, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES BE LIABLE FOR ANY INCIDENTAL, STATUTORY, PUNITIVE, EXEMPLARY, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR OTHER DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE APP, OR ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ESV IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESV’S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ASSOCIATED WITH THE APP OR THE USE OR ACCESS THEREOF SHALL BE THE LESSER OF ACTUAL DAMAGES INCURRED BY YOU OR US\$10.00. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS.

No claim arising out of or relating to your use of the App, or any Content, may be brought following one (1) year after the date the event giving rise to such action occurred.

12. Indemnity

You will indemnify us and agree to hold us, and our owners, employees, contractors, officers, directors, affiliates and agents, and their respective successors and assigns, harmless from any and



all damages, losses and costs (including, without limitation, attorneys' fees) related to third party claims, charges or investigations, arising out of or relating to (a) your use of or access to any part or features of the App, and any representation or benchmarking you may make or cause to be made to any third party; (b) your failure to comply with these Terms; (c) your use or reliance on any Content posted on the App, or (d) any item for which these Terms allocate responsibility to you.

13. Controlling Law and Jurisdiction

Subject to the section below titled "Dispute Resolution", you expressly agree that exclusive jurisdiction for any dispute with ESV, or in any way relating to or arising out of your use of any of the App, resides in the courts of the County of Santa Clara, State of California and you further agree and expressly consent to the exercise of exclusive personal jurisdiction in the courts of Santa Clara County in the State of California, USA in connection with any such dispute including any claim involving ESV or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms are governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles or the United Nations Convention on the International Sale of Goods. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

14. Dispute Resolution

You understand and agree that by entering into these Terms, you and ESV are each waiving the right to trial by jury or to participate in a class action or other representative proceeding.

You agree that any and all disputes, claims or controversies arising out of or related to the App or these Terms, including any claims under any statute or regulation ("**Claim**"), shall be resolved by binding arbitration between you and ESV. Any arbitration under these Terms shall be administered by the American Arbitration Association ("**AAA**") and pursuant to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this section and will be conducted in the County of Santa Clara, State of California, United States of America. English shall be the official language of this Agreement. All proceedings shall be conducted in English, and all documentary evidence shall be translated into English and shall be deemed to be controlling for the purposes of any dispute resolution proceeding.

Disputes shall be arbitrated on an individual basis. There shall be no right to or authority for any dispute to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. Furthermore, disputes brought by either you or us against the other may not be joined or consolidated in arbitration with disputes brought by or against any third party unless agreed to in writing by all parties. No arbitration award or decision on any disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. The arbitrator's authority to resolve disputes and to make awards is limited to disputes between you and us alone and is subject to the



limitations of liability set forth in these Terms. Should any portion of this paragraph be stricken from these Terms or deemed otherwise unenforceable, then this entire Dispute Resolution section shall be stricken from these Terms.

Notwithstanding the modification provisions of these Terms, if ESV changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to info@eatsafeverified.com) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of ESV’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and ESV in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

15. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between ESV and you regarding the App including, without limitation, the App and any Content. These Terms supersede and replace any and all prior oral or written understandings or agreements between ESV and you regarding the App.

16. Assignment

You shall not assign or transfer these Terms, by operation of law or otherwise, without ESV’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. ESV may assign or transfer these Terms, at any time and at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

17. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms posted on the Website, will be in writing and given by ESV: (i) via email (in each case to the address that you may provide to ESV through the Website); or (ii) by posting to the screen following the splash screen when you access the App; or (iii) by posting to the platforms from which the App may be downloaded onto your mobile device; or (iv) by posting a notification onto the screen when you access the Website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

18. General

The failure of ESV to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ESV. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction or arbitrator finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.



19. Contacting ESV

If you have any questions about these Terms, please contact ESV at info@eatsafeverified.com.