

Terms of Use

Effective: August 8, 2016

Welcome to our site! We are so happy you are here, and we can't wait to deliver you food and beverages happiness, but before you use the site, please read these terms of use carefully!

THE SECTION BELOW ENTITLED "DISPUTE RESOLUTION" HAS A MANDATORY ARBITRATION PROVISION. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT.

ABOUT A2Z ORDERS

We own and operate this website (a2zorders.com), the related mobile sites and mobile applications, and selected other domains (collectively, the "Sites"). These terms of use (the "Agreement") constitute a contract between you and us. What does that mean? It means that by accessing and/or using the Sites, you agree to all the terms and conditions of this Agreement. If you do not agree, do not use the Sites. As used in this Agreement, "a2zorders," "a2zdeli" "we," "us," and "our" shall mean Navya LLC. and its subsidiaries and affiliates.

USING A2Z ORDERS

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

In consideration of the use of the Sites' services, you agree to: (a) provide true, accurate, current and complete information about yourself, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or A2Z Orders has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, A2Z Orders has the right to block your current or future use of the Sites (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your Account and for all activities or any other actions that occur under or are taken in connection with your Account. You agree to (a) immediately notify A2Z Orders of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your credit card information; and (b) ensure that you exit from your Account at the end of each session. A2Z Orders will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account.

OUR ALCOHOLIC BEVERAGES POLICY

If you place an order that includes any alcoholic beverage, you acknowledge that you are at least 21 years of age. Upon delivery or pickup, as applicable, you shall present a government-issued identification card, evidencing your age. If you do not comply with these terms, you agree that

the alcoholic beverage(s) will not be released to you, and you shall forfeit the cost of such beverages.

OUR CREDIT POLICY

Unless prohibited by law, in the event of any error in your order or the amount you were charged, you are entitled to a credit, provided it is brought to our attention within 15 days of your order date. If you do not raise the issue within 15 days of your order date, you waive the ability to receive a credit for any error.

OUR MATERIALS AND LICENSE TO YOU

Trademarks, service marks, logos and trade names of other companies that are displayed on the Sites are owned by other companies. We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Sites and/or the Materials for your personal use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Sites. Any other use of the Sites and/or the Materials is strictly prohibited. No Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the Sites should be interpreted as granting to you any license or right to use any of the Materials and/or third party proprietary content on the Sites without the express written permission of A2Z Orders or the appropriate third party owner, as applicable.

If you download any software from the Sites, you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form.

A2Z Orders reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

YOUR CONTENT AND CONDUCT

I. User Conduct

By accessing the Sites, you agree:

- to comply with all applicable laws regarding online conduct and submission of acceptable User Content;
- not to use the Sites or the services or submit content to the Sites if you are under the age of 13;
- not to use the Sites to purchase alcohol unless you and the alcohol recipient are 21 or older and present a valid photo identification(s) verifying your age at the time of alcohol delivery;
- not to access the Sites or services using a third-party's account/registration without the express consent of the account holder;

- not to attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system and/or network connected to any A2Z Orders;
- not to attempt to impersonate another user or person;
- not to advertise, or solicit, any user to buy or sell any products or services, unless authorized by A2Z Orders;
- not to deep-link to the Sites and/or access the Sites manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the Sites and/or any Materials and/or other content on the Sites, unless A2Z Orders has given you specific permission to do so in writing;
- not to conduct any kind of systematic retrieval of data or other content from the Sites;
- not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Site content;
- not to use the Sites in any manner that could damage, disable, overburden and/or impair any A2Z Orders server, or the network(s) connected to any A2Z Orders server, and/or interfere with any other party's use and enjoyment of the Sites;
- not to transmit any chain letters or junk email;
- not to use any information obtained from the Sites or the A2Z Orders services in order to contact, advertise to, solicit, or sell to any user or restaurant;
- not to sell or transfer your profile;
- not to use the Sites to engage in commercial activities apart from sanctioned use of A2Z Orders services;
- not to use the Sites as part of an effort to compete with A2Z Orders, the Sites, or the A2Z Orders services;
- not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in any format or media;
- not to license, sell and/or otherwise provide access to and/or use of the Sites to any third party, including without limitation to build a competitive product and/or service;
- not to create restaurant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites;
- not to copy, publish or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate or threaten any A2Z Orders employees or agents engaged in providing any portion of A2Z Orders's services;
- not to display an advertisement, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Sites or A2Z Orders's services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;

- not to delete the copyright or other proprietary rights notice from any User Content or any portion of the Sites or A2Z Orders's services;
- not to upload or transmit viruses or other harmful, disruptive or destructive files;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our restaurant partners); and
- not to use the Sites for any illegal purposes.

You agree that the consequences of commercial use or re-publication of User Content or Materials from the Sites or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that A2Z Orders will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

II. Content You Provide

A2Z Orders may provide you with interactive opportunities on the Sites, including, without limitation, features such as user ratings and reviews, saved favorites, liked items and bookmarked restaurants (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings and/or other materials and/or content that you submit, post and/or otherwise transmit to the Sites ("User Content").

III. Use of Your Content

You grant A2Z Orders an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute and/or otherwise use User Content in connection with A2Z Orders's business and in all forms of media now known or hereafter invented (collectively, the "Uses"), without notification to and/or approval by you. You further grant A2Z Orders a license to use your username and/or other user profile information, including without limitation, your ratings history and how long you have been a A2Z Orders diner, to attribute User Content to you in connection with the Uses, if we choose to do so, again without notification to and/or approval by you. Further, if you provide any suggestions, input or other feedback relating to the Sites or the services we provide, A2Z Orders shall have the right to freely and fully exercise and exploit such content in connection with its business, without notice to, approval by or compensation to you.

User Content transmitted to certain parts of the Sites, including, without limitation, restaurant pages and certain Interactive Areas, may be posted in public areas on our Sites, including without limitation in a compilation format, and as such will be publicly visible and accessible. A2Z Orders and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from, any and all liability for the action of any and all third parties with respect to User Content.

IV. Conduct within Interactive Areas

By transmitting User Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the Sites.

We do our best to encourage civility and discourage disruptive communication on the Sites. We also discourage communications that incite others to violate our standards. We expect your cooperation in upholding our standards. You are responsible for all of your User Content. You agree not to provide any User Content that:

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

A2Z Orders may monitor any and all use of the Sites; however, we are under no obligation to do so. We may manage the Sites in a manner intended to protect our property and rights and to facilitate the proper functioning of the Sites. If any User Content or conduct on our Sites violates our standards, or any other terms and conditions of this Agreement; or interferes with other peoples' enjoyment of the Materials or our Sites; or that we believe is inappropriate; in our sole judgment, we reserve the right to change, delete or remove, in part or in full, any such User Content or Materials; and we further reserve the right to terminate or suspend access to any Interactive Areas or any Sites. A2Z Orders will cooperate with local, state and/or federal authorities to the extent required by applicable law in connection with User Content.

V. Ratings and Reviews

The Sites may allow you to rate and post reviews of restaurants and other businesses ("Ratings and Reviews"). Such Ratings and Reviews are considered User Content and are governed by the terms and conditions of this Agreement, including, without limitation, your agreement regarding your use of Interactive Areas and the Sites' standards of conduct. Ratings and Reviews are not endorsed by A2Z Orders, and do not represent the views of A2Z Orders or of any affiliate or partner of A2Z Orders. A2Z Orders does not assume liability for Ratings and Reviews or for any claims, liabilities or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had first-hand experience with the restaurant; (2) you may not have a proprietary or other affiliation with restaurant competitors; (3) you may not draw any legal conclusions regarding the restaurants' products, services or conduct; and (4) your review must otherwise comply with the terms of this Agreement. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Sites may be removed or excluded by us without notice.

DISCLAIMER

THE SITES, THE MATERIALS AND ALL OTHER CONTENT ON THE SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM, WITH RESPECT TO THE MATERIALS AND ALL OTHER CONTENT ON THE SITES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. A2Z ORDERS DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE SITES WILL BE SECURE, UNINTERRUPTED AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. A2Z ORDERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES, THE MATERIALS AND/OR ANY OTHER CONTENT ON THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE QUALITY AND/OR TIMING OF A DELIVERY ORDERED ON THE SITES AND/OR THE FOOD OR OTHER PRODUCTS DELIVERED. YOU (AND NOT A2Z ORDERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL A2Z ORDERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF A2Z ORDERS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. A2Z ORDERS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. A2Z ORDERS ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL A2Z ORDERS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO A2Z ORDERS OR A A2Z ORDERS'S RESTAURANT, IF ANY, OR (B) \$1000 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AND A2Z ORDERS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY

EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND A2Z ORDERS AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

THIRD PARTY LINKS

The Sites may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). A2Z Orders does not review, monitor, operate and/or control the Third Party Websites and A2Z Orders makes no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, A2Z Orders is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. Your access and/or use of the Third Party Websites, including providing information, materials and/or other content to the Third Party Websites, is entirely at your own risk. A2Z Orders reserves the right to discontinue links to any Third Party Websites at any time and for any reason, without notice.

ADDITIONAL TERMS

Your use of the Sites is subject to any and all additional terms, policies, rules or guidelines applicable to A2Z Orders's services or certain features of the Sites that we may post or link to on the Sites (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions or content on the Sites. All such Additional Terms are hereby incorporated into this Agreement by reference.

PRIVACY POLICY

We are concerned about privacy issues and want you to be familiar with how we collect, use and disclose Personal Information (as defined below). This Privacy Policy describes our practices in connection with privacy and the Personal Information that we collect through this website (A2ZOrders.com), the related mobile sites and mobile application(s), and selected other domains (collectively, the "Sites"). Except as indicated below, this Privacy Policy does not address the collection, use or disclosure of information by us or by third parties on any websites other than the Sites. As used in this Agreement, "A2ZOrders," "we," "us," and "our" shall mean Navya LLC.

By accessing and/or using the Sites, you agree to all the terms and conditions of this Privacy Policy. If you do not agree to all the terms and conditions of this Privacy Policy, do not use the Sites. We may change this Privacy Policy from time to time and without prior notice, except that if we make a material change, we will notify you prior to the effective date of the change. Changes to this Privacy Policy will be effective as soon as they are posted. By continuing to access and/or use the Sites after the Effective Date of a revised Privacy Policy, you agree to be bound by the revised Privacy Policy. For clarity, if you do not agree to the new terms of the Privacy Policy, do not continue using the Sites. The most current version of this policy will always be posted on the Sites.

Forums and Profiles. We and our third party service providers may make available through the Sites certain services (for example, message boards, chat functionality, "profile pages" and blogs) to which you may be able to post information and materials. Please note that any information you provide in connection with such services may become public, and may be available to visitors to the Sites and to the general public, including without limitation the ratings and reviews that accompany many restaurant listings and the comments section of our blog posts. We urge you to exercise discretion and caution when deciding to disclose your Personal Information, and/or any other information and/or materials, on the Sites. NEITHER WE, NOR ANY OF OUR THIRD PARTY SERVICE PROVIDERS, NOR ANY OTHER PERSON OR ENTITY DULY AUTHORIZED BY US AND/OR BY OUR THIRD PARTY SERVICE PROVIDERS, IS OR SHALL BE RESPONSIBLE FOR ANY USE BY ANY UNAUTHORIZED PERSON OR ENTITY OF ANY PERSONAL INFORMATION YOU DISCLOSE THROUGH THE SITES.

Third Party Sites. Except as expressly set forth herein, this Privacy Policy does not address, and neither we nor our third party service providers are responsible for, the privacy, information or other practices of other websites and/or any third parties, including without limitation any of our affiliates and/or any third party operating any site to which the Sites contains a link. The inclusion of a link to a third party website on the Sites does not imply endorsement of the linked site by us or by our affiliates. Please note that your access and/or use of any third party websites, including by providing any information, materials and/or other content to such sites, is entirely at your own risk.

Security. No data transmission over the Internet or data storage system can be guaranteed to be 100% secure. Please do not send us credit card information and/or other sensitive information through email. If you have reason to believe that your interaction with us is not secure (for example, if you feel that the security of any account you might have with us has been compromised), you must immediately notify us of the problem by contacting us in accordance with the "Contact" section below.

Unsubscribe. If you do not wish to receive marketing-related emails from us, you may unsubscribe from receiving them by clicking on the "unsubscribe" link at the bottom of any of those emails.

Note Regarding the Use of the Site by Children. Under no circumstances are the Sites directed to and/or intended for use by individuals under the age of thirteen (13). Such individuals are prohibited from using the Sites and should not provide Personal Information through the Sites.

Disclaimer. If you choose to access the Sites, you do so at your own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the availability of the Sites, in whole or in part, to any person, geographic area and/or jurisdiction we choose, at any time and in our sole discretion. By using the Sites and submitting any Personal Information, you consent to the transfer of Personal Information to other countries, which may provide a different level of data security than your country of residence provides.

COPYRIGHT POLICY

A2Z Orders respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Sites or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide A2Z Orders's Copyright Agent (as set forth below) with notification

containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to: A2Z Orders at 44927 George Washington Blvd. # 125, Ashburn, VA - 20147.

VIOLATIONS OF THE AGREEMENT

A2Z Orders reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the Sites from a particular account, device and/or IP address.

CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective as soon as we change it, and the most current version of this Agreement will be posted under the "Terms of Use" tab ("Updated Terms"). If we make a material change to the Agreement, we may notify you. You agree that you will review this Agreement periodically. By continuing to access and/or use the Sites after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Sites. This Agreement will govern any disputes arising before the effective date of the Updated Terms.

GOVERNING LAW

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

DISPUTE RESOLUTION

I. Arbitration

You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to your use of the Sites, the Materials and/or other content on the Sites, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. **You acknowledge and agree that you and A2Z Orders are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and A2Z Orders otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement will be brought within one year of its accrual or it will be waived.

II. Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425& or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

III. Arbitration 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 at https://www.adr.org/cs/idcplg?IdcService=GET_FILE&dDocName=ADRSTAGE2034889&RevisionSelectionMethod=LatestRelease and a separate affidavit for waiver of fees for California residents only at https://www.adr.org/cs/idcplg?IdcService=GET_FILE&dDocName=ADRSTG_004304&RevisionSelectionMethod=LatestReleased .) The arbitrator will be either a retired judge or an attorney licensed to practice law in the county in which you reside and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

IV. Arbitration Location and Procedure

Unless you and A2Z Orders otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted

solely on the basis of documents you and A2Z Orders 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.

V. Arbitrator's Decision

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

VI. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$25,000, A2Z Orders may pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

VII. Changes

A2Z Orders reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to disputes arising before the effective date of such amendment. Notwithstanding the provisions of the modification-related provisions above, if A2Z Orders changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Sites after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing A2Z Orders written notice of such rejection by mail or hand delivery to: A2Z Orders, Attn: Dispute Resolutions, 44927 George Washington Blvd. # 125, Ashburn, VA-20147, or by email from the email address associated with your account to: jskjsn@gmail.com, within 15 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and A2Z Orders in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

WAIVER AND SEVERABILITY

Any waiver by A2Z Orders of any provision of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to terms contained herein.