

END USER LICENSE AGREEMENT (EULA) FoodyFoo FoodyFoo Inc., a Delaware Corporation

Last Updated: 2025-11-30

This End User License Agreement ("Agreement") is a legal agreement between you ("User" or "You") and FoodyFoo Inc., a Delaware corporation ("FoodyFoo," "Company," "We," "Us," or "Our"), governing your use of the FoodyFoo mobile application, website, and all related services (collectively, the "App").

By downloading, installing, accessing, or using the App, you agree to be bound by this Agreement. If you do not agree, do not use the App.

1. LICENSE GRANT FoodyFoo grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App solely for your personal, non-commercial use and strictly in accordance with this Agreement.

2. ACCOUNT REGISTRATION Use of the App requires an account created via username/password or login through Google or Apple. You are responsible for securing your login. FoodyFoo may suspend or terminate accounts for violations.

3. APP FUNCTIONALITY The App provides meal planning tools, grocery list creation, and order submission to third-party delivery partners. FoodyFoo does not fulfill orders, process payments, or handle delivery.

4. PAYMENTS AND REFUNDS Payments are processed by third parties. FoodyFoo does not handle payment data or refunds. All disputes must be handled with the delivery partner.

5. USER-GENERATED CONTENT Users may upload content. All rights to uploaded content become the property of FoodyFoo Inc. immediately upon submission.

6. INTELLECTUAL PROPERTY FoodyFoo owns all proprietary content. Third-party partner content remains owned by its licensors. Any content not covered by a partner agreement is owned by FoodyFoo. Restrictions include prohibiting reverse engineering, scraping, automation, derivative works, and misuse.

7. ACCEPTABLE USE You agree not to use the App for unlawful, abusive, disruptive, fraudulent, or harmful activities.

8. DATA COLLECTION AND USE The App collects personal data including account info, location, metadata, and analytics. Third-party analytics and advertising services may be used.

9. THIRD-PARTY DELIVERY PARTNERS FoodyFoo only provides planning and order submission. Once submitted, the partner is solely responsible for payment, fulfillment, delivery, issues, delays, damages, and refunds.

10. DISCLAIMERS AND NO WARRANTY The App is provided "AS IS." FoodyFoo does not guarantee accuracy of nutritional information and disclaims liability for delivery or fulfillment issues.

11. LIMITATION OF LIABILITY FoodyFoo is not liable for indirect, incidental, special, consequential, or punitive damages.

12. ARBITRATION, TIME LIMIT, AND CLASS WAIVER All disputes must be resolved through binding arbitration. Claims must be filed within one year. Class actions are waived. Jurisdiction for permitted court matters is New Castle County, Delaware.

13. **TERMINATION** FoodyFoo may terminate access at any time for violations.

14. **CHANGES TO AGREEMENT** FoodyFoo may modify this Agreement at any time. Continued use constitutes acceptance.

15. **SEVERABILITY** Unenforceable provisions do not affect the remainder.

16. **ENTIRE AGREEMENT** This Agreement is the entire understanding between you and FoodyFoo regarding use of the App.