



Customer Terms of Service

8/17/2020

1. Introduction

The world is changing, and shared services are at the heart of that change. Joi Delivers was created to merge this evolution in transportation and delivery with people who are rewarded for sharing a new, exciting idea. As more and more of the public are exposed to the economics, safety, and time considerations of home delivery service, we know many will join our community and see the same inspiration.

We are pleased to offer you access to our smart phone application (the “**App**”) and/or our website, www.JoiDelivers.com, through which we offer a proprietary service (the “**Joi Delivers Service**”) designed to connect customer users of the App (“**Customers**”) interested in placing orders for food, groceries, beverages and other products and services from participating restaurants and other merchants (“**Merchants**”) with independent couriers (we call them “**Drivers**”) interested in delivering such orders. The term “**you**” refers to a Customer end user of the Joi Delivers Service.

2. Our Agreement

Please read these Terms of Service carefully. These Terms of Service and other documents we refer to in these Terms of Service, like our Privacy Policy (together, the “**Agreement**”), govern your access to the Joi Delivers Service.

By clicking the “I AGREE” button, installing the App, or using the Joi Delivers Service, you agree, effective as of such date (the “**Effective Date**”) to be bound by this Agreement.

You are only authorized to use the App and the Joi Delivers Service if you agree to abide by all applicable laws and this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should not install the App and should discontinue use of the App and the Joi Delivers Service immediately.

3. About Us

Joi Services, LLC, a Texas limited liability company d/b/a Joi Delivers (“**Joi Delivers**,” “**us**,” or “**we**”) is a technology provider. You acknowledge and agree that we are not a courier, logistics provider, common carrier or foodservice operator. We do not supply any food, groceries, beverages or other products that are delivered to you. Drivers are not our employees, representatives or agents.

NOTICE: THIS AGREEMENT CONTROLS THE TERMS AND CONDITIONS DESCRIBING HOW DISPUTES WILL BE RESOLVED BETWEEN YOU AND JOI DELIVERS, AND NAMELY THAT, SUBJECT TO CERTAIN LIMITED EXCEPTIONS, THESE DISPUTES WILL BE HANDLED BY BINDING ARBITRATION. FURTHER, YOU AGREE THAT YOU WILL NOT BRING ANY CLAIMS AGAINST, AND YOU WILL NOT PARTICIPATE IN OTHER'S CLAIMS AGAINST, JOI DELIVERS, IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING. IF YOU ARE A DRIVER OR A DRIVER APPLICANT, YOU DO HAVE THE OPPORTUNITY TO OPT-OUT OF ARBITRATION WITH RESPECT TO SPECIFIC CLAIMS AS PROVIDED IN THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT BELOW.

By entering into this Agreement, and by using or accessing the Joi Delivers Platform, you acknowledge your acceptance of this Agreement as well as all Terms and Conditions.

4. *Provision of Joi Delivers Service and License Grant*

Subject to the terms and conditions of this Agreement, during the Term, Joi Delivers: (a) will provide you with access to the Joi Delivers Service, and (b) hereby grants you a limited, non-exclusive and nontransferable license to download, install and use the App on a smart phone, tablet or other mobile device that you own or control.

5. *Representations About You*

You represent and warrant that (a) you have read and understand this Agreement, (b) you are 18 years of age or older, (c) the information that you provide to us about you or your account in connection with the Joi Delivers Service will be current, true, accurate, supportable and complete, (d) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (e) you are not listed on any U.S. Government list of prohibited or restricted parties. Additionally, if you are entering into this Agreement on behalf of your organization, you represent that you are the authorized agent of the organization and have the legal authority to enter into this Agreement on its behalf.

6. *User Types*

There are many types of “Users” of the Joi Delivers Service, including but not limited to: (a) Customers who request Merchant products to be delivered, (b) Drivers who provide delivery services, (c) Merchants who provide products to be delivered. This Agreement applies to your use of the Joi Delivers Service as a Customer.

As a Customer, you agree that you will: (i) as a condition to placing an order via the Joi Delivers Service, link your Joi Delivers account with a valid credit card, debit card and/or other authorized payment method (“Payment Method”), (ii) pay for the orders that you place via the Joi Delivers Service, and (iii) comply with all applicable laws at all times. You agree to keep your Payment Method information current at all times while using the Joi Delivers Service (such as your card number and expiration date). Additionally, you may add more than one Payment Method per account. If you add more than one Payment Method, you may have the option to designate one as a primary Payment Method.

You acknowledge that each Driver retains total and complete discretion as to the Driver’s provision of services. You further acknowledge and agree that Joi Delivers has no responsibility and makes no guarantees regarding: (1) Drivers or their vehicles, or (2) Merchants or the quality of any products delivered by Drivers. Joi Delivers retains a portion of the payments made via the Joi Delivers Service, but solely as a service fee for facilitating the transactions and payments envisioned by this Agreement. You accept all risks related to interacting with and transacting with Drivers and Merchants and all risk related to the Merchant products that Drivers deliver to you.

7. *Restrictions on Use of the Joi Delivers Service*

You may not: (a) rent, lease, lend, sell, redistribute, reproduce or sublicense access to the Joi Delivers Service, (b) copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Joi Delivers Service, or any part of the Joi Delivers Service, or (c) use the account, username, or password of another User at any time, allow any other person to use your account or provide your passwords to any other person or entity. If you are a competitor of Joi Delivers, you are not authorized to use the Joi Delivers Service. You may not exploit the Joi Delivers Service in any unauthorized or unlawful way. You will not assert, nor will you authorize, assist, or encourage any third party to assert,

any intellectual property infringement claim regarding the Joi Delivers Service. If the above restrictions are prohibited by applicable law or by one of our license(s), then the activities are permitted only to the extent necessary to comply with the law or licenses.

8. *Transactions Involving Age-Restricted Products (Including Alcohol)*

You may have the option to order delivery of age-restricted products (such as alcohol) in some locations and from certain Merchants through the Joi Delivers Service. You agree to present a valid government-issued ID bearing your photograph and verifying your age at the time of delivery. You agree to comply with any other laws applicable to the delivery of your order. You may not legally receive any alcoholic beverages through the Joi Delivers Service unless you are at least twenty-one (21) years of age, and you may not have alcoholic beverages delivered through the Joi Delivers Service for anyone who is under the age of twenty-one (21). Orders will not be delivered to anyone who is intoxicated or unable to receive the delivery in-person for any reason. Alcohol orders may only be placed from duly licensed Merchants during the hours allowed by such Merchant and applicable law, which may vary by location. Alcohol delivery may not be available in all areas. Joi Delivers credits may not be used on orders involving alcohol. Maximum order size of \$300 applies to any orders involving alcoholic beverages. You acknowledge that the Merchant is the seller of record for all products delivered to you, and that the Joi Delivers Service connects you with Merchants but does not, and does not intend to, sell you any alcoholic beverages. We reserve the right to refuse or cancel any requests which may violate the requirements of the Texas Alcoholic Beverage Commission ("TABC"), including delivery to certain individuals or businesses. You acknowledge that the Merchant, Drivers and/or Joi Delivers will have the right to refuse to offer the delivery of any age-restricted products if they or we believe that any of the applicable legal requirements for delivery of alcohol are not met (or are unlikely to be met), in which case either the entire order or the alcohol-related portion of your order will be cancelled. You acknowledge and agree that a return fee (\$20, which may vary by market) may be charged to you if an alcohol order is cancelled due to your failure to comply with any requirements of this Agreement or applicable law, or if an alcohol order is undeliverable for any reason. Orders involving age-restricted products are not eligible for contactless delivery or being left at a specified location, as photo ID must be presented at the time of delivery. JOI DELIVERS WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR (I) ANY SALE OF ALCOHOL PRODUCTS OR DELIVERY OF SUCH PRODUCTS SOLD AND DELIVERED BY MERCHANTS TO YOU OR ANY OTHER CUSTOMER OR THIRD PARTY AND/OR (II) ANY ACTIONS OR OMISSIONS OF YOU OR ANY THIRD PARTY THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM THE PURCHASE AND/OR CONSUMPTION OF ALCOHOL PRODUCTS PROMOTED OR ACQUIRED THROUGH THE JOI DELIVERS SERVICE.

9. *Our Rights Regarding the Joi Delivers Service*

We reserve all rights in and to the Joi Delivers Service and all related intellectual property not expressly granted under this Agreement. "Joi Delivers" and all associated logos displayed within the Joi Delivers Service are our trademarks (unless otherwise noted). If you submit comments, suggestions, or other feedback regarding the Joi Delivers Service ("Feedback"), you agree that we will own such Feedback and will be free to use such Feedback for any purpose.

10. Order Process

When you submit a delivery request via the Joi Delivers Service, Joi Delivers will notify one or more nearby Drivers and will provide certain information about you (including your phone number) to the Driver that voluntarily accepts your delivery request (as more fully described in our Privacy Policy) to enable the Driver to fulfill your delivery request. The Driver will place an order with the requested Merchant, pay the Merchant for the order, and deliver the order to you. Orders may be modified in limited circumstances, such as when a Merchant is out of an item originally ordered. The Driver may communicate with you during the course of fulfilling your order regarding the status of your order. You agree not to contact any Drivers, except regarding your order. The Driver and Merchant, not Joi Delivers, are responsible for order fulfillment.

11. Payment Terms

(a) Payment.

- Merchants set prices and fees for their own products. Joi Delivers does not mark up any products ordered via the Joi Delivers Service. When you place an order, you will be charged for: (a) the total amount of the products you purchase, as calculated by the Merchant (which amount may not be communicated to you until after the order is placed by the Driver), (b) a service fee based on a percentage of the total order amount (which varies based on the total order amount), (c) a delivery fee (which can vary based on geographic region, merchant or distance) that will be noted at time of order, and (d) a tip for the Driver (described in more detail below). The current fees are available here. In addition, we may offer deals and promotions from time to time with reduced fees and/or discounted products. You hereby authorize your Payment Method to be charged for the fees associated with each order you place via the Joi Delivers Service. Once your order is ready for checkout, you will receive an itemized receipt for the order. You acknowledge that you will have from the time the order is placed until the end of the day to pay for the charges noted above. If you do not pay for an order by the end of the day, your Payment Method will automatically be charged (including the suggested tip amount). You acknowledge and agree that Joi Delivers has the right to resubmit any charge you authorize that is declined for any reason or returned for insufficient or uncollected funds. If your primary Payment Method is not available for any reason, including without limitation because the card is declined, not valid or declined, Joi Delivers reserves the right to automatically charge other Payment Methods you have on file.

(b) Tipping.

- After the Driver has paid for the order, the Joi Delivers Service will automatically provide a suggested tip for the Driver based on the total amount of the order and the distanced traveled by the Driver. You may adjust the amount of any gratuity, however, a minimum gratuity will apply to all orders.

(c) Taxes.

- Customer acknowledges and agrees that as between Joi Delivers and Customer, Customer will be responsible for bearing the cost of any sales or comparable taxes associated with orders Customer places via the Joi Delivers Service.

12. *Interactions with Other Users*

The Joi Delivers Service is designed to facilitate transactions among Drivers, Merchants and Customers. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS AND TRANSACTIONS WITH DRIVERS AND MERCHANTS, AGREE TO LOOK SOLELY TO SUCH DRIVERS AND MERCHANTS FOR ANY CLAIM, DAMAGE OR LIABILITY ASSOCIATED WITH ANY TRANSACTION COMMISSIONED VIA THE JOI DELIVERS SERVICE OR ANY ORDER, AND EXPRESSLY WAIVE AND RELEASE JOI DELIVERS FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF ANY ACT OR OMISSION OF ANY DRIVER OR MERCHANT, INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO PERSONAL INJURY OR DESTRUCTION OF PROPERTY. Joi Delivers has no obligation to monitor or resolve disputes among Drivers, Customers and Merchants.

13. *Communications*

Joi Delivers and certain third parties (i.e. Drivers) will need to communicate with you about the Joi Delivers Service, including about any delivery requests you place via the Joi Delivers Service. Additionally, we would like to make certain commercial offers available to you from time to time. AS SUCH, YOU CONSENT TO RECEIVE MESSAGES (WHETHER BY PHONE, EMAIL, TEXT MESSAGES OR PUSH NOTIFICATIONS) FROM JOI DELIVERS, DRIVERS AND/OR OUR THIRD PARTY PARTNERS, AND ACKNOWLEDGE AND AGREE THAT YOUR PHONE NUMBER, EMAIL ADDRESS AND OTHER INFORMATION MAY BE USED FOR THE PURPOSE OF INITIATING COMMERCIAL MESSAGES. We will allow you to opt out of receiving some of these messages, but in order to stop receiving any messages from us whatsoever (including administrative messages regarding the Joi Delivers Service or messages that are primarily about transactions enabled via the Joi Delivers Service), you will need to terminate your account. In the unlikely event you receive an unwanted or inappropriate text or other communication from Joi Delivers or any Driver or Merchant, you agree to promptly notify Joi Delivers at admin@JoiServices.com.

After you receive an order from a Driver, you will be prompted by the Joi Delivers Service to provide a rating of the Driver. Your rating should be honest and not misleading and should reflect your own experience with the Driver. Joi Delivers reserves the right (but does not have an obligation) to use, share, display, edit or remove your ratings and comments in any manner without attribution to you or your approval.

14. *Third Party Services and Materials*

In addition to Merchant products ordered via the Joi Delivers Service, the Joi Delivers Service may enable access to third-party products and services (collectively and individually, "Third-Party Services"). Use of Third-Party Services may require Internet access and your acceptance of additional terms of service. Further, information you make available to Third Party Services is subject to the privacy policies of such third parties. You agree that you will use any Third-Party Services at your sole risk.

The Joi Delivers Service and/or Third-Party Services may display, include, or make available content, data, information, applications, or materials from third parties ("Third-Party Materials"), or provide links to third-party websites. You acknowledge and agree that Joi Delivers is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or websites. Joi Delivers does not warrant or endorse and will not have any liability or responsibility to you or any other person for any Third-Party Services, Third-Party Materials or websites.

15. *Limitations on Availability*

The Joi Delivers Service is not available at all times, in all languages or in all geographies. We are currently available only in select cities. Joi Delivers makes no representation the Joi Delivers Service will achieve any particular uptime, or that the Joi Delivers Service is appropriate or available for use in any particular location. For example, the Joi Delivers Service may be available only in certain neighborhoods in a particular city. We do not guarantee that you will be able to place orders with any particular Merchant via the Joi Delivers Service. You use the Joi Delivers Service at your own initiative and are responsible for compliance with any applicable laws in connection with your use of the Joi Delivers Service. Joi Delivers may also impose limits on the use of or access to the Joi Delivers Service as required by law. Use of the Joi Delivers Service is void where prohibited.

16. *Term and Termination*

This Agreement is effective upon our acceptance after you indicate your assent and provide any required information to initiate your account and will continue until terminated by either you or us. Your right to use or access the Joi Delivers Service will terminate automatically without notice from us if you fail to comply with any terms of this Agreement. Upon termination of the Agreement, all rights granted to you under this Agreement will cease. Sections 7, 8, 9, 12, 13, 18, 20, 22, 23, 24 and 25 shall survive any termination or expiration. All other rights and obligations shall be of no further force or effect.

17. *Mobile App Marketplace Terms*

You understand that this Agreement is between you and Joi Delivers and not with Apple, Inc. ("Apple"), Google Inc. ("Google") or any other provider of a mobile application marketplace and that Joi Delivers (not the marketplace provider) is responsible for the App. YOU ACKNOWLEDGE AND AGREE THAT NO OTHER PERSON OR ENTITY MAKES ANY WARRANTIES WHATSOEVER UNDER THIS AGREEMENT OR HAS ANY WARRANTY OBLIGATIONS WITH RESPECT TO THE APP. You acknowledge that marketplace providers have no obligation whatsoever to furnish any maintenance and support services with respect to the App or for addressing any claims relating thereto or your possession and/or use thereof, including, but not limited to (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You further acknowledge that such providers have no responsibility for the investigation, defense, settlement or discharge of any third-party intellectual property claims that the App or the Joi Delivers Service or your use thereof infringes intellectual property rights.

18. *Disclaimers and Limitations of Liability*

This section is important – please read it carefully. It limits Joi Delivers' liability (and the liability of its affiliates) to you. These disclaimers and limitations apply only to the extent permitted by applicable law. Some jurisdictions do not allow disclaimers of implied warranties or limitations of liability, so this Section may not apply to you.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED ABOVE, THE JOI DELIVERS SERVICE, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WE DO NOT MAKE ANY

WARRANTIES REGARDING ANY DRIVER AND THEIR DELIVERY SERVICES OR MERCHANTS AND THEIR PRODUCTS.

Limitation of Liability. NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE JOI DELIVERS SERVICE, OR THE FULFILLMENT OF ORDERS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WE NOR OUR AFFILIATES WILL HAVE LIABILITY HEREUNDER OR TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH THE APP, THE JOI DELIVERS SERVICE OR RELATED MATTERS FOR AGGREGATE DAMAGES IN EXCESS OF THE GREATER OF: (I) U.S. \$50.00, OR (II) THE TOTAL DOLLAR VALUE OF TRANSACTIONS YOU PLACED VIA THE JOI DELIVERS SERVICE, IF ANY, IN THE 12 MONTHS PRIOR TO THE CLAIM. THE ABOVE LIMITATIONS APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. *Export and Other Restrictions*

You may not use or otherwise export or re-export the Joi Delivers Service or elements of it, except as authorized by United States law and the laws of the jurisdiction in which the Joi Delivers Service was accessed or obtained. You also agree that you will not use the Joi Delivers Service for any purposes prohibited by applicable law. The Joi Delivers Service and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government Users (a) only as Commercial Items and (b) with only those rights as are granted to all other Users pursuant to the terms and conditions herein.

20. *Modifications*

We may change the terms of this Agreement from time to time. Any change will be effective when we notify you of the change (via an update delivered by email or through the Joi Delivers Service) and you either signify your acceptance (via email, text or an electronic click-to-accept method) or you continue to use the Joi Delivers Service after such notice.

21. *Force Majeure*

Neither party will be in default for failing to perform any obligation, other than payment of monies, if the failure is caused solely by conditions beyond the parties’ respective control, including acts of God, civil commotion, strikes, terrorism, failure of third-party networking equipment, illegal acts of third parties, failure of the public Internet or changes in the accessibility of third party websites, power outages, labor disputes or governmental demands or restrictions.

22. *Dispute Resolution and Arbitration Agreement*

By agreeing to this Agreement, you agree that you are required to resolve any claim that you may have against Joi Delivers on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Joi Delivers, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Joi Delivers by someone else.

(a) Agreement to Binding Arbitration Between You and Joi Delivers.

- You and Joi Delivers agree that any dispute, claim or controversy arising out of or relating to (a) this Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Joi Delivers Service at any time, whether before or after the date you agreed to this Agreement, will be settled by binding arbitration between you and Joi Delivers, and not in a court of law. Notwithstanding the foregoing, where you allege claims of sexual assault or sexual harassment occurring in connection with your use of the Joi Delivers Service, you may elect to bring those claims in a court of competent jurisdiction instead of arbitration. Joi Delivers agrees to honor your election of forum with respect to your individual sexual assault or sexual harassment claim but in so doing does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided in the following paragraph, which will continue to apply in court and arbitration), controversy, claim or dispute.
- You acknowledge and agree that you and Joi Delivers are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Joi Delivers otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Joi Delivers each retain 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.

(b) Rules and Governing Law.

- The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.
- The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.
- Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the

FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Texas.

(c) Process.

- 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 AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Texas 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.

(d) Location and Procedure.

- Unless you and Joi Delivers otherwise agree, the arbitration will be conducted in Dallas County, Texas. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Joi Delivers 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.

(e) Arbitrator's Decision.

- The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. 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. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

(f) Fees.

- Either party's responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

(g) Changes.

- If Joi Delivers changes this Arbitration Agreement after the date you first agreed to this Agreement (or to any subsequent changes to this Agreement), you may reject any such change by providing Joi Delivers written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Joi Services, LLC (the name and current contact information for the registered agent in each state are available online here), or (b) by email from the email address associated with your Account to: legal@JoiServices.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Joi Delivers in accordance with the

provisions of this Arbitration Agreement as of the date you first agreed to this Agreement (or to any subsequent changes to this Agreement).

(h) Severability and Survival.

- If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from this Agreement; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

23. Confidentiality

During the course of your relationship with Joi Delivers, you will receive or have access to certain Confidential Information (defined below) of Joi Delivers. The Confidential Information will include, the following and similar information of Joi Delivers: strategic, technical, financial and/or other proprietary and confidential information relating to Joi Delivers' business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, location, contact information and photo. You will only use Confidential Information for your own use and only for purposes as contemplated herein. You agree not to use, and agree that you shall not disclose or permit disclosure of, any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of or use of Confidential Information of Joi Delivers in order to prevent it from falling into the public domain.

The following shall be confirmed as not Confidential Information of Joi Delivers: (i) information which you can prove was in the public domain at the time it was disclosed by Joi Delivers or has entered the public domain through no fault of yours; (ii) information that was known to you, without restriction, at the time of disclosure, as demonstrated by evidence in existence at the time of disclosure; (iii) information that is disclosed with the prior written approval of Joi Delivers; (iv) information that becomes known to you, without restriction, from a source other than Joi Delivers without breach of this Agreement by you and otherwise not in violation of Joi Delivers' rights; or (v) information that is disclosed pursuant to the order or requirement of a court or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to Joi Delivers to enable Joi Delivers to seek a protective order or otherwise prevent or restrict such disclosure.

24. Governing Law and Venue

Except as provided in the Dispute Resolution and Arbitration Agreement, this Agreement will be construed in accordance with and governed by the laws of the State of Texas, without regard to conflicts of laws principles. You agree that the exclusive venue for resolving any dispute between Joi Delivers and you, including but not limited to any dispute arising out of or related to this Agreement, shall be the state and federal courts located in Dallas County, Texas, and you consent to the jurisdiction of the federal and state courts located in Dallas County, Texas. You further acknowledge and agree that many of the witnesses and records that would be relevant to any dispute between the parties are located in Dallas, Texas, and that Dallas, Texas, would not be an inconvenient forum for the resolution of any dispute between the parties. You hereby waive any objection to Dallas, Texas, as a forum and venue for the hearing of any dispute between Joi Delivers and you.

25. *Assignment*

We may freely transfer or assign this Agreement and any of our rights or obligations. You may not transfer or assign this Agreement or any of your rights or obligations without our prior written consent, and any attempt to do so will be null and void.

26. *Miscellaneous*

This Agreement, and the documents we reference in this Agreement, constitutes the entire agreement between Joi Delivers and you regarding the Joi Delivers Service. Our failure to exercise or enforce any right will not operate as a waiver of such right. Headings and the summaries before each section of this Agreement are provided for convenience and to aid in readability only. These headings and summaries have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

If you have any questions regarding this Agreement, Joi Delivers can be reached at:

JOI SERVICES, LLC.
7700 Windrose Avenue
Suite G300
Plano, TX 75024

Support@JoiDelivers.com