

# *Consumer Terms and Conditions*

*MID-SERV SOLUTIONS LLC. 2026*

**PLEASE READ THESE CONSUMER TERMS AND CONDITIONS CAREFULLY. THESE CONSUMER TERMS AND CONDITIONS (“AGREEMENT,” “TERMS AND CONDITIONS,” or “TERMS”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND MID-SERV SOLUTIONS LLC, AS DEFINED BELOW.**

## **1. Application of this Agreement**

This Agreement governs your use of the Technology and Services (each as defined below) and is between you and MID-SERV SOLUTIONS LLC. “MID-SERV SOLUTIONS LLC,” “we,” “us,” and “our” mean MID-SERV SOLUTIONS LLC, Inc., a Florida corporation, and its subsidiaries and affiliated companies, including, without limitation, the entities listed in the remainder of this paragraph. With respect to United States Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and MID-SERV SOLUTIONS LLC, Inc. and/or its subsidiaries and affiliated companies, including MID-SERV SOLUTIONS LLC (depending on the Merchant, as defined below). With respect to Australia Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and MID-SERV SOLUTIONS LLC Technologies Australia Pty Ltd ACN 634 446 030 and/or its subsidiaries and affiliated companies. With respect to Canada Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and MID-SERV SOLUTIONS LLC Technologies Canada, Inc. and/or its subsidiaries and affiliated companies. With respect to New Zealand Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and MID-SERV SOLUTIONS LLC Technologies New Zealand NZCN 8252064, a New Zealand company, and/or its subsidiaries and affiliated companies. With respect to Puerto Rico Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and MID-SERV SOLUTIONS LLC Technologies Puerto Rico, LLC and/or its subsidiaries and affiliated companies.

Certain provisions of this Agreement apply based on the country of your primary residence or the country in which you have selected a delivery or pickup address, and such provisions are designated as such using one or more of the following definitions:

- “United States Consumer” means your primary residence is in the United States, including Puerto Rico, a United States territory.

## 2. Acceptance of this Agreement

MID-SERV SOLUTIONS LLC uses its online marketplace platform to connect you and other consumers with restaurants and other businesses (“**Merchants**”) and independent third-party contractors who provide delivery and/or other services (“**Contractors**”). MID-SERV SOLUTIONS LLC’s Technology permits consumers to place orders for food and/or other goods from Merchants, either for delivery or pickup, and/or request services from Merchants. If a delivery order is made, MID-SERV SOLUTIONS LLC uses the Technology to notify Contractors (or, for certain orders, Merchants) that a delivery opportunity is available and to facilitate completion of the delivery to the consumer. If a pickup order is made, MID-SERV SOLUTIONS LLC uses the Technology to communicate with the consumer regarding the availability of the order for pickup. MID-SERV SOLUTIONS LLC is not a merchant, retailer, restaurant, grocer, delivery service, or food preparation business (except as otherwise specified in Section 6 below).

If you access any of our websites located at <https://www.mid-serv.com> or <https://www.middlemandeliveryservice.app/en/home> and install or use the MID-SERV SOLUTIONS LLC mobile application, install or use any other technology supplied by MID-SERV SOLUTIONS LLC (collectively, the “**Technology**”), access or use any information, function, feature, or service made available or enabled by MID-SERV SOLUTIONS LLC (collectively, the “**Services**,” which includes the Technology), click or tap a button or take similar action to signify your affirmative acceptance of this Agreement, or complete the MID-SERV SOLUTIONS LLC account registration process, you, your heirs, assigns, and successors (collectively, “**you**” or “**your**”) hereby represent and warrant that: (a) you have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://www.mid-serv.com> or through the Technology; (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with MID-SERV SOLUTIONS LLC; and (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization for whom you have created an account or been named as the User during the MID-SERV SOLUTIONS LLC account registration process and to bind such organization to the Agreement.

The specific Services available to you may vary based on the delivery or pickup address that you have selected. A certain function, feature, or Service (y) available to one User may not be available to all Users or at all times, and (z) may only be available in the latest version of the MID-SERV SOLUTIONS LLC mobile application. “**User**” means any individual or other person who accesses or uses the Services, including, without limitation, any organization that registers an account or otherwise accesses or uses the Services through its respective employees, agents, or representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.

### **3. Modifications**

Subject to Section 14(k) of this Agreement, MID-SERV SOLUTIONS LLC reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Technology or Services at any time, effective upon posting an updated version of this Agreement at or through the <https://www.mid-serv.com> Technology. If we make any material changes to this Agreement, we will notify you by email at the email address that you have provided to us or by another means. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes. If you do not agree to this Agreement or any modifications to this Agreement, you should immediately cease using the Technology and Services.

### **4. Additional Terms and Policies**

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with MID-SERV SOLUTIONS LLC's Privacy Policy, which is incorporated in this Agreement by reference. You also agree to abide by any additional MID-SERV SOLUTIONS LLC terms or policies for Users that are published on our website or mobile application, whether or not such terms or policies are directly referenced or linked elsewhere in this Agreement. Certain features of our Services may be subject to additional terms and conditions, which, to the extent permitted by applicable law, are incorporated herein by reference.

### **5. Rules and Prohibitions**

Without limiting other rules and prohibitions in this Agreement, by using the Services, you agree that:

- (a) You will only use the Services for lawful purposes and you will not use or attempt to use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.
- (b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, other intellectual property rights, or other rights of any third party, including privacy, personality, or publicity rights.
- (c) You will only use or access the Services using means explicitly authorized by MID-SERV SOLUTIONS LLC. If applicable, it is your responsibility to ensure you download the correct Technology for your device. We are not liable if you do not have a compatible device or if you have downloaded the wrong version of the Technology for your device. We reserve the right to terminate your use of the Technology and/or Services if you are using the Technology or Services with an incompatible or unauthorized device.
- (d) You will not use or attempt to use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
- (e) You will not use or attempt to use the Services to cause nuisance, annoyance, or inconvenience.

(f) You will not use or attempt to use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting, or selling to any Merchant, User, or Contractor, unless MID-SERV SOLUTIONS LLC has given you prior permission to do so in writing.

(g) You will not copy or distribute, or attempt to copy or distribute, the Technology or any content displayed through the Services, including any reviews or Merchants' menu content or catalogs, for republication in any format or media.

(h) You will not directly or indirectly create or compile, or attempt to create or compile, any content or collection, compilation, or other directory from any content displayed through the Services except for your personal, noncommercial use.

(i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

(j) You will keep secure and confidential your account password and any other login or identification credentials you use to access the Services.

(k) You will use the Technology and Services only for your own use and will not directly or indirectly resell, license, or transfer the Technology, Services, or content displayed through the Services to a third party.

(l) You will not use or attempt to use the Services in any way that could damage, disable, overburden, or impair any MID-SERV SOLUTIONS LLC server or the networks connected to any MID-SERV SOLUTIONS LLC server.

(m) You will not attempt to gain unauthorized access to any part of the Technology or the Services and/or to any account, resource, computer system, and/or network connected to any MID-SERV SOLUTIONS LLC server.

(n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures MID-SERV SOLUTIONS LLC may use to prevent or restrict access to the Services or use of the Services or the content therein, and you will not attempt any of the foregoing.

(o) You will not deep-link to our websites or access our websites manually or with any robot, spider, web crawler, extraction software, automated process, and/or device to scrape, copy, index, frame, or monitor any portion of our websites or any content on our websites, and you will not attempt any of the foregoing.

(p) You will not scrape or otherwise conduct any systematic retrieval of data or other content from the Services, and you will not attempt any of the foregoing.

(q) You will not engage in conduct that harms, attempts to harm, or threatens the safety of other Users, Merchants, Contractors, MID-SERV SOLUTIONS LLC employees, or our community in any way whatsoever, and you will take reasonable steps to prevent the foregoing.

(r) You will not engage in threatening, harassing, racist, or sexist behavior or any other behavior that MID-SERV SOLUTIONS LLC deems inappropriate when using the Services.

(s) You will report any errors, bugs, unauthorized access methodologies, or any breach of our intellectual property rights that you uncover in your use of the Services.

(t) You will not abuse or attempt to abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time Users.

(u) Your participation in using the Services is for your sole, personal, or internal business use.

**(v) You will not falsely or fraudulently claim that your order or items from your order were missing, incorrect, of poor quality, defective, or never delivered and you will return any order mistakenly delivered to you if requested by MID-SERV SOLUTIONS LLC, a Merchant, or a Contractor.**

(w) You will not, in connection with your use of the Services and/or the MID-SERV SOLUTIONS LLC platform: (i) ask a Contractor to purchase or deliver any goods or perform any services not ordered through the MID-SERV SOLUTIONS LLC platform; or (ii) give or offer to give any goods to a Contractor related to your MID-SERV SOLUTIONS LLC order.

In the event that we believe or determine that you have breached any of the aforementioned or any other provision of these Terms, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion. Where required by law, which may include in the Province of Québec, we will provide you with written notice of the suspension or deactivation of your account, including the reasons which led us to take such action.

## **6. Contractors and Merchants Are Independent contractors**

(a) You understand and agree that MID-SERV SOLUTIONS LLC provides the Services to connect you with independent Merchants that provide the products and services offered through the Services, and independent third-party Contractors who provide delivery and other services. You acknowledge and agree that MID-SERV SOLUTIONS LLC is not a merchant, retailer, restaurant, grocer, pharmacy, chemist, delivery service, or food preparation business, and has no responsibility or liability for the acts or omissions of any Merchant or any Contractor. Merchants are the retailers of the products or services offered through the Services. MID-SERV SOLUTIONS LLC is not in the delivery business, does not provide delivery services, and is not a common carrier. MID-SERV SOLUTIONS LLC provides the Services to facilitate the transmission of orders by Users to Merchants, including orders for pickup or delivery by Contractors and/or Merchants. Any delivery, pickup, or preparation times displayed through the Services are purely estimates and do not represent a promise, commitment, or guarantee by MID-SERV SOLUTIONS LLC. MID-SERV SOLUTIONS LLC will not assess or guarantee the

suitability, legality, or ability of any Contractor or Merchant. You agree that MID-SERV SOLUTIONS LLC is not responsible for Merchants' food preparation or product offerings, food or product handling, or the safety of the food or other products, or whether the photographs, images, menu or product listings, catalog, item descriptions, or other menu, product, or catalog information (including nutrition, ingredient, and/or allergen information) displayed through the Services accurately reflect the goods and services sold by Merchants and/or delivered by the Contractor and/or Merchant, and does not verify Merchants' compliance with applicable laws or regulations. You also acknowledge and agree that menu, product, or catalog listings, descriptions, or other information (including photographs or images or nutrition, ingredient, and/or allergen information) displayed through the Services may not have been provided directly by the Merchant. MID-SERV SOLUTIONS LLC has no responsibility or liability for acts or omissions by any Merchant or Contractor. You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, and that, for delivery orders, the Contractor and/or Merchant will be directed by your instructions to transport the products to your designated delivery location. You agree that neither the Contractor nor MID-SERV SOLUTIONS LLC holds title to or acquires any ownership interest in any goods that you order through the Services. You must not do anything which seeks to create an encumbrance, lien, charge, or other interest in or over the goods that you order until title has passed to you.

## **7. User Account**

You may be required to register for 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, and to update the information to keep it accurate, current, and complete. You are the sole authorized User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User account, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify MID-SERV SOLUTIONS LLC immediately. MID-SERV SOLUTIONS LLC will not be liable, and you may be liable, for losses, damages, liability, expenses, and fees incurred by MID-SERV SOLUTIONS LLC or a third party arising from someone else using your account; however, if you are a Canada Consumer who resides in the Province of Québec, the foregoing does not limit MID-SERV SOLUTIONS LLC's liability for the consequences of its own acts or the acts of its representatives. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if MID-SERV SOLUTIONS LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, MID-SERV SOLUTIONS LLC 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). We may enable or require you to use a single set of login credentials to use the MID-SERV SOLUTIONS LLC. You agree not to create an account or use the Services if you have been previously

removed from the MID-SERV SOLUTIONS LLC platform by MID-SERV SOLUTIONS LLC or if you have been previously banned from use of the Services.

## **8. User Content**

(a) **User Content.** MID-SERV SOLUTIONS LLC may provide you with interactive opportunities through the Services, including, by way of example, the ability to post or otherwise provide to MID-SERV SOLUTIONS LLC Ratings and Reviews (each as defined below), Feedback (as defined below), or other text, photos, images, or audio and video content (collectively, “**User Content**”). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post, and/or otherwise transmit through the Services. You further represent and warrant that any User Content submitted, posted, and/or otherwise transmitted through the Services by you or someone on your behalf or through your User account does not (i) violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) contain material that is false, intentionally misleading, deceptive, defamatory, offensive, abusive, or pornographic, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation, or any physical or mental disability; (iii) contain sexually explicit or violent content or photos, images, or videos of weapons, illegal drugs, or hate symbols; (iv) contain any material that is unlawful or relates to unlawful conduct (including phishing and spoofing); (v) create a privacy or security risk to any person, including by soliciting personal information from any person, or contain any confidential, sensitive, private, or personally identifiable information; (vi) solicit money from any person; (vii) contain financial, legal, medical, or other professional advice; (viii) harm, abuse, harass, stalk, threaten, or otherwise offend; (ix) reflect negatively on MID-SERV SOLUTIONS LLC, including MID-SERV SOLUTIONS LLC’s goodwill, name, and reputation; (x) tamper with, hinder the operation of, or make unauthorized modifications to our websites or Technology; (xi) otherwise result in civil or criminal liability for you, MID-SERV SOLUTIONS LLC, or any third party; (xii) violate any law or regulation; or (xiii) violate this Agreement or any community or content guidelines that MID-SERV SOLUTIONS LLC may publish from time to time (including but not limited to the MID-SERV SOLUTIONS LLC Review and Photo Guidelines. You hereby grant MID-SERV SOLUTIONS LLC (including MID-SERV SOLUTIONS LLC’s service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sub-licensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use the User Content in connection with MID-SERV SOLUTIONS LLC’s business and in all forms now known or hereafter invented (collectively, “**Uses**”), without notification to and/or approval by you. You further grant MID-SERV SOLUTIONS LLC a license to use your username, first name and last initial, profile photo (if available), and/or other User profile information, including, without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification to or approval by you. You acknowledge, however, that MID-SERV SOLUTIONS LLC has no obligation to attribute any User Content to you in connection with any Use. You agree that this license includes the right for

other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to MID-SERV SOLUTIONS LLC herein shall survive termination of the Services or your account. MID-SERV SOLUTIONS LLC reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that MID-SERV SOLUTIONS LLC may monitor and/or delete your User Content (but does not assume the obligation to do so) or may decide to not publish, display, or otherwise make available your User Content for any reason at MID-SERV SOLUTIONS LLC's sole discretion. MID-SERV SOLUTIONS LLC may also access, read, preserve, and disclose any information as MID-SERV SOLUTIONS LLC reasonably believes is necessary to satisfy any applicable law, regulation, legal process, or governmental request; enforce this Agreement, including investigation of potential violations hereof; detect, prevent, or otherwise address fraud, security, or technical issues; respond to User, Contractor, or Merchant support requests; or protect the rights, property, or safety of MID-SERV SOLUTIONS LLC, our Users, and the public.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to MID-SERV SOLUTIONS LLC through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**," which is considered User Content) is at your own risk and that MID-SERV SOLUTIONS LLC has no obligations (including, without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to MID-SERV SOLUTIONS LLC (including MID-SERV SOLUTIONS LLC's service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sub-licensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you rate or post reviews of Merchants or other businesses, which may include but is not limited to text, photos, images, audio, or videos that you provide ("**Ratings**" and "**Reviews**"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by MID-SERV SOLUTIONS LLC and do not represent the views of MID-SERV SOLUTIONS LLC or its affiliates. MID-SERV SOLUTIONS LLC shall have no liability for Ratings and Reviews or for any claims of economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you acknowledge and agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship, or other affiliation or for any competitor of such a Merchant or business; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; (iv) for United States Orders, any Rating or Review you submit will comply with the Federal Trade Commission's Guides Concerning the

Use of Endorsements and Testimonials in Advertising; (v) for Canada Orders, any Rating or Review you submit will comply with the Competition Bureau's Enforcement Guidelines and Advertising Standards Canada's Interpretation Guideline for Testimonials, Endorsements and Reviews; (vi) your Rating or Review will comply with the terms of this Agreement; (vii) we may decide to not publish, display, or otherwise make available your Rating or Review for any reason in our sole discretion; and (viii) any Rating or Review you submit will comply with our Review and Photo Guidelines. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such Rating or Review without notice and take any additional action, in MID-SERV SOLUTIONS LLC's sole discretion, as we deem necessary or appropriate.

## **9. Communications with MID-SERV SOLUTIONS LLC**

By creating a MID-SERV SOLUTIONS LLC account or using the Technology or Services, you agree to: (a) accept and receive communications from or on behalf of MID-SERV SOLUTIONS LLC, Contractors, Merchants, partners, and/or third parties providing services to you or MID-SERV SOLUTIONS LLC, including via email, text message, direct message, chat, and calls, to the contact information you provide to MID-SERV SOLUTIONS LLC when registering an account or using the Technology or Services; and (b) receive communications via push notification or in-app messages in the MID-SERV SOLUTIONS LLC or Caviar mobile application. Further, you understand and agree that you may receive communications (e.g., calls, text messages, etc.) that are generated by an automatic telephone dialing system, and/or which will deliver prerecorded or automated messages, sent by or on behalf of MID-SERV SOLUTIONS LLC and Merchants (e.g., Merchants facilitating the delivery of your order), including but not limited to communications concerning orders you place through your account on the Services. For clarification, you acknowledge and agree that you will receive communications from Contractors who are facilitating your receipt of the benefit of the Services (including multimedia messaging service ("MMS") messages to confirm the delivery of your order). Message and data rates may apply and message frequency may vary. The communications in this Section 9 may include, without limitation, commercial or marketing messages, transactional or relationship messages (e.g., messages about the availability of our services (e.g., interruptions in service), security and/or fraud (e.g., password reset messages), safety, responses to communications initiated by you, updates to policies/legal agreements (e.g., privacy policies, terms of service)), newsletters, and messages relating to research, political advocacy, or customer support (those initiated by you and by us). You acknowledge that receiving commercial or marketing messages or calls is not a requirement or condition for you to use the Services. For purposes of clarity, any message (including text message) or call you may receive from us, a Merchant, or a Contractor regarding an order is a transactional message, not a commercial, marketing, or promotional message or call. If there are changes to your contact information (e.g., email address, phone number), you agree to update your account to help prevent or limit MID-SERV SOLUTIONS LLC inadvertently communicating with someone else.

The opt-out options for communications are set out below. If you opt out of receiving communications via one channel, that opt out will only apply to the specific channel for which the opt out is submitted (e.g., if you opt out of receiving email communications, it will not apply to any other channels through which communications can be sent). Please see the following for more information:

- For email communications that permit opting out (e.g., commercial/marketing messages), there is an opt-out mechanism in the messages. For transactional or relationship email messages, the only opt-out option is to delete your account.
- Notwithstanding any provision in this Agreement to the contrary, MID-SERV SOLUTIONS LLC does not send commercial or marketing text messages to Users. To opt out of receiving transactional or relationship text messages (e.g., order updates), you can: (x) toggle or slide off this type of message in your account settings; (y) reply “STOP” to a text message you receive; or (z) send “STOP” to mdssupt@gmail.com to opt out of all text messages from MID-SERV SOLUTIONS LLC. For MMS messages sent by Contractors to confirm the delivery of your order, you cannot opt out of receiving these messages unless you stop using the Services and delete your account.
- To opt out of all communications, the only option is to delete your account.

Review the MID-SERV SOLUTIONS LLC Privacy Policy for more information about MID-SERV SOLUTIONS LLC’s privacy practices, contact information, and opt-out options.

## **10. Electronic Records**

By creating a MID-SERV SOLUTIONS LLC account or using the Technology or Services, you consent to the use of electronic records. You also agree that all terms and conditions, agreements, notices, disclosures, and other communications that MID-SERV SOLUTIONS LLC provides to you electronically satisfy any legal requirement for such communications to be in writing. You agree to keep your contact information, including email address, current. This paragraph does not affect your statutory rights.

To view and retain a copy of this Agreement, you will need (a) a device (such as a computer or mobile phone) with a web browser and Internet access, and (b) either a printer or storage space on such device.

## **11. Intellectual Property Ownership**

MID-SERV SOLUTIONS LLC alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Technology and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Technology or the Services, or any intellectual property rights owned by MID-SERV SOLUTIONS LLC. MID-SERV SOLUTIONS LLC names, MID-SERV SOLUTIONS LLC logos, and the product names associated with the Technology and Services are trademarks of MID-SERV SOLUTIONS LLC or third parties, and no right or license is granted to use them.

You agree that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Technology or the Services.

## **12. Payment Terms**

(a) **Prices and Charges.** You understand that: (i) the prices for menu or other items displayed through the Services may differ from the prices offered or published by Merchants for the same menu or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold and may change at any time without notice; (ii) MID-SERV SOLUTIONS LLC has no obligation to itemize its costs, profits, or margins when publishing such prices; and (iii) pricing may change at any time, in the discretion of MID-SERV SOLUTIONS LLC or the Merchant (depending on which party sets the given price). For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final in-store totals. In those situations, MID-SERV SOLUTIONS LLC reserves the right to temporarily authorize or place a hold on your payment method for an amount that may be greater than the amount shown at checkout and to charge your payment method the final price after checkout. You are liable for all transaction taxes (other than taxes based on MID-SERV SOLUTIONS LLC's income), including sales tax, use tax, goods and services tax, and other transaction taxes if applicable, on the Services provided under this Agreement (which, for the avoidance of doubt, includes any fees MID-SERV SOLUTIONS LLC charges for subscriptions). If transaction taxes, including sales tax, use tax, goods and services tax, and other transaction taxes, are applicable, MID-SERV SOLUTIONS LLC reserves the right to charge you additional amounts on account of such taxes. For Australia and New Zealand Orders, all dollar amounts (including any fees, charges, prices, or amounts payable or receivable) displayed through the Services are stated on a plus goods and services tax (if any) basis, except where noted; goods and services tax will be payable in addition to and at the same time as any amounts payable under these Terms. 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, MID-SERV SOLUTIONS LLC reserves the right to make 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. All payments will be processed by MID-SERV SOLUTIONS LLC and/or its payments processor, using the preferred payment method designated in your account. If your payment details change, you or your card provider may provide us with updated payment details. We may use these new details or details from other payment methods on file in order to help prevent any interruption to your use of the Services. This includes our right to charge any payment method on file if your initial form of preferred payment fails. It is your responsibility to keep your billing information up to date.

**(b) Strikethrough Pricing (United States Orders).** This Section 12(b) applies to United States Orders. MID-SERV SOLUTIONS LLC may use strikethrough pricing for certain items (for example, when presenting a discount or promotional price for items). MID-SERV SOLUTIONS LLC does not represent that the strikethrough price was the regular or former price of items for any particular period of time and the time period may vary widely depending on the items. MID-SERV SOLUTIONS LLC may also rely on Merchants or a third party to provide information about the regular or former price of items offered by those Merchants or a third party, and MID-SERV SOLUTIONS LLC's strikethrough price therefore may represent the price that MID-SERV SOLUTIONS LLC, a Merchant, or a third party offered the item for sale for some period of time. The strikethrough price may also be an introductory price that was offered for a short period of time. Unless otherwise specified, the strikethrough price represents a non-member discount to the extent the Merchant has a membership program.

**(c) Refunds**

- (i) **United States.** This Section 12(c)(i) applies to United States Orders. Charges paid by you for completed and delivered orders, or for orders confirmed by a Merchant, are final and non-refundable. MID-SERV SOLUTIONS LLC has no obligation to provide refunds or credits but may grant them gratuitously at MID-SERV SOLUTIONS LLC's sole discretion in each case. If there was an issue with your food please contact the appropriate merchant you ordered from to request a refund. You may be required to provide identification information and/or a signature upon pick up and/or receipt of certain orders, as communicated at the time you place your order; if you fail to provide the required identification information or signature for such an order, you agree and acknowledge that we will not honor any claim that your order was not delivered and you may be subject to a non-refundable restocking fee. Your account can get terminated and deactivated for fraudulent activity. For example, requesting a refund for non-delivery when you actually received the order. A third-party company will investigate the claims.

In order to make a claim for a refund or credit, please follow the procedures set out in the Technology or Services.

**(d) Promotional Offers and Credits.** MID-SERV SOLUTIONS LLC, at its sole discretion, may make promotional offers with different features and different pricing to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public, unless expressly permitted by MID-SERV SOLUTIONS LLC; (iii) are subject to the specific terms that MID-SERV SOLUTIONS LLC establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in the MID-SERV SOLUTIONS LLC Terms and Conditions for Promotional Offers and Credits, which is, to the extent permitted by applicable law, incorporated in this Agreement by reference. MID-SERV SOLUTIONS LLC reserves the right to withhold or deduct credits or benefits

obtained through a promotion, or to charge additional amounts that would have applied to the transaction had the promotion not applied, in the event that MID-SERV SOLUTIONS LLC determines or believes on reasonable grounds that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. Where required by law, which may include in the Province of Québec, we will provide you with written notice of any such withholding or deduction, including the reasons which led us to take such action. MID-SERV SOLUTIONS LLC reserves the right to modify or cancel an offer at any time. The MID-SERV SOLUTIONS LLC Terms and Conditions for Promotional Offers and Credits apply to all promotional offers. You agree that we may change the MID-SERV SOLUTIONS LLC Terms and Conditions for Promotional Offers and Credits at any time. MID-SERV SOLUTIONS LLC may also offer gratuitous credits, which can be used for the Services; such credits include, without limiting the foregoing, any credits earned through the MID-SERV SOLUTIONS LLC consumer referral program (the “**Referral Program**”). The Referral Program is governed by MID-SERV SOLUTIONS LLC’s (the “**Referral Terms**”), which are incorporated herein by reference. You agree that we may change the Referral Terms or terminate the Referral Program at any time. Any credit issued by MID-SERV SOLUTIONS LLC under this Section 12(d) is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent; however, your credits may expire earlier if your account is deactivated or deleted. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order. Credits issued to a User’s MID-SERV SOLUTIONS LLC account may only be used on that respective brand’s Services.

(e) **Fees for Services.** MID-SERV SOLUTIONS LLC may change the fees that MID-SERV SOLUTIONS LLC charges you as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, Expanded Range Fees, Regulatory Response Fees, and Surge Fees. MID-SERV SOLUTIONS LLC may offer different pricing to customers based on a variety of factors, including but not limited to geographic areas or usage. MID-SERV SOLUTIONS LLC may also charge you additional fees as required by law. Further, MID-SERV SOLUTIONS LLC may charge Merchants fees on orders that you place through the Services, including commissions and other fees, and may change those Merchant fees as we deem necessary or appropriate for our business or to comply with applicable law. **MID-SERV SOLUTIONS LLC charge you a Service Fee for the convenience of ordering through the MID-SERV SOLUTIONS LLC platform. None of the Service Fee, Delivery Fee, Small Order Fee, Surge Fee, or any other fee charged to you by MID-SERV SOLUTIONS LLC is for any right to access, install, or use any Technology.**

- (i) **Checkout Merchants.** MID-SERV SOLUTIONS LLC provides certain checkout-related services to third-party merchants outside of the MID-SERV SOLUTIONS LLC platform to facilitate the completion of transactions with such merchants (“**Checkout Merchants**”). If you are completing a transaction directly with a Checkout Merchant outside of the MID-SERV SOLUTIONS LLC platform and we

determine that you are a registered MID-SERV SOLUTIONS LLC User, we may share certain information about you, including loyalty or rewards information, subscription status, and/or payment card, payment method, billing, and contact information, with the Checkout Merchant for the purpose of facilitating the transaction. The processing of such information by the Checkout Merchant is subject to the Checkout Merchant's privacy policy, terms of service, and/or other applicable terms. MID-SERV SOLUTIONS LLC is not a party to any such transaction and MID-SERV SOLUTIONS LLC is not liable or responsible for the Checkout Merchant's processing of your information. Any questions or disputes regarding such transactions or the processing of your information by the Checkout Merchant should be directed to the Checkout Merchant or your payment provider.

### **13. Arbitration Agreement**

#### **THIS SECTION 14 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."**

Please read this Section 14 carefully. It requires, unless you are a Canada Consumer who resides in the Province of Québec, that any and all claims between you and MID-SERV SOLUTIONS LLC be resolved by binding arbitration or in small claims court or tribunal and, to the extent permitted by applicable law, prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements. If you are outside the United States, Canada, Australia, or New Zealand, but attempt to bring a claim in one of those countries, arbitration is required for determination of the threshold issue of whether this Section 14 applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

**(a) Scope of Arbitration Agreement.** This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. You agree that any dispute or claim arising out of or relating in any way to the subject matter of the Agreement, to your access or use of the Services as a User of the Services, to any advertising or marketing communications regarding MID-SERV SOLUTIONS LLC or the Services, to any products or services sold or distributed through the Services that you received as a User of our Services, or to any aspect of your relationship or transactions with MID-SERV SOLUTIONS LLC as a User of our Services (this includes, without limitation, any contract claim, tort claim, statutory claim, or claim for unfair competition), will be resolved by binding arbitration, rather than in court, except as otherwise required by law or as otherwise provided in this Arbitration Agreement. In addition, to the extent permitted by applicable law, either you or MID-SERV SOLUTIONS LLC may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). Either you or MID-SERV SOLUTIONS LLC may also, to the extent permitted by applicable law, apply to a court of competent jurisdiction for temporary

or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual. The following additional jurisdiction-specific exception to the foregoing applies to United States, Australia, and New Zealand Consumers only

**(i) United States, Australia, and New Zealand Consumers Only.** You may assert claims in small claims court or tribunal if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

CASES HAVE BEEN FILED AGAINST MID-SERV SOLUTIONS LLC—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH MID-SERV SOLUTIONS LLC, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST MID-SERV SOLUTIONS LLC IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

**(b) Informal Resolution.** You and MID-SERV SOLUTIONS LLC agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and MID-SERV SOLUTIONS LLC therefore agree that, before either you or MID-SERV SOLUTIONS LLC demands or attempts to commence arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal 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, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify MID-SERV SOLUTIONS LLC that you intend to initiate an informal dispute resolution conference, email [Mdssupt@gmail.com](mailto:Mdssupt@gmail.com), providing your name, telephone number associated with your MID-SERV SOLUTIONS LLC account (if any), the email address associated with your MID-SERV SOLUTIONS LLC account, and a description of your claim. MID-SERV SOLUTIONS LLC may then send you an Informal Dispute Resolution Conference Request form, which you must fill out completely to initiate the informal dispute resolution conference. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines

shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

**(c) Arbitration Rules and Forum**

**(i) United States Consumers Only.** This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”) in all respects. 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. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certify completion of the informal dispute resolution conference pursuant to Section 14(b). If this notice is being sent to MID-SERV SOLUTIONS LLC, it must be sent by email to the counsel who represented MID-SERV SOLUTIONS LLC in the informal dispute resolution process, or if there was no such counsel, then by mail to General Counsel, at 303 2nd Street, Suite 800, San Francisco, CA, 94107. The arbitration will be conducted by ADR Services, Inc. under its rules and pursuant to the terms of this Agreement. Once the notice certifying completion of the informal dispute resolution conference has been served, the party seeking to arbitrate must then file their arbitration demands with ADR Services, Inc. The demand must include (A) the name, telephone number, mailing address, and email address of the party seeking arbitration; (B) a statement of the legal claims being asserted and the factual bases of those claims; (C) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request 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); and (D) the signature of the party seeking arbitration. Disputes shall be subject to ADR Services, Inc.’s most current version of its Arbitration Rules, available as of July 21, 2023 at <https://www.adrservices.com/services/arbitration-rules> or by calling ADR Services, Inc. at 310-201-0010. The fees that shall apply to arbitrations administered by ADR Services, Inc. are set forth on ADR Services, Inc.’s website, available as of July 21, 2023 at <https://www.adrservices.com/rate-fee-schedule/>. Specifically, the fees set forth in ADR Services, Inc.’s Mass Consumer Non-Employment Arbitration Fee Schedule shall apply when twenty (20) or more arbitration claims are filed which: (X) involve the same or similar parties; (Y) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; and (Z) involve the same or coordinated counsel for the parties. In all other circumstances, the fees set forth in ADR Services, Inc.’s General Fee Schedule shall apply, except that MID-SERV SOLUTIONS LLC will pay the portion of the initial case opening fees (if any) that exceeds the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Payment of all filing, administration, and arbitration fees will be governed by ADR Services, Inc.’s rules. If the arbitrator finds that you cannot afford to pay ADR Services, Inc.’s filing, administrative, hearing, and/or other fees and cannot obtain a waiver of fees from ADR Services, Inc., MID-SERV SOLUTIONS LLC will pay them for you. Any finding that a claim or counterclaim violates the standards set forth in

Federal Rule of Civil Procedure 11 shall entitle the other party to recover their attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim. If a party timely serves an offer of judgment under Federal Rule of Civil Procedure 68 or a state or local equivalent, if applicable, 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.

If ADR Services, Inc. is not available to arbitrate, the parties will mutually select an alternative arbitral forum. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute. You may choose to have the arbitration conducted by telephone, video conference, or in person in the county where you live or at another mutually agreed location. The parties agree that all of the arbitration proceedings, including any discovery, hearings, and rulings, shall be confidential to the fullest extent permitted by applicable law. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Agreement, either party may seek to enjoin the arbitration proceeding in court, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

If the arbitration award includes any injunction or a monetary award that exceeds \$100,000, then either party shall have the right to appeal that award to an arbitration appellate panel. The notice of appeal must be served, in writing, on the opposing party within fourteen (14) days after the award has become final. ADR Services shall administer the appeal consistent with the JAMS Optional Arbitration Appeal Procedures, available as of July 21, 2023 at <https://www.jamsadr.com/appeal/>.

**(d) Arbitrator Powers.** The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable, to the extent permitted by applicable law except with respect to Section 14(f) below (Waiver of Class, Consolidated, and Representative Actions; Waiver of Public Injunctive Relief), the enforceability of which can only be determined by a court. All disputes regarding the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court or arbitration administrator. The arbitration will decide the rights and liabilities, if any, of you and MID-SERV SOLUTIONS LLC. Except as expressly agreed to in Section 14(g) of this Agreement, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the arbitrator shall preclude oral discovery of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less

burdensome discovery methods have been exhausted. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and MID-SERV SOLUTIONS LLC.

**(e) Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MID-SERV SOLUTIONS LLC WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and MID-SERV SOLUTIONS LLC are instead electing to have all disputes resolved by arbitration, except as specified in Section 14(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

**(f) Waiver of Class, Consolidated, and Representative Actions; Waiver of Public Injunctive Relief.** EXCEPT AS EXPRESSLY AGREED TO IN SECTION 14(g) OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MID-SERV SOLUTIONS LLC AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS EXCEPT AS SET FORTH IN SECTION 14(g). CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER EXCEPT AS SET FORTH IN SECTION 14(g). In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) a civil court of competent jurisdiction finds all or part of the Waiver of Class, Consolidated, and Representative Actions is unenforceable, the class, collective, or representative action must be litigated in a civil court of competent jurisdiction, but the portion of the Waiver of Class, Consolidated, and Representative Actions that is enforceable shall be enforced in arbitration. The portion of such dispute proceeding in court shall be stayed pending the conclusion of the arbitration. Notwithstanding any other provision in this Agreement, any claim that all or part of the waivers set forth in Section 14(f) is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. This provision does not prevent you or MID-SERV SOLUTIONS LLC from settling claims on a class, collective, or representative basis.

**(g) Batch Arbitrations.** To the extent permitted by applicable law, to increase efficiency of resolution, in the event 100 or more similar arbitration demands against MID-SERV SOLUTIONS LLC, presented by or with the assistance or involvement of the same law firm or organization, are submitted to an arbitration provider selected in accordance with the rules described above within a 30-day period: (A) the parties shall cooperate to group the arbitration demands into randomized batches of no more than 100 demands per batch (plus, to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); (B) claimants' counsel shall organize and present the batched demands to the arbitration provider in a format as directed by the arbitration provider; (C) the arbitration provider shall provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch; and (D) the arbitration provider shall send one set of disclosures per batch and will set up one Arbitration Management Conference per batch. You agree to cooperate in good faith with MID-SERV SOLUTIONS LLC and the arbitration provider to implement such a batch approach to resolution and fees. Disagreements over the applicability of this batch arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this Section 14(g). Notwithstanding any provision in the Agreement to the contrary, batch arbitrations shall take place in San Francisco, California or, if the parties prefer, by video conference. The parties may also agree to conducting arbitration based on written submissions alone.

**(h) Opt Out.** MID-SERV SOLUTIONS LLC's updates to these Terms and Conditions do not provide a new opportunity to opt out of the Arbitration Agreement for customers or Users who had previously agreed to a version of MID-SERV SOLUTIONS LLC's Terms and Conditions and did not validly opt out of arbitration. MID-SERV SOLUTIONS LLC will continue to honor the valid opt outs of customers or Users who validly opted out of the Arbitration Agreement in a prior version of the Terms and Conditions. If you are a customer or User who creates a MID-SERV SOLUTIONS LLC account for the first time on or after the effective date of these Terms and Conditions, you may opt out of this Arbitration Agreement. If you do so, neither you nor MID-SERV SOLUTIONS LLC can force the other to arbitrate as a result of this Agreement. To opt out, you must notify MID-SERV SOLUTIONS LLC in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your MID-SERV SOLUTIONS LLC username (if any), the email address you currently use to access your MID-SERV SOLUTIONS LLC account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: Mdssupt@gmail.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

**(i) No Effect on Independent Contractor Agreement.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND MID-SERV SOLUTIONS LLC RELATING TO YOUR WORK AS

AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A CONTRACTOR. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A CONTRACTOR, OPTING OUT OF THE ARBITRATION AGREEMENT SET FORTH IN SECTION 14 HAS NO EFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH MID-SERV SOLUTIONS LLC.

(j) **Survival.** This Arbitration Agreement will survive any termination of your relationship with MID-SERV SOLUTIONS LLC.

(k) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if MID-SERV SOLUTIONS LLC makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to MID-SERV SOLUTIONS LLC.

(l) **Entire Agreement; Severability.** This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable.

#### **14. Third-Party Interactions**

(a) **Third-Party Websites, Applications, and Advertisements.** The Services may contain links to third-party websites (“**Third-Party Websites**”), applications (“**Third-Party Applications**”), and advertisements (“**Third-Party Advertisements**”) (collectively, “**Third-Party Websites and Advertisements**”). When you click or tap on a link to a Third-Party Website, Third-Party Application, or Third-Party Advertisement, MID-SERV SOLUTIONS LLC will not warn you that you have left MID-SERV SOLUTIONS LLC’s website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Advertisements are not under the control of MID-SERV SOLUTIONS LLC. MID-SERV SOLUTIONS LLC is not responsible for any Third-Party Websites and Advertisements. MID-SERV SOLUTIONS LLC provides links to these Third-Party Websites and Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites and Advertisements or their products or services. You use all links in Third-Party Websites and Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Technology and the Services is dependent on the third party from which you received the application license, such as the Apple or Android app store (each, an “**App Store**”). You acknowledge and agree that this

Agreement is between you and MID-SERV SOLUTIONS LLC and not with the App Store. MID-SERV SOLUTIONS LLC, not the App Store, is solely responsible for the Technology and the Services, including the mobile application(s), the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (for example, product liability, legal compliance, or intellectual property infringement). In order to use the Technology and the Services, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Technology or the Services. You agree to comply with, and your license to use the Technology and the Services is conditioned upon your compliance with, all applicable third-party terms or agreements (for example, the App Store's terms and policies) when using the Technology or the Services. You represent and warrant that you are not located in a country that is subject to a United States Government embargo or similar laws of other countries where applicable, or that has been designated by the United States or Canadian Government as a "terrorist supporting" country, and you represent and warrant that you are not listed on any United States or Canadian Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

#### **15. Transactions Involving Alcohol and Other Age-Restricted Products**

You may have the option to request delivery or pickup of alcohol products in some locations and from certain Merchants. You agree that you will only order alcohol products if you, the intended recipient, and anyone who may consume the alcohol products are of legal age to purchase and consume alcohol products in the relevant jurisdiction. You also agree that, upon delivery or pickup of alcohol products, the recipient of any alcohol products will provide valid government-issued identification proving the requisite legal age and that the recipient will not be intoxicated when receiving such products. If you order alcohol products, you understand and acknowledge that the order will only be delivered if the Merchant accepts your order. The person delivering alcohol may be legally obligated to refuse delivery pursuant to applicable federal, state, provincial, or local laws, rules, or regulations, including if the recipient is not of legal age, is visibly intoxicated, or is not physically present to accept the delivery, and will be prompted to refuse delivery if the recipient cannot provide a valid government-issued identification proving requisite legal age, is visibly intoxicated, or is not physically present to accept the delivery. If the delivery of alcohol products cannot be completed for one or more of these reasons, you agree and acknowledge that your purchase is non-refundable and you or the intended recipient may not receive any part of the applicable order, including any non-alcohol items that you may have purchased with your alcohol products, and you may also be subject to a non-refundable restocking fee. Alcohol is not available in all locations that are served by the MID-SERV SOLUTIONS LLC platform. Alcohol may be removed from the platform for specific Users at MID-SERV SOLUTIONS LLC's sole discretion.

You may also have the option to request delivery or pickup of other age-restricted items from certain Merchants, such as certain over-the-counter medication or other products subject to applicable federal, state, provincial, or local laws, rules, or regulations or Merchant or MID-

SERV SOLUTIONS LLC policies requiring age verification. You agree that you will only order age-restricted items if you, the intended recipient, or anyone who may consume such products are of legal age to purchase the items. You also agree that, upon delivery or pickup of age-restricted items, the recipient will provide valid government-issued identification proving the requisite legal age for such age-restricted items. The person delivering age-restricted items will refuse delivery pursuant to applicable federal, state, provincial, or local laws, rules, or regulations, including if the recipient cannot provide a valid government-issued identification proving requisite legal age or is not physically present to accept the delivery. If the delivery of age-restricted items cannot be completed for one or more of these reasons, you agree and acknowledge that your purchase is non-refundable and you may not receive any part of your order, including items that are not age-restricted that you may have purchased with your age-restricted items, and you may also be subject to a non-refundable restocking fee.

## **16. Indemnification**

To the extent permitted by law, you agree to indemnify and hold harmless MID-SERV SOLUTIONS LLC and its officers, directors, employees, agents, and affiliates (each, an “**Indemnified Party**”) from and against any losses, claims, actions, costs, damages, penalties, fines, and expenses, including without limitation, legal and/or attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to, or resulting from (a) your User Content; (b) your misuse of the Technology or Services; (c) your breach of this Agreement or any representation, warranty, condition, or covenant in this Agreement; or (d) your violation of any applicable laws, rules, or regulations through or related to the use of the Technology or Services. In the event of any claim, allegation, suit, or proceeding alleging any matter potentially covered by the agreements in this Section 17, you agree to pay for the defense of the Indemnified Party, including reasonable costs and legal and/or attorneys’ fees incurred by the Indemnified Party. MID-SERV SOLUTIONS LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MID-SERV SOLUTIONS LLC in asserting any available defenses. This Section 17 does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party’s negligence, fraud, deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the Technology or Services. You agree that the provisions of this Section 17 will survive any termination of your account, this Agreement, or your access to the Technology and/or Services.

## **17. Disclaimer of Warranties**

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE EXCLUSIONS IN THIS SECTION 18 MAY NOT APPLY TO YOU. SECTION 18 APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE TECHNOLOGY AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE TECHNOLOGY AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. MID-SERV SOLUTIONS LLC WILL USE REASONABLE ENDEAVORS TO ENSURE THE TECHNOLOGY AND SERVICES ARE AVAILABLE AS MUCH OF THE TIME AS POSSIBLE BUT DOES NOT GUARANTEE THEY WILL BE AVAILABLE ALL OF THE TIME. THE TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT GUARANTEES, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, GUARANTEES, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, AND NON-INFRINGEMENT. MID-SERV SOLUTIONS LLC MAKES NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE TECHNOLOGY OR SERVICES, OR THE SERVICES, TECHNOLOGY, TEXT, GRAPHICS, OR LINKS.

MID-SERV SOLUTIONS LLC DOES NOT WARRANT THAT THE TECHNOLOGY OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE TECHNOLOGY OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE TECHNOLOGY OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, MID-SERV SOLUTIONS LLC SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

### **18. Internet Delays**

The Technology and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as otherwise required by applicable law and subject to the Non-Excludable Provisions, MID-SERV SOLUTIONS LLC is not responsible for any delays, delivery failures, damage, loss, injury, or other economic damage resulting from such problems.

### **19. Breach and Limitation of Liability**

This Section 20 applies to the fullest extent permitted by applicable law, and some provisions in this Section 20 may not apply in certain jurisdictions.

(a) **United States and Canada Consumers.** This Section 20(a) applies to United States and Canada Consumers. You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient and to provide the Technology and Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 20(a) to keep the Technology and Services simple and efficient, and costs low, for all Users.

(i) **Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MID-SERV SOLUTIONS LLC'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO MID-SERV SOLUTIONS LLC IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS CAP ON LIABILITY SHALL APPLY FULLY TO RESIDENTS OF THE STATE OF NEW JERSEY IN THE UNITED STATES.

(ii) **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MID-SERV SOLUTIONS LLC SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE, AND ECONOMIC ADVANTAGE). **THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY MID-SERV SOLUTIONS LLC'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY IN THE UNITED STATES OR THE PROVINCE OF QUÉBEC IN CANADA.**

## **20. Exclusive Venue**

(a) **United States Consumers.** If you are a United States Consumer, to the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and MID-SERV SOLUTIONS LLC agree that all claims and disputes arising out of or relating in any way to the subject matter of the Agreement, to your access or use of the Services as a User of the Services, to any advertising or marketing communications regarding MID-SERV SOLUTIONS LLC or the Services, to any products or services sold or distributed through the Services that you received as a User of our Services, or to any aspect of your relationship or transactions with MID-SERV SOLUTIONS LLC as a User of our Services (this includes, without limitation, any contract claim, tort claim, statutory claim, or claim for unfair competition), will be litigated exclusively in the state or federal courts located in San Francisco County if you are a California citizen or resident, and in the United States District Court for the District in which you reside if you are not a California citizen or resident.

## **21. Termination**

If you violate this Agreement, MID-SERV SOLUTIONS LLC may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, MID-SERV SOLUTIONS LLC may modify or discontinue the Technology or Services, or may modify, suspend, or terminate your access to the Technology or the Services, for any reason, with or without notice to you and without liability to you or any third party. Where required by law, which may include in the Province of Québec, we will provide you with written notice of the suspension or termination of your access to the

Technology or the Services, including of the reasons which led us to take such action. In addition to suspending or terminating your access to the Technology or the Services, MID-SERV SOLUTIONS LLC reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the Technology or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

## **22. Procedure for Making Claims of Copyright Infringement**

It is MID-SERV SOLUTIONS LLC's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to MID-SERV SOLUTIONS LLC by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the specific location on the Services of the material that you claim is infringing, including enough information to allow MID-SERV SOLUTIONS LLC to locate the material; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. This notice of a copyright infringement claim should be sent to MID-SERV SOLUTIONS LLC's Copyright Agent at the [Mdssupt@gmail.com](mailto:Mdssupt@gmail.com).

## **23. General**

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, MID-SERV SOLUTIONS LLC, or any third-party provider as a result of this Agreement or use of the Technology or Services.

(b) **Choice of Law.** Without giving effect to any principles that provide for the application of the law of any other jurisdiction, this Agreement is governed by the laws of: (i) for United States Orders, the State of Delaware consistent with the Federal Arbitration Act; (ii) for Canada Orders, and except where prohibited by applicable law (which includes the Province of Québec), the Province of Ontario and the laws of Canada applicable therein; (iii) for Australia Orders, the State of Victoria, Australia; and (iv) for New Zealand Orders, New Zealand.

(c) **Severability.** Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) **Consumer Complaints.** If you have a complaint about the Services, please visit our customer support at [Mdssupt@gmail.com](mailto:Mdssupt@gmail.com) . For United States Consumers who are residents of

the State of California, and in accordance with California Civil Code § 1789.3, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (800) 952-5210.

**(e) Accessing and Downloading the Application from the Apple App Store or Google Play.** The following applies to any Technology accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”): (an “**Google Play Sourced Application**”):

(i) You acknowledge and agree that (A) the Agreement is concluded between you and MID-SERV SOLUTIONS LLC only, and not Apple/Google Play; and (B) MID-SERV SOLUTIONS LLC, not Apple/Google Play, is solely responsible for the App/Google Play Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(ii) You acknowledge that Apple/Google Play has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(iii) In the event of any failure of the App/Google Play Store Sourced Application to conform to any applicable warranty, you may notify Apple/ Google Play , and Apple/Google Play will refund the purchase price, if any, for the App/Google Play Store Sourced Application to you and to the fullest extent permitted by applicable law, Apple/Google Play will have no other warranty obligation whatsoever with respect to the App/Google Play Store Sourced Application. As between MID-SERV SOLUTIONS LLC and Apple/Google Play, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty or condition will be the sole responsibility of MID-SERV SOLUTIONS LLC.

(iv) You and MID-SERV SOLUTIONS LLC acknowledge that, as between MID-SERV SOLUTIONS LLC and Apple/Google Play, Apple/Google Play is not responsible for addressing any claims you have or any claims of any third party relating to the App/google Play Store Sourced Application or your possession and use of the App/Google Play Store Sourced Application, including, but not limited to: (A) product liability claims; (B) any claim that the App/Google Play Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation.

(v) You and MID-SERV SOLUTIONS LLC acknowledge that, in the event of any third-party claim that the App/Google Play Store Sourced Application or your possession and use of that App/Google Play Store Sourced Application infringes that third party’s intellectual property rights, as between MID-SERV SOLUTIONS LLC and Apple/Google Play, MID-SERV SOLUTIONS LLC, not Apple/Google Play, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(vi) You and MID-SERV SOLUTIONS LLC acknowledge and agree that Apple/Google Play, and Apple’s/Google Play’s subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App/Google Play Store Sourced Application, and that, upon your

acceptance of this Agreement, Apple/Google Play will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App/Google Play Store Sourced Application against you as a third-party beneficiary thereof.

(vii) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App/Google Play Store Sourced Application.

(f) **Notice.** Where MID-SERV SOLUTIONS LLC requires that you provide an email address, you are responsible for providing MID-SERV SOLUTIONS LLC with your most current email address. In the event that the last email address you provided to MID-SERV SOLUTIONS LLC is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, MID-SERV SOLUTIONS LLC's dispatch of the email containing such notice will nonetheless constitute effective notice. You agree that all agreements, notices, disclosures, payment or renewal notifications, and other communications that MID-SERV SOLUTIONS LLC provides to you electronically (such as through email or posting through the Services, including in your MID-SERV SOLUTIONS LLC account) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You may give notice to MID-SERV SOLUTIONS LLC by visiting our <https://www.mid-serv.com/contact-us> page and initiating a chat with us. Such notice shall be deemed given on the next business day after such notice is actually received by MID-SERV SOLUTIONS LLC.

(g) **Transfer and Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MID-SERV SOLUTIONS LLC without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

(h) **Currency.** Unless otherwise indicated, all prices and other amounts displayed through the Services are in the currency of the jurisdiction where delivery or pickup occurs.

(i) **Use Only Where Legally Allowed.** You shall not access or use any portion of the Services if you are not legally allowed to do so where you are located.

(j) **Subcontracting.** MID-SERV SOLUTIONS LLC may subcontract any of its obligations under this Agreement without your prior written consent.

(k) **Variation of Websites or Technology.** We may from time to time vary, modify, or discontinue, temporarily or permanently, any or all of our websites or the Technology.

(l) **Language Versions.** You acknowledge and agree that (i) the official language of these Terms is English for all other consumers, (ii) any discrepancy or conflict between the official language version and any other language version will be resolved with reference to and by interpreting the official language version, and (iii) any other language version that we may make available is being provided only as a courtesy.

(m) **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and MID-SERV SOLUTIONS LLC relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

## 24. Privacy Policy

1.

### About MID-SERV SOLUTIONS LLC and this Privacy Policy.

MID-SERV SOLUTIONS LLC, Inc. and its group companies (collectively, “**MID-SERV SOLUTIONS LLC**,” “**we**,” “**us**,” or “**our**”) are committed to protecting your privacy. MID-SERV SOLUTIONS LLC is a technology company that connects people with the best of their neighborhoods by enabling local businesses to meet consumers’ needs of ease and convenience, and, in turn, generate new ways for people to earn, work, and live.

This Privacy Policy (“**Policy**”) explains how we process (e.g., collect, use, disclose and/or protect) personal information when we are acting in the data processing role or capacity of a Controller (as defined below). This Policy applies to personal information relating to: (i) individuals who are registered users of or subscribers to our Services (as defined below) (“**Users**”); (ii) individuals who are not Users but who: (a) receive gifts of products, goods, and/or other items (including, without limitation, a one-time order, gift subscriptions, meal plan orders or similar orders, and gift cards) (“**Gift(s)**”) from or through our Services, (b) receive communications about our Services as a result of referrals from Users (“**Referral(s)**”), or (c) visit our platforms (e.g., websites, apps, etc.) and/or who communicate with us (e.g., when submitting a form, contacting us using the contact information on our platforms, etc.) (collectively “**Non-Users**”); (iii) individuals who are non-Contractor independent contractors who perform services in support of MID-SERV SOLUTIONS LLC’s corporate and/or administrative activities and who are acting in such capacity (“**Non-Contractor Independent Contractors**”); (iv) individuals who are personnel members of, or otherwise associated with, companies who have a business relationship with MID-SERV SOLUTIONS LLC to utilize the Services to make their products, goods, and/or other items available to Users (e.g., restaurants, stores, or other businesses) (“**Merchants**”) and whose personal information is processed in connection with the potential and/or actual business relationship between MID-SERV SOLUTIONS LLC and the applicable Merchant (“**Merchant Personnel**”); and (v) individuals who are personnel members of, or otherwise associated with, a vendor, service provider or other party whose services MID-SERV SOLUTIONS LLC uses to provide its Services (excluding Merchants) and to conduct and administer its business activities (“**Service Providers**”) and whose personal information is processed in connection with the potential and/or actual business

relationship between MID-SERV SOLUTIONS LLC and the applicable Service Provider (“**Service Provider Personnel**”).

**Notice to Certain California Individuals:** Please note that the disclosures regarding the collection, processing/use and disclosure of personal information of, from or about Non-Contractor Independent Contractors, Merchant Personnel, and Service Provider Personnel are only set forth in the [California Privacy Notice](#), as these categories of data subjects are only covered by the California Privacy Rights Act of 2020 (“**CPRA**”). The disclosures regarding the collection, processing/use and disclosure of personal information of, from, or about Users and Non-Users, are set forth in both this Policy and the [California Privacy Notice](#). If you are an individual referenced in this section, please read our [California Privacy Notice](#) and note that certain sections of the [California Privacy Notice](#) reference back to this General Privacy Policy (such as detailed information on how to exercise privacy rights).

When we are processing personal information in the role or capacity of a processor, MID-SERV SOLUTIONS LLC’s processing is subject to the instructions received by MID-SERV SOLUTIONS LLC from the appropriate Controller, in which case this Policy will not apply. The term “**Controller**” means the natural or legal person that, alone or jointly with others, determines the purposes and means of processing personal information.

This Policy applies to all MID-SERV SOLUTIONS LLC platforms (e.g., websites, apps, etc.) that contain a link to this Policy, including, without limitation, <https://www.mid-serv.com> and the applicable MID-SERV SOLUTIONS LLC User, MID-SERV SOLUTIONS LLC Merchant. The term “**Services**” means MID-SERV SOLUTIONS LLC’s services offered on or through such platforms.

If you are a User, your access to and use of our Services are subject to our Terms and Conditions, which define some of the terms used throughout this Policy. Please make sure that you have carefully read and understand the Terms and Conditions before you use our Services. By using our Services, you accept the Terms and Conditions, and acknowledge and agree that you have read and fully understand and agree to our privacy practices as described in this Policy. If you do not feel comfortable with any part of this Policy or our Terms and Conditions, you must not use or access our Services.

If you are Merchant Personnel, then your relationship with us is also subject to the contractual agreement(s) (e.g., Merchant Terms of Service) between the applicable Merchant and MID-SERV SOLUTIONS LLC.

If you are Service Provider Personnel, then your relationship with us is also subject to the contractual agreement(s) between the applicable Service Provider and MID-SERV SOLUTIONS LLC.

If you are a Non-Contractor Independent Contractor, then your relationship with us is also subject to the appropriate contractual agreement(s) entered into between you and MID-SERV SOLUTIONS LLC or, if applicable, between MID-SERV SOLUTIONS LLC and the agency or company through which you are engaged as an independent contractor.

This Policy does not apply to Contractors who deliver orders through the Services (“**Contractors**”).

## **2. Processing of Personal Information Covered Under this Policy.**

### **A. USERS.**

#### **i. Collection of Personal Information**

When you use our Services, we may collect personal information about you. The types of categories or personal information that we may collect about you include:

##### *a. Information You Provide to Us Directly*

You may provide your personal information to us when you use our Services, including when you register with MID-SERV SOLUTIONS LLC, search within or place orders through our Services, contact us with inquiries, engage with our chatbot or other similar technology on the platforms or Services, respond to surveys, or otherwise access or use our Services. This information may include:

- Personal Identifiers and records information – We may collect and process information such as name, alias, email address, postal or delivery address, account name, phone number, signature, date of birth, or other similar identifiers.
- Biometric Information – We may process facial recognition, voiceprint, or other similar data that may be considered biometric data.
- Transactional/Commercial Information – When you place an order through our Services, we collect information related to that order. This may include information such as items purchased, special instructions, date and time of order, subtotal, photos that you provide to MID-SERV SOLUTIONS LLC, or other purchasing or consuming histories or tendencies.
- Financial Account or Payment Information – Payment information collected such as bank name, payment method, or other financial information. We use a payment processor that collects your payment information and processes payments made on or through the Services. We obtain limited information about your payment card from our payment processor, such as the last four digits of your card and the expiration date.
- Survey Response Data – We conduct survey research among participating Users to learn more about Users to improve and enhance our Services and in connection with surveys, we may collect various information including, without limitation, information pertaining to consumer activity, usage of the Services, health and medical information, race/ethnicity information, sex life/sexual orientation, family relationships, etc.
- Identification Documentation – We may collect identification documentation (e.g., drivers’ license, Federal or state identification card, passport, etc.) in certain limited scenarios (e.g., to verify identity and age when delivering an age-restricted product, good, and/or other item).

- Access Credential Information – In connection with your User account, we will process username, password, unique User identification number, etc.
- Loyalty Account Information – In connection with your use of our Services, we may process loyalty account information for your participation in certain loyalty programs for Merchants.
- Sensory information - images, photos, and/or videos that you upload or submit to us in connection with the Services (e.g., a profile photo, a video(s) of your MID-SERV SOLUTIONS LLC experience, etc.).
- Employment and professional information - if you are using our Services for orders to be delivered to your place of employment or on behalf of your employer, we may collect employment or professional related information from or about you
- Sensitive Data or Sensitive Personal Information – as these terms are defined under applicable data protection and privacy laws, including precise geolocation (see below for further information); a social security, driver’s license, state identification card, or passport number; racial or ethnic origin; religious beliefs; mental or physical health diagnosis; sex life or sexual orientation; or citizenship; etc. We do not use or disclose your sensitive data or sensitive personal information for purposes other than to perform the services reasonably expected by an average consumer, for security and legal reasons, with your consent, and/or for other purposes permitted by applicable law.

*b. Information Received From You as Part of Your Communications*

When you use our Services, complete electronic forms, communicate with Contractors or contact us, by online chat, email, phone or text, we may automatically collect and store certain information about you and the activity you engaged in, for example: your name and contact information; your order details; information that you voluntarily provide to us; the nature and content of your communication; the purpose of the interaction; and the action we took in response to your inquiry or request.

*c. Information Collected Automatically*

We also may collect and store certain information about you and your device(s) automatically when you access or use our platforms and Services, including, without limitation, on our websites and engaging with our online chat functionality. This collection may include the use of, among other technology, cookies and similar technologies as described in Section 3 (Cookies and Similar Technologies) of this Policy. This information may include:

- Technical Information – We collect technical information associated with your activity on our platforms and/or Services and may include information related to your browser and operating system, IP address (the Internet address of your computer), unique device identifiers, personal and online identifiers, and other information such as your device type and version of the app that is in use.

- Usage Information – This may include the webpage that you were visiting before accessing our platforms and Services, the pages or features of our platforms and Services that you browsed to inform us which part of our platform and Services you visit and how much time you spend there.
- Platform Preferences – We collect information about your preferences to make your use of the platforms and Services more productive.

d. Location Information

When you use the Services, we may collect and store general location information (such as IP address). We may also collect route information and delivery pick-up or drop-off information. If you permit the Services to access location services through the permission system used by your mobile operating system or browser, we may also collect and store the precise location of your device when our apps are running in the foreground or background of your device. This information may be used to help you select your delivery address, to provide more accurate deliveries of your orders, to provide recommendations on Merchants to you based upon your location, and to enhance your user experience and improve the services. You can choose whether to enable the location tracking feature through the settings on your device or when prompted by our mobile apps. If you choose to disable the location feature this may impact some of your use of our Services (e.g., the Contractor will not receive precise location information from your device, which may compromise the accuracy of deliveries in some situations).

e. Information Related to a Referral Program or Gift

MID-SERV SOLUTIONS LLC allows Users to (i) send Gifts from or through our Services and (ii) invite people with whom the User has a personal connection to sign up for our Services through a Referral. If you are setting up and sending a Gift or a Referral, we will process information related to you and the recipient. This information will include, but is not limited to, names of both the sender and the recipient, contact information for the recipient, information related to the Gift or Referral (e.g., what was sent, was the gift redeemed, what activity has the recipient taken towards completing the activities associated with the referral, the content of any messages included, etc.). For any personal information that you provide about a recipient of a Gift or Referral, by submitting the information to us you certify that you have the consent and approval of the recipient for you and MID-SERV SOLUTIONS LLC to process their personal information for the purposes for which you disclosed it to us (and, as applicable, for the sending of messages (e.g., email, etc.) to the recipient). As a user, if someone sends you a Gift, we will process your information in connection with setting up and delivering the Gift, tracking the Gift for our Gifting program and for other purposes as set forth in this Policy.

f. Information Collected from Your Social Media Accounts

You may choose to enable or log in to our Services via various online services, including social networking services like Facebook and Google. Our Services also may enable you to access social networking services such as Facebook, Twitter, or Instagram (“**Social Network(s)**”) directly or indirectly through our Services.

When you link a Social Network account to our platforms or Services or log into our platforms or Services using your Social Network account, we may collect relevant personal information to enable our platforms or Services to access that Social Network and your information contained within that Social Network. Any sharing of personal information from or by your Social Network to us is subject to the applicable privacy policy for, and the applicable privacy notices from, the Social Network and, as applicable, any consent or approval that you have provided to the Social Network.

*g. Information Collected about Users from Market Enrichment Partners*

We may license, rent, or otherwise acquire certain demographic information that is about or associated with you that we use to gain a better understanding of you and your consumer habits so that we can improve and enhance our Services and marketing and advertising campaigns.

*h. Information Collected from Advertising Partners and Analytics Providers.*

In connection with certain marketing and advertising campaigns, we may collect and process certain information from our advertising providers and analytics providers that is connected or associated with you and linked or connected to your interaction with our campaigns.

*i. Information Collected from Business Partners*

We may collect personal information from business partners in connection with co-branded product offerings.

*j. Information Collected from Payment Providers*

We may collect or receive limited personal information from payment providers in connection with our processing of transactions or orders in connection with our Services.

**ii. Use of Your Personal Information**

We may use the information we collect about you for various purposes as described below.

*a. To Provide You with the Services*

We use your information to provide you the Services. For example, we use credit card information to complete a transaction, or we use address information to allow the Contractor to fulfill your delivery or we use your information to process a Gift or a Referral. In performing or providing the Services, we may disclose your information to another party or person to facilitate the performance or delivery of the Services (e.g., sharing personal information with Merchants or Contractors or with your bank to validate your payment card, etc.). In such an event, we enter into contractual agreements with such parties or persons to protect your information.

*b. To Maintain and Improve the Platforms and Services*

We use your information for our everyday business operations such as auditing, administration of the Services and business activities, fulfillment, analytics, debugging to identify and repair errors that impair existing intended functionality, conducting internal research for technological development and demonstration, and undertaking activities to verify or maintain the quality or

safety of our Platforms and Services. Your information may also be used to improve the content and/or functionality of the Services. We may use your information to help us enhance offerings for MID-SERV SOLUTIONS LLC and our Merchants. We may process your information, either on an individual level or aggregated with information from or about Users, to analyze trends in the use of our Services and to improve and enhance our Services. We may also use aggregate information about Users and their activities in connection with our Services to provide suggestions or recommendations to Merchants relating to the Merchants' use of our Services.

*c. To Communicate with You*

We use your information to communicate with you. For example, we may send you text messages or other notifications about the status of your orders and deliveries. We may also contact you with promotional offerings or other communications that may be of interest to you.

In the event you contact us, we use certain information to respond to your questions and assist you with any issues that may arise in your use of the Services. If you send direct messages, such as chat or text messages to a Contractor, using the telephone number for that Contractor available on the Services, we may use a third-party service provider to monitor and analyze these messages. We monitor these messages for fraud prevention, to ensure appropriate charging of fees, to enforce our Terms and Conditions, and for quality and training purposes. As part of this process, MID-SERV SOLUTIONS LLC and its service provider will receive in real time and store data about your direct messages, such as chat or text messages, including the date and time of the text message, your phone number, and the message. If you do not agree with the monitoring of direct messages you send to Contractors, please do not send messages to Contractors.

*d. For Account and Network Security Purposes*

We care about keeping you secure and safe while using our Services. Keeping you safe requires us to process your personal information, such as your device information, activity information and other relevant information. We use such information to combat spam, malware, malicious activity or security risks; improve and enforce our security measures; and to monitor and verify your identity so that unauthorized users do not gain access to your information.

*e. To Maintain Legal and Regulatory Compliance*

Our Services are subject to certain laws and regulations which may require us to process your personal information. For example, we process your personal information to pay our taxes, to fulfill our business obligations or as necessary to manage risk as required under applicable law.

*f. To Enforce Compliance with Our Agreements and Policies*

When you access or use our Services, you are bound to our Terms and Conditions (if you are a User), and this Policy. To ensure you comply with them, we process your personal information

by actively monitoring, investigating, preventing and mitigating any alleged or actual prohibited, illicit or illegal activities on our Services. We also process your personal information to: investigate, prevent or mitigate violations of our internal terms, agreements or policies; enforce our agreements with third parties and business partners.

*g. To Protect You, Others, and Our Business*

We use your information to protect you, others, and our business, including, without limitation, using information for fraud prevention, for enforcement of our Terms and Conditions, to comply with the law, and to protect against security risks.

*h. To engage in Certain Marketing and Advertising Activities and to Personalize your Experience or Use of the Services*

In addition to the marketing and advertising activities described elsewhere in this Policy, including in Section 3 (Cookies and Similar Technologies) of this Policy, we engage in the following activities:

- *Look-alike Modeling.* We may use personal information and/or link personal information to a third-party cookie or other similar technology to develop audience insights and/or look-alike models in connection with our marketing campaigns, which models are used to market or advertise the Services on third party platforms (e.g., websites, apps, etc.) to people who exhibit similar characteristics with the look-a-like modeled data.
- *Audience Insights/Ad Measurement.* We may use the personal and transactional information collected from or about you and your use of our Services and platforms to gather audience insights and engage in ad effectiveness measurement. In connection with this activity, we may share personal and transactional information about you and your use of our Services and platforms with our service providers, processors and business partners for the purposes of ad insight and ad effectiveness measurement reporting (either on an individual user level or an aggregate level), which will be used to create, enhance, and improve our Services and platforms and to create, enhance, improve, and implement marketing campaigns and content.
- *Cross-context behavioral advertising.* We may engage in targeted marketing or advertising to a User based upon the User's personal information obtained from the User's activity across another company's distinctly branded websites, applications, or services, however, such activities are only on our behalf and for the benefit of us and the Services.

We also use your information to personalize your experience. For example, we may personalize the content and features you see when visiting our Services. In addition, we may personalize advertisements, marketing communications, and recommendations to make them more tailored to your interests.

We may also use aggregate information about Users and their activities in connection with our Services to provide suggestions or recommendations to Merchants relating to the Merchants marketing activities and the Merchant's use of our Services.

i. For Our Business Purposes

We may use your information for any other purpose disclosed to you at the time we collect the information, or otherwise with your consent.

**iii. Disclosing Personal Information**

We may provide your personal information, as described in Section 2.A.i of this Policy, to third parties as described below.

a. Service Providers, Contractors or Third Parties

We may provide your information to our service providers and contractors to help provide services to you for certain business purposes. This information is provided in order for them to provide us services such as payment processing, advertising services, marketing partners, web analytics, data processing, IT services, customer support and other services. These service providers or contractors may have access to your personal information to perform services on our behalf.

We may provide your information to third parties in connection with certain marketing, and/or advertising activities, including, without limitation, cross-context behavioral advertising. The marketing and/or advertising activities are performed on behalf of MID-SERV SOLUTIONS LLC and the Services.

b. Contractors, Merchants or Other Users

To help provide you with our delivery services we provide your information, including limited personal information (e.g., first and last names, address, phone number (however, your phone number is masked to protect your privacy)) and order details, to the Contractors who complete your requested deliveries. Similarly, we provide information to Merchants to facilitate deliveries, which will include your order information for the Merchant and, depending upon the delivery service (e.g., delivery by a Contractor or delivery by the Merchant), some amount of personal information (e.g., first and last name or first name and last initial, address, phone number, etc.). We may also share information that you provide to MID-SERV SOLUTIONS LLC with Merchants as part of a Merchant Loyalty Program when you connect your MID-SERV SOLUTIONS LLC account with the applicable Merchant program.

c. Group Companies

We may provide your information to our group companies for business purposes. We will require these entities to comply with the terms of this Policy with regard to their use of your information.

Service provided by MID-SERV SOLUTIONS LLC, and our group companies may share certain functionalities such as a uniform login experience where users of both applications will need to use a single username and password.

d. *Social Networks*

In connection with linking or connecting your User account(s) with our Services to your Social Network, we may share certain of your information with the operator of that Social Network to facilitate your use of that Social Network and for other purposes or uses described in the Social Network's privacy policy. Additionally, a Social Network may collect personal information and information about your use of our platforms or Services automatically. The manner in which a Social Network collects, uses, stores, and discloses your information is governed by the policies of such third parties and MID-SERV SOLUTIONS LLC shall have no liability or responsibility for the privacy practices or other actions of any Social Network that may be enabled within our Services. Keep in mind that your usage of Social Network features is governed by applicable Social Networks and not by MID-SERV SOLUTIONS LLC and may be visible or accessible to the public.

e. *To Third Parties when Required or Permitted by Law*

We may be required to provide your personal information to third parties including law enforcement agencies when required to protect and defend our legal rights, protect the safety and security of users of our Services, prevent fraud, comply with the law, respond to legal process, or a request for cooperation by a government entity.

f. *Corporate Transactions*

We may disclose your personal information to third parties in order to participate in, or be the subject of, any sale, merger, acquisition, restructure, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings) or other similar transaction(s), in which case we may disclose your personal information to prospective buyers, sellers, advisers or partners and your data may be a transferred asset in a business sale.

g. *Co-Branded Products & Services*

We may share your personal information with companies that offer co-branded products or services, such as a co-branded DooDash credit card. In conjunction with the co-branding program, we may receive compensation from the co-branding activity. These companies are prohibited from using your personal information for purposes other than offering you, and administering your use of, these co-branded products and services.

h. *Individuals who you Send a Gift or Referral to*

When you send a Gift or Referral to another person (e.g., a User or Non-User), certain personal information of or about you will be included with the communication (e.g., first and last names, email address, a personal message (if applicable) and your User account profile picture (if any)).

i. *With Your Consent or at Your Direction or Instruction*

We also may provide your information to third parties with your consent or at your direction.

j. *Professional Services Organizations*

We may disclose your personal information to professional services organizations in connection with exercising our rights and conducting our business activities.

**B. NON-USERS.**

In connection with our Services, we may process personal information about Non-Users, which can occur when a User is sending a Non-User a Gift, when a User is sending a Referral to a Non-User, or when a Non-User is visiting our platforms or Services (e.g., visiting( <https://www.mid-serv.com>) or communicating with us (e.g., sending us an email through the contact information available through our platforms). When we are processing personal information in connection with a Gift or in connection with a Referral, the User is solely responsible for ensuring that the User has the consent or approval of the Non-User for both the User and MID-SERV SOLUTIONS LLC to process the Non-User's personal information, including, without limitation, for the sending of communications to the Non-User (e.g., emails, etc.) and by submitting the Non-User's personal information to us, the User is certifying that such consent or approval has been received or obtained. Please note the following: (i) if you participate in a MID-SERV SOLUTIONS LLC Referral program, we will disclose your personal information and activity in connection with the Referral with the User who referred you; (ii) for Referrals, the User setting up the communication determines the timing of sending the communication, determines the channel through which to send the communication (e.g., email, SMS/text message, etc.), determines who to send the communication to, and has full control over the content of the communication and can edit any suggested content provided by MID-SERV SOLUTIONS LLC; and (iii) if you are receiving a Gift as part of a meal plan or other similar program organized by a User, the User may disclose some personal information about you to individuals who participate in the meal plan or other similar program and such disclosure is controlled by the User not by MID-SERV SOLUTIONS LLC and the User is required to have your consent or approval for the sharing of the personal information. We do not sell or share (as these terms are defined under applicable data protection and privacy laws) the personal information of Non-Users. For more information on the processing of Non-User personal information, please see below.

i. *Categories of Personal Information Collected and Disclosed to Third Parties.*

- Contact information, such as first and last names, residential address, phone number, email address, etc.

- Preferences for products, goods, and/or other items (e.g., food preferences, etc.)
- Order/transaction history
- Activity or actions in connection with a referral program (as applicable)
- Technical information, such as IP address, device identifier, browser type, device type, etc. (as applicable)
- Online activity, such as browsing history, websites/web pages/web content viewed or interacted with, etc. (as applicable)
- Communications data, such as the date and time of communications, the nature and content of the communications, information on the sender and recipients of communications, etc.

ii. *Categories of Sources of Personal Information.*

- A User, such as when a Gift is organized or ordered or when a Referral is set up using MID-SERV SOLUTIONS LLC's platforms or systems to transmit the message
- A Non-User recipient of an order when they interact or communicate with MID-SERV SOLUTIONS LLC about an order
- Your device, system, browser, when you access, use or interact with our platform(s), through the use of cookies and similar technologies as described in Section 3 (Cookies and Similar Technologies) of this Policy

iii. *Purposes or Uses of Personal Information.*

- Creating, facilitating and delivering an order, such as setting up the order, communicating the order to a Merchant(s), communicating with the Non-User about the order, and arranging for delivery through a Contractor
- Facilitating and administering our communication and interaction with you
- Operating our platforms and Services, including, without limitation, debugging to identify and repair errors that impair existing intended functionality
- Assisting a User in generating and transmitting a link for a Referral program
- Engaging in marketing and advertising activities in connection with cookies and similar technologies, as described in Section 3 (Cookies and Similar Technologies) of this Policy (as applicable)
- Complying with legal and regulatory requirements
- Protecting the interests, persons, and property of MID-SERV SOLUTIONS LLC and its personnel, you, and other third persons and parties

- Monitoring, investigating, preventing, mitigating and remediating, any alleged or actual prohibited, illicit, or illegal activities in connection with the Services and our business relationships and operations
- Ensuring compliance with our internal terms, policies, and agreements and meeting internal and external audit requirements, including our information security obligations
- Creating, enhancing and improving our Services and our business activities, including, without limitation, conducting internal research for technological development and demonstration, and undertaking activities to verify or maintain the quality or safety of our platforms and Services
- Handling inquiries, complaints, and requests
- Exercising our rights, and to defend ourselves from claims
- Protecting and enhancing the security of our systems, platforms and the Services (e.g., to prevent, detect, and mitigate security risks, malicious activity, spam, malware, etc.; to improve, enhance, and enforce our security measures and controls; and to monitor and verify identity for the purposes of protecting against unauthorized use, etc.)

iv. *Categories of Third Parties Who May Receive Personal Information.*

- MID-SERV SOLUTIONS LLC's group of companies
- The User(s) who set up the Gift or Referral (as applicable)
- Third parties who help us establish and administer our relationship with you and perform and deliver the Services, including the applicable Merchant(s) and Contractor(s) to fulfill your order
- Third parties where we have a duty or obligation to or are permitted to disclose your personal information by law (e.g., government agencies, law enforcement, courts and other public authorities)
- Professional service organizations (e.g., legal professionals, accountants, auditors, security professionals, information technology professionals) where we feel it is appropriate to protect the rights, persons and property of MID-SERV SOLUTIONS LLC, our personnel, you, our Users, our platforms and/or Services, and/or other persons or parties
- Any person or party to whom you direct, or consent to, us to disclose your personal information
- Third parties in order to participate in, or be the subject of, any sale, merger, acquisition, restructure, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings) or other similar transaction(s), in which case we may disclose your personal

information to prospective buyers, sellers, advisers or partners and your data may be a transferred asset in a business sale

### **3. Cookies and Similar Technologies.**

We use cookies, web beacons, pixels, session replay/screen capture, and similar technologies to collect information and personalize your experience with our Services. When we use session replay technology, we may collect on a real-time basis information on how you use and navigate the Services. This may include mouse movements and how you scroll through the Services, but we do not collect keystroke data. Additional information on other technologies we may use is set forth below.

For information on your opt-out rights under applicable data protection and privacy laws, please see Section 8 (Your Rights and Choices) of this Policy. Please note that even if you opt-out, you may still receive advertisements from us. However, in that case, the advertising will not be tailored to your interests. Please further note that the opt-out mechanisms will not impact or affect MID-SERV SOLUTIONS LLC's non-interest based advertising on our platforms or Services.

#### *A. Cookies*

Cookies are small web files that a site or its provider transfers to your device's hard drive through your web browser that enables the site's or provider's system to recognize your browser and remember certain information.

*How We Use Cookies* – We use first-party and third-party cookies for the following purposes:

- to make our Services function properly;
- to improve our Services;
- to recognize you when you return to our platforms and to remember information you have already provided, such as items already in your order cart;
- to collect information about your activities over time and across third party websites or other online services in order to deliver content and advertising tailored to your interests; and
- to provide a secure browsing experience during your use of our Services.

*How to Manage Cookies* – You may disable the use of cookies by modifying your browser settings. If you choose to disable cookies you may not be able to fully experience the interactive

features of our Services. For more information on cookies and how to disable cookies visit [www.ftc.gov/ftc/cookies.shtm](http://www.ftc.gov/ftc/cookies.shtm) or [https://www.usa.gov/optout\\_instructions.shtml](https://www.usa.gov/optout_instructions.shtml).

#### B. *Web Beacons*

Web beacons, also known as web bugs, pixel tags or clear GIFs, are tiny graphics with a unique identifier that may be included on our platforms to deliver or communicate with cookies, in order to track and measure the performance of our platforms and Services, monitor how many web visitors we have, and to monitor the effectiveness of our advertising. Unlike cookies, which are stored on the user's hard drive, web beacons are typically embedded invisibly on webpages (or in an email).

#### C. *Online Analytics and Advertising Technologies*

We and our third-party vendors may use automated technologies (including cookie identifiers on our platforms), along with other collected information, to tailor ads or deliver content when you are on our Services or on other devices, apps or websites.

#### D. *Targeted Advertising*

We (or our service providers) may use the information we collect, for instance, IP addresses and unique mobile device identifiers, to locate or try to locate the same unique users across multiple browsers or devices (such as smartphones, tablets, or computers), or work with providers that do this, in order to better tailor content and features and provide you with a seamless experience across devices. If you wish to opt out of such cross device tracking for purposes of interest-based advertising, you may do so through your device settings. We may also use cross-device tracking to help identify our users and serve advertising. This type of advertising is often called "interest-based" or "personalized" advertising and when it occurs on mobile apps, "cross-app" advertising.

You can learn more about interest-based advertising and how to opt-out of receiving tailored advertising by visiting (i) the Network Advertising Initiative's Consumer [Opt-Out link](#) or (ii) the Digital Advertising Alliance's Consumer [Opt-Out link](#). To opt out of Google Analytics for display advertising or customize Google display network ads, you can visit the [Google Ads Settings page](#). These links are provided for convenience purposes only; MID-SERV SOLUTIONS LLC is not responsible or liable for the compliance practices and programs of the companies managing the opt-out processes available through the above links.

#### E. *Mobile Applications*

Depending on your permissions, we may receive your personal information from your Internet service and mobile device providers. Users of mobile devices who do not want to receive interest-based advertising may opt-out in several ways. Learn more about your choices for mobile devices by visiting <http://www.aboutads.info/appchoices>. Each operating system, (iOS for Apple phones, Android for Android devices, etc.) provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You should view your device or

system settings to determine how you can opt out of use of your device ID for “cross-app” personalized advertising.

#### **4. Security.**

MID-SERV SOLUTIONS LLC has implemented administrative, organizational, technical, and physical security controls that are designed to safeguard personal information. However, no online activity is ever fully secure or error-free. While we strive to protect your information, we cannot guarantee that your personal information is absolutely secure. Please keep this in mind when disclosing any information to MID-SERV SOLUTIONS LLC.

Please recognize that protecting your personal information is also your responsibility. We urge you to take every precaution to protect your information when you are on the Internet, or when you communicate with us and with others through the Internet. Change your passwords as appropriate, use a combination of letters and numbers, and make sure you use a secure browser. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account might have been compromised), or if you suspect someone else is using your account, please let us know immediately by contacting us as indicated in Section 12 (Contact Us) of this Policy.

#### **5. Data Retention.**

Our retention of your personal information may vary based upon the nature of our relationship with you (e.g., User, Non-Contractor Independent Contractor, etc.) or, as applicable, the company or business with whom you are employed, associated, or connected (e.g., in the case of Merchant Personnel and Service Provider Personnel, etc.) and based upon several factors, including without limitation, the following:

- The length of time necessary to fulfill the purpose(s) for which we collected the personal information;
- When your relationship with us ceases or terminates or when the company or business that you are affiliated, associated, or connected with, ceases to maintain a business relationship with us;
- The length of time it is reasonable to keep records to demonstrate that we have fulfilled our business and legal duties and obligations and contractual commitments (as applicable);
- Any limitation periods within which claims can be made;

- Any retention periods prescribed by law or recommended by regulators, professional bodies, or associations; and
- The existence of any relevant legal proceedings.

## **6. Third-Party Sites.**

Some of the functionality may be provided by third parties and the Services may link to other third-party websites that are not controlled by MID-SERV SOLUTIONS LLC. These third parties are not under our control and MID-SERV SOLUTIONS LLC is not responsible for their privacy policies or practices. If you provide any personal information to any third party or through any such third-party website, we recommend that you familiarize yourself with the privacy policies and practices of that third party.

## **7. Children's Information.**

A. Our Services are not intended for children under 16 years of age, and we do not knowingly collect personal information from children under the age of 16. If you are a parent or guardian of a child under the age of 16 and believe he or she has disclosed personal information to us, please contact us. A parent or guardian of a child under age 16 may review and request deletion of the child's personal information. Parents or guardian's should closely monitor their User accounts to ensure that the accounts are properly used.

B. In connection with our business-to-business relationships, we do not knowingly process any personal information of or about a child.

C. If we become aware that personal information we collected is associated with a minor under 16 years of age, we will delete that personal information.

## **8. Your Rights and Choices.**

### **A. Your Rights.**

You may have rights under certain data protection and privacy laws pertaining to our processing of your personal information. These rights are not absolute, meaning that, as permitted under applicable data protection and privacy laws, we may not be obligated to comply with your request and we can limit the frequency of your requests. For all requests, we will need to verify the identity of the data subject and, if applicable, the identity and authority of the person submitting the request on behalf of the data subject. If we are unable to confirm or validate the identity of the data subject and, if applicable, the identity and authority of the requestor if different than the data subject, then we may reject or deny the request. Subject to applicable data protection and privacy laws, you can exercise your rights free of charge.

Subject to applicable data protection and privacy laws, the following rights may be available:

Type of Right	Description	Exercising Right
<p><b>Right of Access/Right to Know/Right to Data Portability</b></p>	<p>This right provides an individual with the opportunity to know what personal information has been collected about them, including the specific pieces of personal information and the right to receive a copy of the personal information in a portable and, to the extent technically feasible, a readily usable format.</p>	<p><b>User:</b> For MID-SERV SOLUTIONS LLC, you can exercise this right by reading this document.</p> <p><b>Non-User:</b> Contact us at <a href="mailto:Mdssupt@gmail.com">Mdssupt@gmail.com</a> and provide (i) your first and last name, email address and address of residency; (ii) identify the right(s) being exercised; and (iii) in the subject line include “<b>Non-User DSR Request</b>”</p> <p><b>Merchant Personnel, Service Provider Personnel, and Non-Contractor Independent Contractor:</b></p> <p>Contact us and provide (i) your first and last name, business email address and address of residency; (ii) explain the nature of your connection to us (e.g., Merchant Personnel, Service Provider Personnel, Non-Contractor Independent Contractor); (iii) identify</p>

		the right(s) being requested; and (iv) in the subject line include “ <b>B2B DSR Request</b> ”.
<b>Right of Deletion</b>	<p>This right provides an individual with the opportunity to request deletion of personal information.</p> <p>Notwithstanding the fact that a data subject may exercise a right to delete personal information, please note that we will keep a record of all rights requests and we may retain personal information even after receiving and processing a right of deletion request if such retention is permitted or required under applicable data protection and privacy laws.</p>	<p><b>User:</b> For MID-SERV SOLUTIONS LLC, you can exercise this right by contacting us.</p> <p><b>Non-User:</b> Contact us and (i) provide your first and last name, email address and address of residency; (ii) identify the right(s) being exercised; and (iii) in the subject line include “<b>Non-User DSR Request</b>”.</p> <p><b>Merchant Personnel, Service Provider Personnel, and Non-Contractor Independent Contractor:</b> Contact us and (i) provide your first and last name, business email address, and address of residency; (ii) explain the nature of your connection to us (e.g., Merchant Personnel, Service Provider Personnel, Non-Contractor Independent Contractor); (iii) identify the right(s) being requested; and (iv) in the subject line include “<b>B2B DSR Request</b>”.</p>
<b>Right to Opt-Out of Sale or Sharing of Personal Information</b>	<p>This right provides an individual with the opportunity to opt-out of having their information sold, shared, or used for purposes of cross-context behavioral advertising, or targeted advertising. State laws have specific definitions of</p>	<p><b>User:</b> To opt-out of the sale or sharing of personal information and targeted advertising, please contact us at <a href="mailto:Mdssupt@gmail.com">Mdssupt@gmail.com</a></p>

<p><b>Right to Opt-out of Targeted Advertising</b></p> <p><b>Right to Opt-In</b></p>	<p>selling, sharing, and targeted advertising. For example, the CPRA broadly defines “sale” as any sharing of personal information with third parties in exchange for monetary or other valuable consideration. The CPRA defines “sharing” as sharing personal information with a third party for cross context behavioral advertising. This includes sharing personal information in a way that allows third parties to receive certain information such as cookie identifiers, IP addresses and/or browsing behavior to add to a profile about your device, browser or you. Such profiles may enable delivery of interest-based advertising or cross-context behavioral advertising by such third parties within their platform or on other sites.</p> <p>You also have <b>the right to opt-in</b> if you change your mind. This right provides individuals who have chosen to exercise their right to opt-out the opportunity to opt-in for the sale and sharing of their personal information.</p>	<p>If you change your mind, you can opt-in using the same path.</p> <p><b>Non-User:</b> We do not believe that the right to opt-out or the right to opt-in will apply to Non-Users because we do not share or sell Non-User data with third parties or use such data for purposes of targeted advertising.</p> <p><b>Merchant Personnel, Service Provider Personnel and Non-Contractor Independent Contractor:</b></p> <p>We do not believe that the right to opt-out or the right to opt-in will apply to the processing of personal information for these categories of individuals because we do not share or sell such personal information with or to third parties or use such data for purposes of targeted advertising. If you are also a registered user of our Services, you may use the opt-out and opt-in for Users described above.</p>
--	--	--

<p><b>Right to Correct or Rectify Personal Information</b></p>	<p>Taking into account the nature of the personal information and the purposes of the processing, this right provides an individual with the ability to correct or update inaccurate personal information that we hold about the individual.</p>	<p><b>User:</b> Please login to your account and correct or update your information.</p> <p><b>Non-User:</b> Contact us and provide (i) your first and last name, email address and address of residency; (ii) identify the right(s) being exercised; and (iii) in the subject line include “<b>Non-User DSR Request</b>”</p> <p><b>Merchant Personnel, Service Provider Personnel, and Non-Contractor Independent Contractor:</b></p> <p>Contact us and provide (i) your first and last name, business email address and address of residency; (ii) explain the nature of your connection to us (e.g., Merchant Personnel, Service Provider Personnel, Non-Contractor Independent Contractor); (iii) identify the right(s) being requested; and (iv) in the subject line include “<b>B2B DSR Request</b>”.</p>
<p><b>Right to Appeal</b></p>	<p>This right provides an individual with the opportunity to appeal a decision made by us in connection with a rights request.</p>	<p><b>All categories of individuals covered by this Policy:</b> contact us <a href="mailto:Mdsupt@gmail.com">at <u>Mdsupt@gmail.com</u></a> and provide <a href="#"><u>your first name and last name, email address, and address of residency, an overview of the decision you are appealing; and include the following in the subject line “Appeal”.</u></a></p>
<p><b>Right of Non-Discrimination</b></p>	<p>This right provides an individual with the right to not be</p>	<p><b>All categories of individuals covered by this Policy:</b> MID-SERV</p>

<p><b>and Non Retaliation</b></p>	<p>discriminated against as a result of exercising a right provided under applicable data protection and privacy laws.</p> <p>Generally, this right prohibits a Controller from (a) denying an individual access to or use of goods and services, (b) charging different prices or rates for goods and services, or (c) providing a different level or quality of goods or services, as a result of the individual exercising a right under data protection and privacy laws.</p>	<p>SOLUTIONS LLC does not discriminate or retaliate against individuals for exercising applicable privacy rights.</p> <p>If you feel that you have been subject to discrimination as a result of exercising a right provided under data protection and privacy laws, please contact us and provide (i) your first and last name, email address and address of residency; (ii) an explanation of the right(s) exercised and the alleged discriminatory treatment; and (iii) in the subject line include “<b>Discriminatory Treatment - DSR</b>”.</p>
<p><b>Right to Limit the Use and Disclosure of Sensitive Personal Information</b></p>	<p>Under the CPRA, this right provides an individual with the opportunity to direct a business that collects sensitive personal information about the individual to limit its use of the individual’s sensitive personal information to only the use necessary to perform the services or provide the goods reasonably expected by the average individual who requests those services or goods or as otherwise permitted under applicable data protection and privacy laws. This right is limited to sensitive personal information used for the purpose of inferring characteristics about an individual.</p>	<p><b>All categories of individuals covered by this Policy:</b> MID-SERV SOLUTIONS LLC does not use sensitive personal information for the purpose of inferring characteristics about an individual, therefore we do not offer a path to exercise this right.</p> <p>However, all other rights applicable to personal information are available for sensitive personal information as well. You may exercise any of the other rights available to you, such as the Right of Deletion or the Right to Opt-Out.</p>

<p><b>Right to Withdraw Consent</b></p>	<p>This right provides individuals with the opportunity to withdraw their consent where MID-SERV SOLUTIONS LLC has collected their personal information on the basis of such consent.</p>	<p><b>All categories of individuals covered by this Policy:</b> To withdraw consent where you have previously given your consent to MID-SERV SOLUTIONS LLC, please contact us and provide (i) your first and last name, business email address, and address of residency; (ii) an explanation of where you provided your consent to MID-SERV SOLUTIONS LLC; and (iii) in the subject line include “<b>Withdraw Consent - DSR</b>”.</p>
<p><b>Right to Opt-out of Profiling</b></p>	<p>This right provides individuals with the opportunity to opt out of profiling. The term profiling has specific definitions under state laws and typically means automated processing to analyze an individual’s economic situation, health, personal preferences, interests, reliability, behavior, location or movements in a way that would produce a legal or similarly significant effect.</p>	<p><b>All categories of individuals covered by this Policy:</b> MID-SERV SOLUTIONS LLC does not engage in this type of profiling of individuals.</p>

**Authorized Agent Requests.** For authorized agents submitting a request on behalf of a data subject, please contact us and provide (i) the first and last names and email address for the data subject, (ii) the first and last names and business contact information for the agent, (iii) evidence of authority (e.g., power of attorney, etc.), (iv) the status of the data subject (e.g., User, Non-User, Merchant Personnel, etc.), (v) the right(s) being exercised, and (vi) in the subject line include “**Authorized Agent Request**”.

**Contact MID-SERV SOLUTIONS LLC by Phone:** If you do not have access to email or based on your personal preference, you may exercise any of the rights available to you by calling us at 727-899-7242

**Contact MID-SERV SOLUTIONS LLC by E-Mail:** You may contact us via e-mail at [Mdssupt@gmail.com](mailto:Mdssupt@gmail.com) to exercise the following rights: (i) right to correct/rectify personal information, (ii) the right of access/right to know, and (iii) the right to deletion. In your email, please provide (a) your first and last name, email address and address of residency; (b) identify the right(s) being exercised; and (c) in the subject line include “**DSR Request**”.

**B. Your Additional Choices.**

- i. Commercial Email Messages & Text Messages. You can unsubscribe from our marketing or promotional emails and text messages by using the unsubscribe mechanism in the communication. We will still send you transactional information, and relationship communications about the use of our Services, platforms and/or the relationship between us and you. This opt-out option does not apply to MID-SERV SOLUTIONS LLC credit card offerings because these are provided through associated financial institutions. However, you can choose to stop receiving certain prescreened offers of credit that originate from participating nationwide credit reporting agencies, including our prescreened offers, by calling the official Consumer Credit Reporting Industry organization at 1-888-567-8688 or by going to [www.optoutprescreen.com](http://www.optoutprescreen.com).
- ii. Push Notifications. In the notifications section of the account page on our mobile platforms/apps, you can adjust your preferences for push notifications for order updates, store offers, MID-SERV SOLUTIONS LLC offers, recommendations, reminders, and product updates and news. Please note that turning off notifications may impact the use of our Services, platforms, and/or the relationship between you and us.
- iii. Location Access. You can restrict, limit or prohibit our access to your location through your device settings. Please note if you restrict, limit or prohibit our tracking of your location, this may impact your use of and our delivery of the Services.
- iv. Cookie Tracking. Please see Section 3 (Cookies and Similar Technologies) of this Policy.
- v. Ad Personalization. To adjust your preferences on our ad personalization activities on third party platforms (e.g., websites and apps), please go to marketing choices in the privacy section of the User account and you can slide the toggle to disable or enable.

**9. California Residents.** California residents, please review additional privacy information in our [California Privacy Notice](#).

**10. Nevada Residents.**

Under Nevada Revised Statutes Chapter 603A (Security and Privacy of Personal Information) (“**Nevada Privacy Law**”), companies that qualify as an Operator under Nevada Privacy Law must satisfy certain requirements pertaining to “Covered Information.” The term “**Covered**

**Information**” is defined to include the following items of personally identifiable information: (1) first and last name, (2) home or other physical address, (3) email address, (4) phone number, (5) social security number, (6) an identifier that allows a specific person to be contacted either physically or online, and (7) any other information concerning a person collected from the person through the Internet website or online service of the operator and maintained by the operator or data broker in combination with an identifier in a form that makes the information personally identifiable. Under Nevada Privacy Law, certain Nevada consumers may opt-out of the sale of Covered Information, with “sale” being defined as the exchange of Covered Information for monetary consideration. We do not believe that we sell Covered Information under Nevada Privacy Law; however, we do offer an opt-out of the sale or sharing of personal information to satisfy requirements under other data protection and privacy laws and this right is available to Nevada residents as well.

#### **11. International Users.**

The personal information processed in connection with this Policy may be stored and processed on servers located in the United States and other global locations, which means that if you reside outside of the United States your personal information will be transferred, stored, and processed outside of the country or jurisdiction in which you reside.

#### **Contact Information**

MID-SERV SOLUTIONS LLC welcomes your questions or comments regarding this Agreement. Please find our contact information below:

#### **United States:**

MID-SERV SOLUTIONS LLC,  
Palm Harbor, FL 34685

#### **Customer Support**

[Mdssupt@gmail.com](mailto:Mdssupt@gmail.com)

