

TERMS OF SERVICE

Thank you for your interest in the Everreat application for your mobile device (the “App”) provided to you by HSD Group, LLC (“HSD Group,” “Everreat,” “us,” or “we”), as well as all related web sites, networks, downloadable software, and other services provided by us and on which a link to this Terms of Service is displayed (collectively, our "Service"). These Terms of Service ("Terms"), including the "Privacy Policy" incorporated into these Terms by reference and any other applicable policies and guidelines, as may be updated from time to time, govern your use of the Service. These Terms constitute a legal agreement between you and HSD Group. In order to use the Service you must agree to these Terms.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.

ABOUT EVERREAT

Everreat is a mobile app and web-based technology platform that connects consumers and food truck vendors to provide an efficient and streamlined process to order services. Everreat is not a retail store, restaurant, food delivery service, merchandize delivery service or food preparation entity.

The food trucks available on Everreat operate independently and have entered into agreements with us to provide the food and delivery services available to you through the App. The food trucks are required to comply with federal, state and local laws, rules, regulations, and standards pertaining to the preparation, sale and marketing of food, including food preparation and safety and menu disclosure; Everreat is not responsible for the food trucks' food preparation or safety and does not verify any food truck compliance with applicable laws. In addition, Everreat does not guarantee the quality of what the food trucks sell, nor does it guarantee the services provided by the food truck, including in those cases where the food truck provides the delivery services. We do not independently verify representations made by food trucks regarding their food, including without limitation any menu- or food truck-level descriptors or disclosures.

USING EVERREAT

You may only place orders through the App if you are the authorized holder of the credit card used for payment or an authorized user of a corporate account and if you are able to form a binding contract with us. In addition, if you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the App, and your parent or legal guardian must read and agree to this Agreement prior to your using the App. Notwithstanding the foregoing, you are prohibited from using the App if you are under the age of 13.

Use of the App to order requires that you register and/or create an account ("Account"). To register and create an Account, you must create a username and password and provide certain personal information. In consideration of the use of the Services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to block your current or future use of the App.

You are responsible for maintaining the confidentiality and security of your Account and password and for all activities or any other actions that occur under or are taken in connection with your password or Account. You agree to (a) immediately notify us of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. HSD Group will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account and/or password.

PAYMENT AND FEE

Everreat will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. Everreat reserves the right to determine final prevailing pricing of all items ordered through the Service. Please note the pricing information published on the App may not reflect the prevailing pricing. In some cases, the estimated pricing at time of checkout may differ from prevailing pricing; for instance, a food truck vendor may charge more for some items than is estimated within the App. In cases in which prevailing pricing is different than the estimated pricing, the fees you are ultimately charged may be different than the estimate. You acknowledge and agree to pay the prevailing pricing and fees.

Everreat, at its sole discretion, may make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your use of the Service or fees charged to you. Everreat reserves its right to expire or modify any promotion at any time.

Certain features of the Service, including placing orders, may require you to pay fees. Everreat may change a minimum fee of \$1, up to eight percent (8%) service fee, or any other fees for any feature of the Service, including by adding fees, on a going forward basis at any time as we deem necessary for our business. Before you pay any fees, you will have an opportunity to review and accept an estimate of the fees that you will be charged. The final fees may differ from the estimate, which may be the result of any requested substitutions or the ultimate prevailing price of the items. In some cases we may not be able to provide an estimate of the fees, such as when the merchandise cost is unknown or we are otherwise unable to predict fees. In all cases, you acknowledge and accept that a fee will be charged and you agree to pay said fee.

Everreat, at its sole discretion, may offer credits or refunds on a case-by-case basis; all credit and/or refund requests must be made within forty-eight (48) hours after the completion of the delivery for which the credit and/or refund request was made.

By accepting this Agreement, you authorize Everreat to charge all sums for orders that you make and services you select to the payment method designated in your account. When you place an order, a temporary pre-

authorization hold is placed on your designated payment method to verify that the card is valid and has funds available for your intended purchase. The amount of this pre-authorization hold may be greater or less than the order total quoted at checkout. However, you will only be charged the final order total once your order is registered as complete within our system, which generally occurs between 24-48 business hours after you receive your order. In the event that the pre-authorization is greater than the final amount, the difference will be returned to you after your order is completed or cancelled, which may take up to 5 business days depending on your bank.

The App also places an initial temporary pre-authorization hold on each new payment method you add to your account.

Everreat reserves the right to request additional information from you if we have reason to believe, in our sole discretion, that a payment method may be fraudulent.

If payment for purchases on your account is delinquent, your account information may be sent to a collection agency and you may be subject to a collection action, and payment of collection related fees and costs. If you have questions regarding an outstanding balance on your account, please contact us.

Everreat reserves the right to charge a customer the full order amount if that customer is not at the designated food truck location within a reasonable amount of time to pick up the order.

If you cancel your order you may be charged depending on what stage the order was in when you cancelled. If you cancel an order after it has been accepted but is not yet being prepared by the merchant, you will not be charged a cancellation fee. If you cancel an order after a food truck vendor has started preparing your order, you will be charged the price of the items, including applicable taxes, plus a cancellation fee of up to \$4.

ALCOHOLIC BEVERAGES POLICY

Some jurisdictions permit the ordering and delivery of alcoholic beverages. In such jurisdictions, if you place an order that includes any alcoholic beverage, you acknowledge that you are at least 21 years of age. Upon delivery or pickup, as applicable, you shall present a government-issued

identification card, evidencing your age. If you do not comply with these terms, you agree that the alcoholic beverage(s) will not be released to you, and you shall forfeit the cost of such beverages.

CREDIT POLICY

The App and all of its content is owned by or licensed to HSD Group, and is protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries. Please be advised that HSD Group enforces its intellectual property rights to the fullest extent of the law.

We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the App for your personal use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the App. Any other use of the App and its contents is strictly prohibited. No materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the App should be interpreted as granting to you any license or right to use any of the materials and/or third party proprietary content without the express written permission of HSD Group or the appropriate third party owner, as applicable.

If you download any App software, you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. HSD Group reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the App and/or Services offered, including but not limited to its features, look and feel, and functional elements and related services.

YOUR CONTENT AND CONDUCT

By Accessing the App, you agree:

- to comply with all applicable laws regarding online conduct and submission of acceptable User Content;
- not to use the App or submit content if you are under the age of 13;

- not to use the App to purchase alcohol unless you and the alcohol recipient are 21 or older and present a valid photo identification(s) verifying your age at the time of alcohol delivery;
- not to access the App using a third-party's account/registration without the express consent of the account holder;
- not to attempt, through any means, to gain unauthorized access to any part of the App and/or any service, other account, computer system and/or network connected to any Everreat server;
- not to attempt to impersonate another user or person;
- not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by HSD Group;
- not to deep-link to the App and/or access the App manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the App and/or any content;
- not to conduct any kind of systematic retrieval of data or other content;
- not to create or compile, directly or indirectly, any collection, compilation, database or directory;
- not to use the App in any manner that could damage, disable, overburden and/or impair any server, or the network(s) connected to any such server, and/or interfere with any other party's use and enjoyment of the App;
- not to transmit any chain letters or junk email;
- not to use any information obtained from the App services in order to contact, advertise to, solicit, or sell to any user or food truck;
- not to sell or transfer your profile;
- not to use the App to engage in commercial activities apart from sanctioned use of Everreat services;
- not to use the App as part of an effort to compete with HSD Group;
- not to copy any content, including, but not limited to food truck menu content and third-party reviews, for republication in any format or media;
- not to license, sell and/or otherwise provide access to and/or use of the App to any third party, including without limitation to build a competitive product and/or service;
- not to create food truck reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the App;

- not to copy, publish or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate or threaten any employees or agents engaged in providing any portion of Everreat services;
- not to display an advertisement, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the App;
- not to delete the copyright or other proprietary rights notice from any User Content or any portion of the App;
- not to upload or transmit viruses or other harmful, disruptive or destructive files;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through Everreat or affiliated or linked sites (including those of our food truck partners); and
- not to use the App for any illegal purposes.

You agree that the consequences of commercial use or re-publication of User Content from the App or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that HSD Group will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

Everreat may provide you with interactive opportunities, including features such as user ratings and reviews, saved favorites, liked items and bookmarked food trucks (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings and/or other materials and/or content that you submit, post and/or otherwise transmit to the Sites ("User Content").

You grant HSD Group an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute and/or otherwise use User Content in connection with its business and in all forms of media now known or hereafter invented (collectively, the "Uses"), without notification to and/or approval by you. You further grant HSD Group a license to use your

username and/or other user profile information, including without limitation, your ratings history and how long you have been a customer, to attribute User Content to you in connection with the Uses, if we choose to do so, again without notification to and/or approval by you. Further, if you provide any suggestions, input or other feedback relating to the Sites or the services we provide, HSD Group shall have the right to freely and fully exercise and exploit such content in connection with its business, without notice to, approval by or compensation to you.

User Content transmitted to certain parts of the Sites, including, without limitation, food truck pages and certain Interactive Areas, may be posted in public areas on our Sites, including without limitation in a compilation format, and as such will be publicly visible and accessible. HSD Group and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from, any and all liability for the action of any and all third parties with respect to User Content.

By transmitting User Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the App. We do our best to encourage civility and discourage disruptive communication on the App. We also discourage communications that incite others to violate our standards. We expect your cooperation in upholding our standards. You are responsible for all of your User Content. You agree not to provide any User Content that:

- is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically and/or otherwise objectionable;
- has a commercial, political or religious purpose;
- is false, misleading and/or not written in good faith;
- infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- is illegal and/or promotes illegal activity;
- contains unauthorized advertising and/or solicits users to a business other than those on the App; and/or

- is intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the App.

Everreat may monitor any and all use of the App; however, we are under no obligation to do so. We may manage the App in a manner intended to protect our property and rights and to facilitate the proper functioning of the App. If any User Content or conduct violates our standards, or any other terms and conditions of this Agreement; or interferes with other peoples' enjoyment of the App; or that we believe is inappropriate; in our sole judgment, we reserve the right to change, delete or remove, in part or in full, any such User Content; and we further reserve the right to terminate or suspend access as appropriate. Everreat will cooperate with local, state and/or federal authorities to the extent required by applicable law in connection with User Content.

RATINGS AND REVIEWS

The App may allow you to rate and post reviews of food trucks and other businesses ("Ratings and Reviews"). Such Ratings and Reviews are considered User Content and are governed by the terms and conditions of this Agreement, including, without limitation, your agreement regarding your use of Interactive Areas and the App's standards of conduct. Ratings and Reviews are not endorsed by HSD Group, and do not represent the views of HSD Group or of any affiliate or partner of HSD Group. HSD Group does not assume liability for Ratings and Reviews or for any claims, liabilities or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had first-hand experience with the food truck; (2) you may not have a proprietary or other affiliation with either the food truck or any of its competitors; (3) you may not draw any legal conclusions regarding the food trucks' products, services or conduct; and (4) your review must otherwise comply with the terms of this Agreement. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Sites may be removed or excluded by us without notice.

DISCLAIMER

ALL CONTENT ON THE APP IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HSD GROUP DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE SITES WILL BE SECURE, UNINTERRUPTED AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE APP, THE MATERIALS AND/OR OTHER CONTENT ON THE APP ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. HSD GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP, THE MATERIALS AND/OR ANY OTHER CONTENT ON THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE APP.

LIMITATION OF LIABILITY

IN NO EVENT SHALL HSD GROUP BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER, IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE APP. HSD GROUP ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. HSD GROUP ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE APP, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY,

DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL HSD GROUP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO HSD GROUP, IF ANY, OR (B) \$1000 (WHICHEVER IS LESS). YOU AND HSD GROUP AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND HSD GROUP AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

VIOLATIONS OF THE AGREEMENT

HSD Group reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the App from a particular account, device and/or IP address.

CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective at the time of posting. You agree that you will review this Agreement periodically. By continuing to access and/or use the App after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the App. This Agreement will govern any disputes arising before the effective date of the Updated Terms.

GOVERNING LAW

You acknowledge and agree that your access to and/or use of the App is subject to all applicable international, federal, state and local laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of laws principles.

DISPUTE RESOLUTION

You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to your use of the App, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. You acknowledge and agree that you and HSD Group are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and HSD Group otherwise agree in writing, 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. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement will be brought within one year of its accrual or it will be waived.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the county in which you reside and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Unless you and HSD Group otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and HSD Group submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

WAIVER AND SEVERABILITY

Any waiver by HSD Group of any provision of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to terms contained herein.

ADDITIONAL TERMS

Your use of the App is subject to any and all additional terms, policies, rules or guidelines applicable to HSD Group's services or certain features of the App that we may post or link to on the App (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions or content on the App. All such Additional Terms are hereby incorporated into this Agreement by reference.