



FoodFresh

End User License Agreement

License Grant

Subject to the terms of this Agreement, FoodFresh grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the FoodFresh application ("App") for your personal, non-commercial use on a device that you own or control.

Use Restrictions

You agree not to:

- Modify, reverse engineer, decompile, or disassemble the App
- Rent, lease, lend, sell, or sublicense the App
- Create derivative works based on the App
- Use the App for any illegal purpose
- Remove or alter any proprietary notices on the App
- Use the App in any way that could damage or overburden our systems

Ownership

The App, including all intellectual property rights therein, is and will remain the exclusive property of FoodFresh and its licensors. The App is licensed, not sold, to you under this Agreement.

Updates and Maintenance

FoodFresh may from time to time develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the App. You agree that FoodFresh may automatically update the App on your device and that such updates may require additional data usage.

Warranty Disclaimer

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. FOODFRESH DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTO-

RY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

IN NO EVENT SHALL FOODFRESH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE APP, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF FOODFRESH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice if you fail to comply with any of its terms. Upon termination, you must cease all use of the App and delete all copies.

Export Regulations

You agree to comply with all applicable export and re-export restrictions and regulations. The App may not be exported or re-exported to certain countries or to persons prohibited from receiving exports from the United States.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Delaware, without regard to its conflict of law provisions. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in Delaware.

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