

## **Nourish EMB Disclaimer and Waiver**

ACKNOWLEDGEMENT OF SAFE HEALTH PRACTICES. In light of the novel coronavirus and COVID-19 all users should be familiar with Covid information and latest updates and educate themselves. Information can be found on the Center for Disease Control and Prevention's website at: [www.cdc.gov](http://www.cdc.gov) or the Johns Hopkins Coronavirus Resource Center at <https://coronavirus.jhu.edu/>. General guidelines are to practice social distancing, wash your hands often, use hand sanitizer if soap and water are not available, wear a mask over your nose and mouth, avoid touching your eyes, nose and mouth with unwashed hands, use forms of electronic payment rather than cash, avoid contact with people who are sick. More detailed information can be found at the CDC and Johns Hopkins websites, in addition to information from medical professionals and public health officials in your national, state, and local area. Users must practice safe health practices at all times when volunteering through Nourish or Lend a Hand.

This Disclaimer and Waiver ("**Disclaimer and Waiver**") constitutes a legally binding agreement between you and Nourish EMB ("**Nourish**") governing your use of the Nourish Community COVID 19 Lend a Hand platform (the "**Land a Hand Platform**").

The use of all personal data you submit to the Land a Hand Platform or which we collect about you is governed by our Nourishemb.com Website Terms of Service (the "**Terms of Service**"), available on our website. You acknowledge that by using the Land a Hand Platform you have reviewed the Terms of Service.

Your consent at registration and continued use of the Land a Hand Platform constitutes your acceptance of and agreement to all of the terms and conditions in this Disclaimer and Waiver and the Terms of Service (collectively, the "**Agreement**"), as well as any future amendments and additions thereto as we may publish from time to time. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using, the Land a Hand Platform.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT USE OR ACCESS THE LAND A HAND PLATFORM.**

BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR USING THE LAND A HAND PLATFORM, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

### **1. The Land a Hand Platform Connects Users**

The Nourish Community Land a Hand Platform is a web-based communications platform which enables connections between users ("**Users**").

USERS ARE INDIVIDUALS OR INDEPENDENT BUSINESS OWNERS AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, INDEPENDENT CONTRACTORS OR FRANCHISEES OF NOURISH. NOURISH DOES NOT PERFORM TASKS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM TASKS. BY CONNECTING PEOPLE AND BUSINESSES, NOURISH OPERATES AS AN ONLINE TOOL THAT CONNECTS USERS WHO WISH TO PROVIDE A COMMUNITY SERVICE.

USERS HEREBY ACKNOWLEDGE THAT NOURISH DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR A USER’S WORK AND EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE TASKS IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION OR CODE.

The Land a Hand Platform enables connections between Users to provide volunteer community service between users. Nourish is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide or any other aspect whatsoever of Tasks, nor of the integrity, responsibility, competence, qualifications or any of the actions or omissions whatsoever of any Users. Nourish makes no warranties or representations about the suitability, reliability, timeliness or accuracy of the Tasks or services provided by, or the communications of or between, Users identified through the Land a Hand Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

## **2. User Background Checks and User Representations and Warranties**

### **User Background Checks**

Users acknowledge that Nourish does not perform Background Checks on any of its users and does not subject Users to a review process before they can sign up for and during their use of the Land a Hand Platform. Nourish does not confirm that each User is who they claim to be, and Nourish cannot and does not assume any responsibility for the accuracy or reliability of any User information.

When interacting with other Users, you should exercise safety, caution and common sense to protect your personal safety, data and property, just as you would when interacting with other persons whom you do not know. By using its website, you acknowledge and agree that Nourish will not be liable for any false or misleading statements made by Users.

NOURISH (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “**AFFILIATES**”)) IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT, ACTS OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE LAND A HAND PLATFORM AND, TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE NOURISH AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LAND A HAND PLATFORM.

### **User Representations and Warranties**

All Users represent and warrant that:

- You are at least 18 years of age or older, and are otherwise capable of entering into binding contracts;
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide;
- You have read, understand and agree to be bound by the Agreement;
- You will respect the privacy (including without limitation private, family and home life), property and data protection rights of Users and will not record (whether video or audio or otherwise, nor post on any social media) any Task or any interaction by or with any User and/or Nourish in connection with the Land a Hand Platform without the prior written consent of Nourish and/or the relevant User, as applicable;
- You will act professionally and responsibly in your interactions with other Users;
- You will use your real name or business name at all times while using or accessing the Land a Hand Platform;
- When using or accessing the Land a Hand Platform, you will act in accordance with all applicable local, state, provincial or national law or custom and in good faith;
- You will not use the Land a Hand Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services;
- Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement;
- Other than as fully and promptly disclosed in writing to Nourish, you do not have any motivation, status or interest that Nourish may reasonably wish to know about in connection with the Land a Hand Platform, including without limitation, if you are using or will or intend to use the Land a Hand Platform for any journalistic, academic, investigative or unlawful purpose.

### **3. Acceptable Use**

The Land a Hand Platform may not be used for any of the following purposes:

- To defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead or otherwise violate the rights (such as, but not limited to, rights of privacy, confidentiality, reputation and publicity) of others, including Users or Nourish;
- To publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful language, material or information;
- To upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party or Nourish;
- To upload files or scripts such as Trojan horses, corrupt files, SQL injections, worms, timebombs, cancelbots or any other files or software that may damage Nourish or its Users' computers;

- To advertise or offer to sell any goods or services for any commercial purpose through the Land a Hand Platform;
- To post or complete a Task requiring a User to engage in activity that is illegal or deemed dangerous, harmful or otherwise inappropriate by Nourish in its sole discretion; or
- To impersonate another person.

While using the Land a Hand Platform, you may not:

- Use the Land a Hand Platform for any unauthorized or illegal purpose, including but not limited to posting or performing a Task in violation of local, state, provincial, national or international law;
- Post or upload any content which you have not obtained the necessary rights and permissions to use accordingly;
- Hack or interfere with the Land a Hand Platform, its servers or any connected networks;
- Adapt, alter, license, sublicense or translate the Land a Hand Platform for your own personal or commercial use;
- Remove, alter or misuse, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by Nourish and Affiliates;
- Upload content to the Land a Hand Platform that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- Use the Land a Hand Platform or the Task services in violation of this Agreement; or
- Cause any third party to engage in the restricted activities above.

#### **4. Telephone Communications**

You verify that any contact information provided to Nourish, Nourish's agents and affiliates, and Users, including, but not limited to, your name, business name, mailing address, email address, your residential or business telephone number and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own.

#### **5. Disclaimer of Warranties**

##### **(a) Use Of The Land a Hand Platform Is Entirely At Your Own Risk**

THE TECHNOLOGY OF THE LAND A HAND PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES AND NON-INFRINGEMENT. NOURISH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE LAND A HAND PLATFORM AND

ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE LAND A HAND PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

Nourish and Affiliates do not warrant that access to the Land a Hand Platform will be uninterrupted or that the Land a Hand Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the Land a Hand Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Task, service, information or materials provided through or in connection with the use of the Land a Hand Platform. Nourish and Affiliates are not responsible for the conduct, whether online or offline, of any User. Nourish and Affiliates do not warrant that the Land a Hand Platform is free from computer viruses, system failures, worms, trojan horses or other harmful components or malfunctions, including during hyperlink to or from third-party websites. Nourish and Affiliates will implement appropriate technical and organizational measures to ensure a level of security adapted to the risk for any personal information supplied by you. Nourish does not provide any warranties or guarantees regarding any User's ability.

**(b) No Liability**

You acknowledge and agree that Nourish is only willing to provide the Land a Hand Platform if you agree to certain limitations of Nourish's liability to you and third parties. Therefore, you agree to hold Nourish and Affiliates, or their partners, not liable for any claims, demands, damages, expenses, losses, governmental obligations, suits and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special or exemplary, including attorney's fees and costs (collectively, "**Liabilities**") that have arisen or may arise, relating to your or any other party's use of or inability to use the Land a Hand Platform, including without limitation any Liabilities arising in connection with the conduct, act or omission of any User (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence and destruction of personal property), any dispute with any User and any instruction, advice, act or service provided by Nourish and Affiliates.

UNDER NO CIRCUMSTANCES WILL NOURISH AND AFFILIATES OR THEIR PARTNERS BE LIABLE FOR, **AND YOU HEREBY RELEASE NOURISH AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY NOURISH, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES OR ATTORNEY'S FEES AND COSTS) ARISING OUT OF OR IN ANY WAY CONNECTED**

WITH YOUR USE OF OR INABILITY TO USE THE LAND A HAND PLATFORM OR THE SERVICES FACILITATED, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN SUCH CASES THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

NOURISH AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS LAND A HAND PLATFORM. NOURISH AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE LAND A HAND PLATFORM.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT NOURISH AND AFFILIATES OR THEIR PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED WHAT YOU PAID TO NOURISH DURING THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **6. Indemnification**

You hereby agree to indemnify, defend and hold harmless Nourish and Affiliates from and against any and all Liabilities incurred in connection with or arising out of (i) your use or inability to use, or your participation on, the Land a Hand Platform; (ii) your participation in Tasks, or your ability or inability to perform or obtain the performance of Tasks; (iii) your breach or violation of this Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) your failure to abide by your representations and warranties in Section 2; (vi) any content submitted by you or using your account to the Land a Hand Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. Nourish reserves the right, in its own sole discretion, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Nourish.

## **7. No Agency; No Employment**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## **8. General Provisions**

Failure by Nourish to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Nourish with respect to its subject matter, and supersedes and governs any and all prior agreements or communications except as otherwise specified in the Arbitration Agreement below. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal and enforceable. In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal and enforceable or,

(2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. You hereby acknowledge and agree that we may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets or (iii) to any other successor or acquirer. Upon the effective date of the assignment of the Agreement (a) Nourish shall be relieved of all rights, obligations and/or liabilities to you arising in respect of events postdating the effective date of the assignment and (b) the assignee entity shall replace Nourish for the performance of this Agreement. This Agreement may not be assigned or transferred by you without our prior written approval. Any assignment in violation of this Section shall be null and void. This Agreement will inure to the benefit of Nourish, its successors and assigns.

### **9. Changes to this Agreement and the Land a Hand Platform**

Nourish reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue or delete any of the terms and conditions of this Agreement and review, improve, modify or discontinue, temporarily or permanently, the Land a Hand Platform or any content or information through the Land a Hand Platform at any time, effective with or without prior notice and without any liability to Nourish. Nourish will endeavor to notify you of material changes to this Agreement by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Land a Hand Platform. Your continued use of the Land a Hand Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction. Nourish may also impose limits on certain features or restrict your access to part or all of the Land a Hand Platform without notice or liability.

### **10. No Rights of Third Parties**

The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party or to give any person or entity other than the User any interest, remedy, claim, liability, reimbursement, claim of action or any other claim of action with respect to or in connection with any agreement or provision contained herein or contemplated hereby. None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

### **11. Consent to Electronic Signatures**

By using the Land a Hand Platform, you agree to transact electronically through the Land a Hand Platform. You agree that your electronic signature is the legal equivalent of your manual signature. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

### **12. General Release.**

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

If you are not a California resident, you waive your rights under any statute, regulation, or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

Further, in consideration of the services provided by Nourish, you hereby release Nourish from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

Nourish and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

### **13. Dispute Resolution**

(a) To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the Land a Hand Platform, your relationship with Nourish, Tasks, or this Agreement (including previous versions), (“**Dispute**”), you and Nourish agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least 30 days before initiating any out of court settlement or arbitration

#### **(b) Arbitration Agreement**

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND NOURISH CAN BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND NOURISH TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

#### **(i) Agreement to Binding Arbitration**

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND NOURISH MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL DISPUTES OR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.



This agreement to arbitrate (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act (“**FAA**”) and survives the termination of this Agreement and your relationship with Nourish.

To the fullest extent permitted by applicable law, you and Nourish agree to arbitrate any and all disputes and claims (collectively, “**Claim**” or “**Claims**”) relating to, arising from or regarding your use of the Land a Hand Platform, your relationship with Nourish, Tasks, or this Agreement (including previous versions), including Claims by Nourish, Claims against Nourish and Claims against Nourish’s Affiliates.

To the fullest extent permitted by applicable law, this includes, but is not limited to, claims related to payments, any city, county, state or federal wage and hour law, compensation, meal or rest breaks, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, personal injury, property damage or loss, emotional distress; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; claims arising under the Fair Labor Standards Act, Civil Rights Act, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act, and state or local statutes, if any, addressing the same or similar subject matters; and all other federal, state or local statutory and common law claims.

If there is a dispute about the arbitrability of any claim (including about the formation, scope, applicability, interpretation, validity and enforceability of this Arbitration Agreement), you and Nourish agree that this threshold dispute shall be resolved by the arbitrator, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND NOURISH ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES THAT, BY THE TERMS OF THIS ARBITRATION AGREEMENT, ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

**(ii) Prohibition of Class Actions and Non-Individualized Relief**

Except as otherwise required under applicable law, you and Nourish agree that any arbitration will be limited to the Claim between Nourish (and/or, if applicable, its Affiliates) and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND NOURISH ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION OR ANY OTHER REPRESENTATIVE PROCEEDING (“**Class Action Waiver**”). Further, unless both you and Nourish otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis

other than an individual basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to California Private Attorney General Act Claims, which are addressed separately below.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the JAMS Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

### **(iii) Rules Governing Arbitration**

The arbitration shall be held in Contra Costa County, before one arbitrator. The arbitration shall be administered by JAMS pursuant JAMS' Streamlined Arbitration Rules and Procedures. <https://www.jamsadr.com/rules-streamlined-arbitration/>

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board or Office of Federal Contract Compliance Programs, or a similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. This Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

### **(iv) Severability**

In addition to the severability provisions above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

## **14. Governing Law**

Except as expressly provided otherwise, this Agreement and your use of the Land a Hand Platform will be governed by, and will be construed under, the laws of the State of California, without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any substantive right to non-Californians to assert claims under California law whether by statute, common law or otherwise.

## **15. Acknowledgement and Consent**

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE THAT MY USE OF THE LAND A HAND

PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE  
TERMS AND CONDITIONS OF THIS AGREEMENT.