

Courier Independent Contractor Agreement

Posted on: October 28, 2019

Effective Date: November 1, 2019

PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE NOTE THAT SECTION 6 OF THIS AGREEMENT CONTAINS A MUTUAL ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO THIS AGREEMENT TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW.

This Courier Independent Contractor Agreement (“**Agreement**”) between Caviar, LLC, a wholly-owned subsidiary of DoorDash, Inc. (“**us**” or “**Caviar**”), and you or a person whom you have engaged to deliver on your account (“**you**” or “**Courier**”), lays out the terms governing your relationship with Caviar. Caviar is a product that offers a technology platform and smartphone applications for pickup and delivery that helps connects individuals seeking food (“**Diners**”), restaurants who contract with Caviar (“**Restaurants**”), and, in those instances where the Diner wishes to have food delivered and the Restaurant does not offer its own delivery services, Couriers as well. Caviar provides this access through its technology platform (the “**Caviar Platform**”), which Couriers can access through a smartphone application for Couriers (the “**Courier App**”).

You are an independent contractor who wishes to access the Caviar Platform to connect to Diners through the Courier App. You understand and expressly agree that you are not an employee of Caviar, Restaurant, Diners, or other businesses on the Caviar Platform, and that you are providing delivery services on behalf of yourself and your business to Restaurants and Diners, not on behalf of Caviar.

Each and every time you agree to provide the Delivery Services defined in Section 3(A) below, you also agree to this Courier Independent Contractor Agreement, the Caviar Privacy Policy, your Conditional Offer/Background Check Addendum, and the Courier Account Access Guidelines (collectively, the “**Legal Terms**”). These Legal Terms may change from time to time. We will advise you of material changes to the Legal Terms, and you will have the ability to review the Legal Terms every time you log into the Courier App and before you accept an order.

You and Caviar (collectively, “the parties”) agree as follows:

1. **Independent Contractor**

- a. **Your Relationship With Caviar:** You agree you are an independent contractor and not an employee. Nothing in this Agreement shall create a legal partnership, agency, or joint venture between the parties or give the legal rights of a partner to either party. You understand and agree that the Diner, not Caviar, determines the timing, content and other specifications of the delivery. You understand and agree that the parameters of each delivery are established by the Diner, not Caviar, and represent the end result desired, not the means by which you are to accomplish the end result.
- b. **Freedom to Work for Others:** As an independent contractor, you retain the right to perform services for others and to hold yourself out to the general public as a

separately established business. The parties recognize that they are or may be engaged in similar arrangements with others and nothing in this Agreement shall prevent you or Caviar from doing business with others and Caviar understands that you may increase your profitability by performing services for other entities or customers (including, for example, Diners). Caviar neither has nor reserves the right to restrict you from performing services for other entities or Diners at any time, even should such business directly compete with Caviar, and even if you are simultaneously performing a delivery arranged through the Caviar platform.

- c. **Freedom to Choose When to Deliver and Where to Deliver:** As an independent contractor, you have complete discretion to choose when and if you wish to log into the Caviar App and/or accept delivery orders that are offered to you. You also have complete discretion to choose where you wish to make deliveries within the city or area you have contracted to make deliveries. Caviar has no right to control when and if you choose to log into the Caviar Platform or where you choose to log onto the Caviar Platform to make deliveries within the city or area where you've signed up to make deliveries.
- d. **No Eligibility for Employee Benefits:** As an independent contractor, you acknowledge and agree that you will not be eligible for any Caviar employee benefits by virtue of performing Delivery Services as a Courier. To the extent you otherwise would be eligible for any Caviar employee benefits, you (on behalf of yourself and any person whom you engage to work on your account) hereby expressly decline to participate in such Caviar employee benefits or welfare plans.
- e. **Expenses:** You certify that you have all products, tools and equipment used in performing Delivery Services (as defined in Section 3(A) below). You are solely responsible for all costs and expenses arising from your performance of Delivery Services. Except as otherwise required by law, you assume all risk of damage or loss to your products, tools and equipment that might occur in connection with performing Delivery Services.
- f. **Taxes:** As an independent contractor, you are solely responsible for paying applicable taxes or charges applicable to you, including any withholding requirements that apply to any such taxes or charges imposed by any government entity, and for compliance with all applicable labor and employment requirements with respect to your self-employment, sole proprietorship or other form of business organization.
- g. **Responsibility for Damages and Losses:** Consistent with Section 2(E), the insurance you must maintain shall cover any damages and losses you or a third party may incur in the course of your performing Delivery Services. To the extent permitted by law, you will be liable to pay for any such damages or losses that arise as a result of your performing the Delivery Services. Such payable amounts may include (but are not limited to) payments to: insurance companies (e.g., for medical coverage, automobile coverage, etc.), or individuals/Diners/Restaurants (e.g., for damage to property or personal injury).
- h. **No Authority to Act on Behalf of Other Party:** Neither you nor Caviar have the authority to make decisions, express views, bind the other by contract or otherwise, assume a liability on behalf of the other party, or pledge the credit of the other party except as specifically provided for in this Agreement or without the express written consent of the other party. Neither you nor Caviar may act as if either has such

authority and neither you nor Caviar will represent (expressly, or by implication) that either has such authority or that either is the agent or principal of the other.

2. Eligibility

- a. **Ability to Contract:** To make deliveries with Caviar, you must be of at least 18 years old and able to form a binding contract with Caviar in compliance with all applicable local, state, and national laws, rules, and regulations.
- b. **Authorization to Work:** To make deliveries with Caviar, you must have authorization to work lawfully in the United States.
- c. **Motor Vehicle Report:** If you intend to use an automobile or motorcycle to make deliveries with Caviar, you must have a valid driver's license and a clean driving record. To have a clean driving record you must: (1) have no major violation in the last 5 years; (2) have at least 2 years of driving experience; (3) have no more than three moving violations or accidents in 3 years; (4) have no more than two moving violations or accidents in 1 year; and (5) be over 18 years of age. We may periodically request an updated motor vehicle report. Please note that certain Caviar markets require access to a bike or motorized vehicle to make deliveries using the Caviar App. Please check with your local market when you sign up with Caviar.
- d. **Licensing:** If you choose to use a vehicle to make deliveries with Caviar, you must have a valid driver's license and any applicable license or permit as may be required by your state or local authorities.
- e. **Insurance:** If you choose to use a vehicle to make deliveries with Caviar, you must at all times maintain sufficient insurance to cover any risks and claims relating to the Delivery Services (as defined in Section 3(A) below) including, without limitation, commercial automobile insurance. You also agree to provide Caviar with a copy of any relevant insurance policy or policies upon request. As an independent contractor, you acknowledge that, to the extent permitted by law, you are not eligible for workers' compensation benefits through Caviar and instead are responsible for maintaining your own workers' compensation insurance. Maintaining your workers' compensation insurance will not disqualify you from any occupational accident insurance that Caviar may make available to you. You are solely responsible for ensuring that any individuals whom you may engage are insured according to the requirements above.
- f. **Ability to Accept Payments:** To make deliveries with Caviar, you must be able to accept payment for Delivery Services via Cash App (or any other payment platform that Caviar may utilize).
- g. **Equipment:** To make deliveries with Caviar, you must have the equipment necessary to timely and professionally complete Delivery Orders (as defined in Section 3(E) below), which includes: (a) an iPhone or Android enabled phone with a data plan capable of running the Courier App; (b) an adequately sized thermally insulated delivery bag sufficient to keep orders at the appropriate and safe temperature; and (c) reliable transportation. To the extent you use a vehicle to complete Delivery Orders, you are required to furnish your own vehicle at your own expense as a condition of contracting with Caviar. Although Caviar may at times make thermal bags available to you for purchase or to borrow, you are not required to purchase or borrow any equipment from Caviar.
- h. **Engaging Others:** As an independent contractor, you are free to engage any individual (including, without limitation, subcontractors, employees, assistants, and

helpers) so long as they meet the eligibility criteria stated in your Conditional Offer/Background Check Addendum and any criteria discussed above in Section 2(A)-(E), and (G), and the individual agrees to satisfy and comply with the Legal Terms, which you will provide to any individual whom you engage. Any Delivery Payment made for a Delivery Order will be paid to you consistent with payment criteria discussed in Sections 3 and 4 below and Caviar will accordingly report such payment (including, as appropriate, all tax consequences) as a Delivery Payment to you. You assume full and sole responsibility for the payment of all amounts due to any person you engage for work performed in connection with your services under this Agreement, including all compensation, benefits and expenses, if any, and, as applicable, for all required state and federal income tax withholdings, unemployment and disability insurance contributions, and social security taxes as to you and any person you engage in performing Delivery Services under this Agreement. Unless mandated by law, Caviar shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on your behalf for any individual you have chosen to engage. You are solely responsible for ensuring that any individuals whom you may engage are insured according to the requirements specified in Section 2(E), above, and for any losses caused or incurred by any person whom you engage in the course of performing Delivery Services. You are also solely responsible for the direction and control of any individual you have chosen to engage to perform Delivery Services and, consistent with the Courier Account Access Guidelines (incorporated here by reference), any violation that occurs while such an individual is performing Delivery Services on your behalf will accrue to your account.

3. Delivering Orders

- a. **Delivery Services:** You agree to provide Delivery Services in accordance with this Agreement in exchange for payment by Caviar via the Cash App (or any other payment platform that Caviar may utilize) (the “**Delivery Payment**”) as discussed below in Section 4 (Payment). Delivery Services consist of picking up a Delivery Order at a restaurant and delivering it to the Diner or Diners at the specified location(s), or in cases where the Diner(s) are not present at the time of delivery, making a reasonable, good faith effort to do so, all in a safe, timely, and professional manner.
- b. **Delivery Order:** As a Courier you will be presented with an order or group of orders from the Caviar Platform, which may involve delivery of food or other items (a “**Delivery Order**”). You may accept or reject the opportunity to deliver a Delivery Order.
- c. **Acceptance of Order:** Once you accept a Delivery Order through the Courier App, that acceptance becomes a binding contract and you are obliged to perform the relevant Delivery Order and Caviar is obliged to pay the applicable Delivery Payment in accordance with this Agreement.
- d. **Completing the Delivery:** Caviar will consider a Delivery Order complete only once the order is: (1) delivered to the Diner, or (2) you make a reasonable effort to contact the Diner, which may include calling, texting, knocking/buzzing, or speaking with the door person, depending on the circumstances. If you are unable to make a delivery after 10 minutes of trying to do so, Caviar will treat the order as forfeited by the Diner and you will be paid for the delivery despite the Diner not receiving the

order. If the order has been declared forfeited, you agree to leave the order outside the location specified by the Diner unless you have received a different instruction from the Diner or have spoken with Courier Support about a different arrangement.

- e. **Scheduling:** You may have the opportunity to pre-select the days and times you are available to make deliveries. You do not need to pre-select a schedule in order to deliver with Caviar and you will not be penalized by Caviar if you do not sign-in to the Courier App to make deliveries during the times you pre-selected. Caviar uses scheduling merely as a way of assessing whether there is likely to be a sufficient number of couriers to meet the demand of Restaurants and Diners.
- f. **Discretion to Decide How to Make Deliveries:** You have sole discretion to decide how to perform the Delivery Services (so long as consistent with the Courier Account Access Guidelines, incorporated here by reference), including, but not limited to, the route to take to make the most optimal Delivery Order, how you choose to interact with Restaurants and Diners, and the decision to engage others (subject to Section 2(H)).

4. Payment

- a. **Delivery Payment:** Caviar will pay you the Delivery Payment for each Delivery Order provided in accordance with and subject to this Agreement. The Delivery Payment is a task-based fee specified in the Courier App at the time a Delivery Order is offered to you. Caviar may also provide incentive or discretionary payments in addition to the Delivery Payment under certain circumstances for additional services such as for unanticipated wait time or for Delivery Services performed at certain times. Diners may also choose to give you a tip, gratuity, or bonus through the Caviar Platform, which will then be paid directly to you. You acknowledge and agree that Caviar exercises no control over whether a Diner makes such a tip, gratuity, or bonus to you or in what amount, and that Caviar bears no responsibility for a Diner's decision to remit such tips, gratuities, or bonuses, if any. As applicable and as permitted by the law in the state or locality where you offer Delivery Services, Caviar may apply any tips, gratuities, or bonuses you receive from a Diner as a "tip credit" toward any minimum wage requirement that may apply to the extent applicable. In certain circumstances, Caviar may delay a Delivery Payment, and any a tip, gratuity, or bonus, to investigate if those payments were fraudulently obtained or the Delivery Services were fraudulently performed and may cancel any payment to you prior to it being paid if it concludes those payments resulted from your fraudulent activities.
- b. **Order Failure (Your Fault):** If a Delivery Order failed because you have not made a safe, timely, and professional delivery, Caviar is not obliged to pay the Delivery Payment.
- c. **Order Failure (Not Your Fault):** If a Delivery Order failed and you are not at fault (for example, if the Restaurant or Diner is not available), Caviar will pay the Delivery Payment even though the Delivery Order has not been successfully completed.
- d. **Adjustments:** You acknowledge and agree that you are only entitled to Delivery Payments for deliveries you actually complete. Accordingly, if a Delivery Payment is remitted to you for a delivery you did not complete, such as instances where Caviar mistakenly remitted payment to you (i.e, an erroneous overpayment), where Caviar has received an order to garnish your earnings, or where Caviar remitted payment to you for a delivery you did not complete due to your dishonest or willful actions

(such as fraudulent conduct) or gross negligence, Caviar may make adjustments to your Delivery Payment. You hereby authorize Caviar to make such adjustments to your Delivery Payment without further advance notice to you.

- e. **Payments or Instant Payments Through the Cash App:** Unless otherwise agreed to by Caviar and you in writing, Caviar will pay you your Delivery Payments at a regular interval or via instant payment through the Cash App (or any other payment platform that Caviar may utilize). Payment will be in the form of direct deposit to the bank account or to your linked Cash App account (or any other payment platform account that Caviar may utilize) that you specify to Caviar at the time of registration, or as subsequently updated. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information (including, without limitation, Tax ID Number, entity name, address, date of birth, and necessary payout information (such as account/routing numbers, or Cash App account)) with Caviar. In addition, you will receive a summary of your pay at a regular interval.

5. Term and Termination

- a. **Effective Date:** This Agreement is effective as of the day you accept this Agreement and Caviar receives confirmation of this acceptance.
- b. **Not an Uninterrupted Service Arrangement:** The parties acknowledge that the terms of this Agreement do not reflect an uninterrupted service arrangement, as this Agreement guarantees you the right to choose when and if you wish to make yourself available.
- c. **Termination:** You may terminate this Agreement at any time for any reason or no reason at all. Caviar, however, does not have “at will” rights to terminate this Agreement. Caviar may only terminate this Agreement and deactivate your account due to a material breach of the Agreement, including as set forth in the Courier Account Access Guidelines (which is incorporated here by reference) and/or for violations of these Legal Terms. You will have the opportunity to have any account deactivation reviewed and investigated pursuant to the Courier Account Access Guidelines.
- d. **The Parties’ Obligations Surviving Termination:** Sections 1, 4(A), 4(D), 4(E), 5(D), 5(E), 6, 7, 8, 9, 10, 11, 12 of this Agreement, the Caviar Privacy Policy, your Conditional Offer/Background Check Addendum, and the Courier Account Access Guidelines (each incorporated here by reference), and any other section intended to have effect or bind either party after termination will survive termination.
- e. **Accrued Rights:** Termination of this Agreement will not affect any accrued rights or liabilities which either you or Caviar may have at the time termination takes effect.

6. Mutual Arbitration

- a. **The Parties’ Mutual Agreement to Arbitrate on an Individual Basis:** Through this arbitration agreement (“Arbitration Agreement”), you and Caviar agree that all disputes between you and Caviar (including its subsidiaries, affiliates, successors, partners, employees, officers, directors, insurers, agents, investors, contractors, and vendors (such as credit reporting agencies)) must be submitted for binding arbitration with JAMS before a single, neutral arbitrator.
- b. **Pre-Arbitration Resolution Procedure:** In the event of any dispute between you and Caviar, the parties will use their best efforts to resolve the dispute informally before initiating arbitration. You and Caviar agree to consult and negotiate with each

other in good faith and, recognizing each other's mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. To initiate this procedure, email Caviar at Legal@doordash.com. If you and Caviar do not reach such a solution within a period of 60 days from when you first emailed Caviar to initiate this procedure, then, upon notice by either party to the other, the dispute will be finally resolved by arbitration administered by JAMS. To the extent the potential claims subject to this pre-arbitration resolution procedure are subject to a statute of limitations that will expire during the pendency of the pre-arbitration resolution procedure, the parties agree that any such claims will be tolled during the pendency of the pre-arbitration resolution procedure.

- c. **The Rules Governing Arbitration:** The arbitration shall be administered pursuant to the JAMS Employment Arbitration Rules & Procedures (the "JAMS Rules") then in effect (available at www.jamsadr.com), unless such rules are in conflict with this Arbitration Agreement, in which case, the terms of this Arbitration Agreement will control. Unless no longer required by law, Caviar will pay all costs unique to arbitration that you would not have incurred in a court proceeding. Arbitration will be kept confidential to the extent permitted by law. If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place in the county in which JAMS services are offered that is nearest to where you primarily performed Delivery Services for Caviar at the time the dispute arose. The Arbitrator will be an attorney with experience in the law underlying the dispute or a retired judicial officer. The Arbitrator will issue orders (including subpoenas to third parties) allowing the parties to conduct civil discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. The Arbitrator may hear dispositive motions pursuant to the Federal Rules of Civil Procedure and will apply the standards of the Federal Rules of Civil Procedure governing such motions. If trade secret, confidential and/or proprietary information needs to be introduced into the arbitration, the parties will work with the arbitrator to make sure that such information is not disclosed to the public. Each party will pay its own attorneys' fees and costs not unique to arbitration when in arbitration, except that the arbitrator may award fees and costs to the prevailing party to the extent permitted by law. Except as stated otherwise, the arbitrator will have the authority to award all remedies available at law and in equity and will issue a written decision that contains the essential findings and conclusions upon which the award is based. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. All claims adjudicated in arbitration shall be final and binding. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect on claims asserted by any individual or entity who was not party to the arbitration. The arbitrator alone will have the authority to interpret the scope and enforceability of this Arbitration Agreement, except that any dispute concerning the scope or enforceability of the prohibition on class, collective, or representative claims, or claims in arbitration for public injunctive relief, must be resolved by a court of competent jurisdiction. The Federal Arbitration Act ("FAA") will govern the interpretation and enforcement of this Arbitration Agreement.

- d. **Important Waiver:** Arbitration must take place on an individual basis only, meaning that neither party may initiate or participate in any class, collective, or representative proceeding against the other. Thus, through this Arbitration Agreement, you and Caviar each waive the right to initiate or participate in any class, collective, or representative proceeding (including representative actions under the Private Attorney General Act (“PAGA”)) against the other in any forum (including court or arbitration).
- e. **Claims Not Subject to Arbitration:** This Arbitration Agreement does not apply to claims that, by law, cannot be subject to this Arbitration Agreement. In addition, this Arbitration Agreement does not prohibit the filing of claims in a small claims court, or administrative claims with government agencies, although any dispute related to your administrative claim with a government agency would be subject to binding arbitration under this Arbitration Agreement, to the extent permitted by law. This Arbitration Agreement will not preclude either party from seeking any provisional remedy (including a temporary restraining order or preliminary injunction) from a court if, absent such provisional relief, the arbitration award may be rendered ineffectual. Nothing in this Arbitration Agreement restricts your ability to engage in communications or actions protected by applicable law
- f. **Severability:** If any portion of this Arbitration Agreement is deemed invalid, such as, for example, the prohibition on the right to participate in a representative lawsuit, that limited portion will be severed from this Arbitration Agreement, and the remainder of the Arbitration Agreement will remain enforceable. Notwithstanding any other provision in this Arbitration Agreement, under no circumstances will this Arbitration Agreement be construed to permit class, collective, or representative proceedings in arbitration.

7. Confidentiality and Data Protection

- a. **Diner Data:** In the course of providing Delivery Services under this Agreement, you may have access to personal data (any information relating to an identifiable natural person or from which a natural person could be identified) and contact data (any information that could be used to locate or communicate with a Diner, including, but not limited to, physical address, landline phone number, mobile phone number, and email address) relating to Diners (“**Diner Data**”). With respect to Diner Data, unless the Diner has provided otherwise through express written consent otherwise, you agree that:
 - i. 1. You will use the Diner Data only for the purposes of providing Delivery Services under this Agreement.
 - ii. 2. You will take appropriate physical, technical, and organizational measures against unauthorized or unlawful access to, or use, disclosure, acquisition, or processing of the Diner Data and accidental loss or destruction of, or damage to, the Diner Data, including, but not limited to, enabling encryption and password protection on any mobile device (smartphone, tablet, laptop, etc.) that stores Diner Data.
 - iii. 3. You will not share or store Diner Data, except as necessary only for the purposes of providing Delivery Services.
 - iv. 4. Caviar shall be entitled to audit your compliance with this obligation on reasonable prior notice to you.
- b. **Duty of Confidentiality:** To the extent permitted by law, you must keep any

confidential information which Caviar supplies to you in connection with the Legal Terms as confidential. “**Confidential Information**” means any information that relates to Caviar’s or Restaurants’ business that is designated as confidential or proprietary, including Diner Data. You will not disclose any Confidential Information to any third party without Caviar’s prior, written authorization except when disclosure is required by law, provided, however, that any such disclosure will be made only in accordance with Section 7(C) below. Confidential Information includes all information marked as being confidential and any other information which might reasonably be considered confidential, including Diner Data. Confidential Information shall also include details of the Diners and Restaurants, such as purchasing history and contact details.

- c. **Exceptions to Confidentiality:** Nothing in this Agreement prohibits you from engaging in communications or actions protected by law, such as the right to file a charge with a government agency, provided that you disclose no more Confidential Information than is necessary to effect your protected rights. For example, filing a charge with a government agency does not entitle you to divulge Confidential Information that is not relevant to the charge. In addition, your obligations of confidentiality not apply to any information which: is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure provided that: (a) to the extent permitted by law, you give Caviar prior notice of the request for confidential information sufficient to enable Caviar to seek protective measures, and (b) if either you or Caviar obtains such protection, the disclosed information will continue to be protected as confidential by the receiving party in accordance with the terms of this Agreement.

8. Intellectual Property Rights

- a. **Your Information:** Your “Information” is any information you supply to Caviar, including profile information, images, your likeness or voice, suggestions, feedback, ideas, improvements, questions, comments, and social media posts and messages. To enable Caviar to use your Information during and after the term of this Agreement, you grant Caviar a non-exclusive, sublicensable, perpetual, royalty-free, irrevocable, worldwide license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any matter, your Information for the purpose of providing, promoting, or improving the Caviar Platform, Courier App, or the services related thereto, without any acknowledgment or compensation to you.
- b. **Caviar’s Intellectual Property:** You agree that Caviar owns all intellectual property rights in and to the Caviar Platform, Courier App, and the services related thereto. These rights include, but are not limited to copyright, patent rights, trademarks (such as the CAVIAR and C Logo trademarks), design rights, database rights, company and product names, and rights in or relating to confidential information. All other trademarks and company and product names used in the Caviar Platform or Courier App are the property of their respective owners. For the term of this Agreement and subject to your compliance with the terms and conditions of this Agreement, Caviar grants to you a non-transferable, revocable, limited, non-sublicensable, non-exclusive license to use the CAVIAR and C Logo trademarks without modification solely for the purpose of providing the Delivery Services under this Agreement. Except as expressly permitted in such limited license, you are not

permitted to use, reference, register, or reproduce in any manner Caviar's or its licensors' trademarks, copyrights, company names, product and service names, or other indicia of origin. You further agree to immediately cease any and all use of the CAVIAR and C Logo trademarks that Caviar determines in its sole discretion to be nonconforming, disparaging, or otherwise unacceptable. Nothing in this paragraph is intended to restrict your ability to promote yourself without Caviar's or its licensors' intellectual property.

9. **Limitation of Liability**

- a. **No Liability for Direct, Indirect, Punitive, Incidental, Special, Consequential, or Exemplary Damages:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PARTIES, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE CAVIAR PLATFORM OR THE COURIER APP, INCLUDING WITHOUT LIMITATION ANY DELIVERY ORDERS FACILITATED BY THE CAVIAR PLATFORM OR THE COURIER APP.
- b. **Disclaimer of Liability or Responsibility:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAVIAR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE CAVIAR PLATFORM OR THE COURIER APP; (II) PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR CAVIAR PLATFORM OR COURIER APP (INCLUDING DELIVERY ORDERS FACILITATED BY THE CAVIAR PLATFORM OR THE COURIER APP) WITHOUT PREJUDICE TO YOU MAKING ANY CLAIM AGAINST ANY OCCUPATIONAL ACCIDENT INSURANCE YOU RETAIN OR THAT CAVIAR MAY MAKE AVAILABLE TO YOU; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE CAVIAR PLATFORM OR COURIER APP; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR CAVIAR PLATFORM OR COURIER APP BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE CAVIAR PLATFORM; (VII) HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE CAVIAR PLATFORM, THE COURIER APP, OR THE INFORMATION CONTAINED THEREIN; AND/OR (IX) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.
- c. **Limitation of Liability for Disputes Between Couriers, Diner, and/or Restaurants:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CAVIAR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR MONITORING OR RESOLVING DISPUTES THAT MAY ARISE BETWEEN

COURIERS, DINERS, AND/OR RESTAURANTS AS A RESULT OF THE USE OF THE CAVIAR PLATFORM OR COURIER APP, INCLUDING DISPUTES RELATING TO PROPERTY DAMAGE, OR PERSONAL INJURY, UP TO AND INCLUDING DEATH.

- d. **Limitation of Liability Does Not Apply to the Extent Prohibited by Applicable Law:** SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Disclaimer of Warranties

- a. **App and Platform Provided “As Is”:** THE CAVIAR PLATFORM AND COURIER APP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE CAVIAR PLATFORM AND COURIER APP IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CAVIAR PLATFORM AND COURIER APP ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAVIAR OR THROUGH THE CAVIAR PLATFORM OR COURIER APP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, CAVIAR, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE CAVIAR PLATFORM OR COURIER APP WILL MEET YOUR REQUIREMENTS; THAT THE CAVIAR PLATFORM OR COURIER APP WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CAVIAR PLATFORM OR COURIER APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CAVIAR PLATFORM OR COURIER APP IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE CAVIAR PLATFORM OR COURIER APP.
- b. **“No Warranties”:** TO THE EXTENT PERMITTED BY LAW, CAVIAR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY DELIVERY ORDER YOU RECEIVE THROUGH THE CAVIAR PLATFORM OR COURIER APP, NOR DOES CAVIAR WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROPERTY DAMAGE, INCLUDING TO YOUR VEHICLE, PERSONAL INJURY, UP TO AND INCLUDING DEATH, THAT OCCURS AS A RESULT OF PERFORMING THE DELIVERY SERVICES OR YOUR USE OF THE CAVIAR PLATFORM OR COURIER APP.

11. Indemnity

- a. **Duties Regarding App, Terms, Violation of Third Party Right, Applicable Law, and Delivery Services:** To the extent permitted by law, you agree to defend, indemnify and hold harmless Caviar and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Caviar Platform or Courier App, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; or (v) any and all claims or damages (alleged or actual) that arise as a result of the Delivery Services that you provide as a courier.
- b. **Duties Regarding Taxes, Labor, or Employment Requirements:** To the extent permitted by law, you agree to indemnify, defend and hold Caviar harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on Caviar by the relevant taxing authorities with respect to any compensation paid to you or any liability related to the withholding of such taxes.

12. Other Terms

- a. **No Assignment of Rights or Obligation Without Consent:** You may not assign any of your rights or obligations under this Agreement without Caviar's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns. Nothing in this section will abrogate your ability to engage others as set forth in Section 2(H) above.
- b. **Caviar Not Liable for Breaches that Caviar Could Not Control:** Caviar will not be liable to you for any breach of this Agreement where the breach arises because of circumstances which Caviar cannot reasonably be expected to control or cannot reasonably control and this shall include any failure of the Caviar Platform or Courier App and failure of Caviar's telecommunications and internet links and Caviar's other utilities.
- c. **Entire Agreement:** This Agreement and the Legal Terms incorporated herein set out the entire agreement between you and Caviar and supersedes any prior or inconsistent agreements, negotiations, representations, or promises in relation to the subjects covered by it and in particular shall take priority over (a) any existing arrangements between you and Caviar, (b) any of your standard terms, and (c) any other terms submitted by you.
- d. **No Waiver:** Except as otherwise provided herein, no omission, forbearance or delay on the part of either of the parties to enforce fully any provision of this Agreement or any other right, power, privilege or remedy available to it shall be construed as a waiver of such provision, right, power, privilege or remedy or of a right thereafter to enforce the same or any other provision, right, power, privilege or remedy.
- e. **Location Data:** Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where

erroneous, inaccurate, time-delayed, or incomplete location data may lead to death, personal injury, property, or environmental damage. Neither Caviar nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service. You use any and all location data provided by the Caviar Platform and/or Courier App at your own risk, and you assume that risk.

- f. **Severability:** Each provision of this Agreement and the Legal Terms incorporated herein shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect, except under no circumstances shall this Agreement be construed to permit class, collective, or representative proceedings in arbitration.
- g. **Headings:** The various section headings of the Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties expressed in the Agreement.

BY CLICKING THE "AGREE" BUTTON BELOW, YOU SIGNIFY THAT YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND YOU WARRANT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD AND THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO CONTRACTS. IF YOU DO NOT AGREE TO THIS AGREEMENT, (i) CLICK "CANCEL" AND (ii) YOU CANNOT PERFORM DELIVERY SERVICES AS A COURIER WITH CAVIAR.