

# Crunchr Terms of Service

## 1. Introduction

These terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms**”) govern your access and use of Website <https://www.getcrunchr.com> and its subdomains (collectively, “**Website**”) or using or downloading our mobile application (the “**Crunchr App**”), including any content, component, functionality and/or service offered on or through Website or Crunchr App (collectively and together with Website and Crunchr App, the “**Platform**”) owned or controlled by Blue Aquarius (“**Company**” or “**Crunchr**” or “**we**” or “**our**” or “**us**”), whether as a guest or registered user of the Platform (a “**user**” or “**User**”). All reference to “**you** or “**your**,” as applicable, mean a user and/or the Person who accesses, uses and/or participates in Platform in any manner, and such Person’s heirs, assigns, and successors. If you use Platform on behalf of an entity, “**you**” or “**your**,” as applicable, means that entity and its affiliates and their respective directors, officers, employees, and agents.

The Services comprise a platform that presents you with a variety of products from which you can select goods for picking, packing, and delivery by logistics riders to your location or, if available, for you to pick up in-store.

When you use the Services to place an order for products, you authorize the purchase and delivery of those products. Unless otherwise specified, you acknowledge and agree that Crunchr, its shoppers & delivery riders are acting as your agents in the picking, packing, and/or delivery of goods purchased by you. You agree that your purchase is being made from Crunchr and that title to any goods passes to you when they are purchased. You agree that Crunchr will obtain a debit card authorization for your debit card on file with Crunchr to cover the cost of the goods you have purchased and any separate Crunchr fees, and your card will be charged for the goods purchased by you and any applicable fees, taxes and/or tips.

You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and Crunchr, Crunchr does not form any employment or agency relationship with you.

Unless otherwise indicated, all prices and other amounts are in the currency of the jurisdiction where the delivery takes place.

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotions offer, and availability. Crunchr reserves the right to correct any errors, inaccuracies or omissions and to change or update information or refuse or cancel orders if any information on the Services is inaccurate at any time without prior notice (including after you have submitted your order and/or your debit card has been charged).

## 2. Your Use of the Services

Crunchr grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms and Crunchr's policies. You may not copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have Crunchr's written permission, you may not reverse engineer or attempt to extract the source code of the Services. You may only access the Services through the interfaces that Crunchr provides for that purpose (for example, you may not "scrape" the Services through automated means or "frame" any part of the Services), and you may not interfere or attempt to disrupt the Services.

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). You retain all rights in any content that you upload or submit, and are solely responsible for that content. You grant Crunchr a non-exclusive, royalty-free, worldwide, transferable, sub-licensable license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, and distribute any such content for the purposes of operating, providing, and improving the Services. Crunchr may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms or any other policies. You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software or portions of software, in the Services may be governed by open source licenses. In that case, Crunchr will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open source license will control but only with respect to the software, or portion of the software, to which it applies.

If you are using Crunchr on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity. In order to use the Services, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services and you will respect those who you encounter in your use of the Services, including delivery riders and individuals who support Crunchr's Help Center. Crunchr reserves the right to decline orders, refuse partial or full delivery, terminate accounts, and/or cancel orders at any time in its sole discretion.

We're constantly modifying and improving the Services. Crunchr may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide Crunchr with any feedback or comments regarding the Services, you grant Crunchr the right to use such feedback or comments for any purpose without restriction or payment to you.

**Returns:** The policy for acceptance of returns of Products shall be communicated to the User, from time to time, through the push notifications on the Platform, or any other mode of communication as specified in this Terms or as determined by the Company.

**Refunds:** The policy for refund of monies with respect to return of Products or for any other purpose, shall be communicated to the User, from time to time, through the push notifications on the Platform, or any other mode of communication as specified in this Terms or as determined by the Company. The Company shall remit payments towards accepted refund requests of Users in compliance with applicable laws.

**Cancellations:** You may cancel an order without charge at any time before the Company accepts the order. The cancellation policy including with respect to cancellation fee with respect to an order accepted by the Company, shall be communicated to the User, from time to time, through the push notifications on the Platform, or any other mode of communication as specified in this Terms or as determined by the Company. The Company may cancel an order (in full or partially) for reasonable reasons including shortage or unavailability of Products. In case the Company cancels any order, You will not be charged for such cancelations, and the Company will reimburse You for any payment already made using the same method You used to pay for your order.

**Prices of Products:** The prices of each of the Products shall be displayed on the Platform. The prices mentioned at the time of ordering the Products shall be the price charged at the time of delivery of the Products. All the Products listed on the Platform will be sold at Nigerian Naira either at Maximum Retail Price (MRP) (inclusive of all taxes) or at a discounted price unless otherwise specified. The prices of the Products may be modified from time to time. The Company endeavors to make available the Products at the best prices as possible on the Platform.

**Delivery & delivery times:** The Users will be informed about any additional charges, fees, and costs (including, delivery charges, if any) that may be levied on the purchase of the Products on the Platform at the checkout page during a transaction. The Company does not manipulate the price of any Products and/or Services offered on the Platform. The Company shall deliver the Products daily during such time period as communicated to You through the Platform, subject to rider availability in Your area engaged by the Company. The Company endeavors to deliver orders within 20 minutes of order confirmation, however, does not guarantee as to the exact delivery time which may vary on a case to case basis due to certain factors including rider availability, customer demand, traffic, and weather or a force majeure event. The delivery of the Products will be made to the delivery address specified by You while placing the order for the Products on the Platform. This does not have to be the same as the billing address. You are solely responsible for providing a complete and correct delivery address and, if applicable, further instructions for delivery via the Platform. The Company shall not be responsible for any delay in delivering the order placed by You on the Platform caused due to the incorrect or incomplete address provided by You. The riders will ordinarily only make deliveries when an appropriate person is able to receive the delivery. If You ask us to leave a delivery unattended at Your address, the Company expressly disclaims all liability which may arise by virtue of the delivery being left unattended for a period of time. This includes but is not limited to theft, tampering, contamination, and the result of any change in temperature in respect of items which need to be kept chilled or frozen.

**User Account, Password, and Security:** In order to access the Services on the Platform, You will have to register on the Platform by providing details as may be required by the Company and provided for in the Privacy Policy. You shall ensure and confirm that the Account information and all information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, or if any information is found to be incomplete or incorrect, You shall promptly update Your Account information on the Platform or request the Company for information revision or update. If You provide any information that is untrue, inaccurate, unauthorized, not current, or incomplete (or becomes untrue, inaccurate, not current, or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to refuse any and all the Services. The Company reserves the express right to refuse access to the Services at any time without notice for Your failure to abide by the Terms as set forth herein or to comply with applicable laws including with respect to accessing the Tobacco and Alcoholic Products (defined below) through the Platform.

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. Your participation in using the Services is for your sole, personal or internal business use. When using the Services, you agree to comply with all applicable laws from your home nation, and the country, state and city in which you are present while using the Services. You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software for your device. The Company reserves the right to terminate your use of the Software and/or Services should you be using the Software or Services with an incompatible or unauthorized device. By using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.
- (b) You will not use the Services to cause nuisance, annoyance or inconvenience.
- (c) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Food, Liquor, Grocery and Pharmaceuticals Service Providers, user or Crunchr unless the Company has given you permission to do so in writing.
- (d) You will not copy or distribute the Software or any content displayed through the Services without prior written permission from the Company.
- (e) You will not create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for your personal, non-commercial use.
- (f) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.
- (g) You are aware that when requesting Services by SMS text messages, standard messaging charges will apply.
- (h) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.
- (i) You will only use the Services for your own use and will not resell either the Software or Services to a third party.
- (j) You will not use the Website or Software in any way that could damage, disable, overburden or impair any Company server, or the networks connected to any Company server.
- (k) You will not attempt to gain unauthorized access to any part of the Website and/or to any service, account, resource, computer system and/or network connected to any Company server.
- (l) You will not deep-link to the Website or access the Website manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Website or any content on the Website, unless the Company has given you permission to do so in writing.
- (m) You will not copy any content displayed through the Services.
- (n) You will not conduct any systematic retrieval of data or other content from the Website, Software or Services.
- (o) You will not try to harm other Users or the Company, the Website, Software or Services

in any way whatsoever. (p) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Website, Software or Services. (q) You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

Additional information you may provide on a voluntary basis, such as demographic information or information related to your favourite social networking site, or information relating to your participation in competitions, promotions, surveys, and/or additional services (“Optional Details”).

You are the sole authorized User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account by minors. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify the Company immediately. If you provide any information that is untrue, inaccurate, not current, or incomplete the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by the Company, or if you have been previously banned from use of the Services.

### **3. Crunchr Communications**

By creating a Crunchr user account, you agree to accept and receive communications from Crunchr & other third parties duly authorized by the Company via email, text message, calls, and push notifications to the cellular telephone number you provided to Crunchr. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages sent by or on behalf of Crunchr & its affiliated companies including but not limited to communications concerning orders placed through your account on the Services.

You hereby expressly consent to the monitoring and recording, by the Company of any and all communications between You and the Company or its agents, employees, consultants, contractors, or representatives of the Company or of their authorized partners, and such monitoring or recording waives any further notice or consent requirement under the applicable laws.

Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in Your Account Settings & You may also opt-out of receiving text messages from Crunchr by replying “STOP” from the mobile device receiving the messages. In which case, the Company will only send You communications solely required for the purposes of the Services provided through the Platform.

## 4. Crunchr Coupons

Crunchr Coupons are manufacturer's coupons that are automatically applied to qualifying products upon purchase to help users save money on the products they love. Coupons are available for a limited time only and may be subject to certain restrictions. Coupons are subject to change, cancellation, or expiration at any time. If you do not purchase the qualifying items added to your cart while the Coupon is still in effect, the Coupon's offer will not apply. Coupons apply only to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. Coupons can be issued and paid by the manufacturer of the advertised product. The user is required to pay any applicable sales tax related to use of the Coupon; you acknowledge that Crunchr has no obligation for payment of any tax in conjunction with the distribution or use of such Coupons. When Coupons are redeemed, sales tax may be charged on the undiscounted original price of the product(s). Coupons may not be sold, copied, modified, or transferred. A Coupon has no cash value. Coupons good while supplies last. Void where restricted or prohibited by law.

## 5. Delivery of Alcohol & Tobacco Products

You may have the option to order delivery of Alcohol & Tobacco Products in some locations and you agree that you will comply with all applicable laws and not cause Crunchr & the delivery rider to contravene any applicable laws. You agree that you are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 18 years of age or older in Nigeria). You agree that, the riders shall deliver the ordered Alcohol & Tobacco Products, only to the person who has ordered for such products on the Platform & upon delivery of alcohol & tobacco products, the recipient will provide valid government-issued identification proving their age to the delivery rider delivering the alcohol products, that the recipient will not be intoxicated when receiving delivery of such products, and that alcohol has not been purchased with the intent to resell the alcohol or provide the alcohol to someone who is not of legal drinking age. You agree that if any applicable legal requirements for the delivery of alcohol are not met, Crunchr reserves the right to cancel the alcohol-related portion of your order.

You also agree that You will not provide the address of any public place, including but not limited to, educational institution, hospital, religious places as Your delivery address for the order relating to Tobacco and Alcoholic Products. The Company and/or the riders reserves the right to refuse delivery of such order to You in case of any non – compliance by You of this condition. All requests for the purchase of alcohol products must be made through the catalogue available through the Services at the time of submitting the order.

**if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the delivery rider is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable 1000 naira restocking fee**

## **6. Service provided as-is and release of claims**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRUNCHR DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRUNCHR MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY CRUNCHR OR THIRD-PARTY PROVIDERS, OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CRUNCHR DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF DELIVERY RIDERS OR THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY CRUNCHR OR THIRD- PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, REMAINS SOLELY WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER CRUNCHR NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY DELIVERY RIDER OR THIRD-PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY CRUNCHR OR THIRD-PARTY PROVIDER. NEITHER CRUNCHR NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF DELIVERY RIDERS OR THIRD-PARTY PROVIDER.

If you have a dispute with one or more Delivery Riders or Third-Party Providers, you agree to release Crunchr (including Crunchr's affiliates, and each of their respective officers, directors, employees, agents, shareholders, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

## **7. LIMITATION OF LIABILITY**

THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL CRUNCHR (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF CRUNCHR OR CRUNCHR'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL CRUNCHR (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, EVEN IF CRUNCHR OR CRUNCHR'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CRUNCHR, ITS AFFILIATES, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY PERSONAL SHOPPERS OR THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU.



## **8. Indemnification**

You agree to defend, indemnify and hold harmless Crunchr and its officers, directors, employees, agents, shareholders & affiliates (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

## **9. Termination**

You can stop using the Services at any time and without notice to us. Similarly, Crunchr may terminate access to the Services to you or any other users or stop offering the all or part of the Services at any time without notice. In the event of Termination, Section 1 and Sections 4-16 survive and continue to apply to you.

## **10. Entire Agreement & Severability**

These Terms, subject to any amendments, modifications, or additional agreements you enter into with Crunchr, shall constitute the entire agreement between you and Crunchr with respect to the Services and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

## **11. No Waiver**

Crunchr's failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

## **12. Assignment**

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. Crunchr may assign its rights, licenses, and obligations under these Terms without limitation.

## **13. Changes to the Terms**

We may make changes to these Terms from time to time. When Crunchr does so, Crunchr will post the most current version of the Terms on Crunchr's website and, if a revision to the Terms is material, Crunchr will notify you of the new Terms (for example, by email or a notification on the Services). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

## **14. Copyright and Trademark Policy**

Crunchr respects the intellectual property rights of others. Crunchr will respond to valid notices of copyright infringement and reserves the right to terminate any users, at Crunchr's sole discretion and without notice, who repeatedly infringe copyrights or other intellectual property rights.

If you believe any content posted or made available on the Services constitutes infringement of your trademark rights, you may also send your notice to Crunchr. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your trademark(s), your trademark registration number(s), description(s) of the products allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Services (e.g., the URL of the claimed infringing material if applicable or other means by which Crunchr may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

## **15. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE WEBSITE, SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE WEBSITE, SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE WEBSITE, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE WEBSITE, SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE WEBSITE, SOFTWARE OR SERVICES RESULTS

IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

## **16. Internet Delays**

1. The Company's Website, Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in the Company's privacy policy or as otherwise required by applicable law, the Company is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.
2. You should not divulge your Account password to anyone. We will never ask you for your password in an unsolicited telephone call or e-mail. **YOU ARE RESPONSIBLE FOR MAINTAINING THE SECRECY OF YOUR UNIQUE PASSWORD AND ACCOUNT INFORMATION AT ALL TIMES.**

## **17. Contact Information**

If you have any questions, or comments about these Terms please contact Crunchr at:

Crunchr

[hello@getcrunchr.com](mailto:hello@getcrunchr.com)

For customer service inquiries, please review Your Account Settings, visit Crunchr's Help Center.