

Sprout End User License Agreement

This Sprout End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and RChef, LLC, a Texas limited liability company (“**Company**”). This Agreement governs your use of the Sprout mobile application on any mobile platform, including without limitation Android and iOS (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING AND/OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION, AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Application’s documentation; and

(b) access, stream, download, and use on such Mobile Device the Application and the services, features, functionality, and content made available through the Application (collectively the “**Content and Services**”), strictly in accordance with this Agreement.

2. License Restrictions. You agree that you may not, and shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or

(g) use the Application to circumvent any applicable law or regulation, including without limitation laws that may be applicable to the sale of food and beverages between individuals or private parties.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms,

conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy [INSERT AS LINK TO MOBILE APP PRIVACY POLICY]. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Geographic Restrictions. The Content and Services are based in the State of Oregon in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

6. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not operate properly should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

8. Additional Disclaimer Regarding Third-Party Materials Information. The Application is an alternative food community platform offering farms and food producers and entrepreneurs the opportunity to buy and sell produce and selected prepared food items through the Application. The Third-Party Materials will include without limitation information regarding such produce and prepared food items. Without limiting the generality of the disclaimer contained in Section 7, Company makes no representations or warranties, express or implied, regarding (a) the qualities, quantities, accuracy, processing, handling, authenticity, originality, content, ingredients (or lack of ingredients), or any other feature whatsoever of any produce, prepared food item, or other item sold or advertised for sale on the Application; (b) noninfringement of the intellectual property rights of any party relating to any item sold or advertised for sale on the Application; or (c) the qualifications, abilities, experience, background, financial stability, or ability to pay of any user of the Application.

9. Your Use of the Application and Interactions with other Users.

(a) Potential Agreements to Purchase and Sell. Users of the Application may use the Application to establish in-person or online user-to-user interactions or transactions, which may include without limitation delivered or in-person purchases of items from another user of the Application. By using the Application to make an offer to another user or accept an offer from another user for the purchase or sale of an item in exchange for compensation, you may be creating a binding agreement between you and such other user, which may give rise to certain rights and obligations among you and such other user. Such agreement shall be solely between you and such other user, and Company is not a party to any such agreement nor does Company guarantee that any party under such agreement will perform their obligations thereunder.

(b) Deliveries and Orders; Returns and Refunds. Any deliveries or orders arranged through the Application are subject to the terms of any agreement reached between you and the user(s) with whom you agree to purchase or sell items. Company has no involvement with the production, fulfillment or delivery of any order that may be arranged through the Application. Returns or refunds are subject to the terms of any agreement reached between you and the user(s) with whom you agree to purchase or sell items. Company does not process returns and does not provide refunds. Any right you may have to a return or refund is based solely on your agreement with the seller, and must be taken up solely with that seller.

(c) Additional Disclaimers Regarding other Users. Company does not endorse any user of the Application or any item offered for sale on the Application. **YOU ACKNOWLEDGE THAT YOUR USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION ENTERING INTO AN AGREEMENT TO PURCHASE OR SELL ITEMS TO OR FROM ANOTHER USER OF THE APPLICATION, OR YOUR CONSUMPTION OF ANY ITEMS PURCHASED OR ARRANGED TO BE PURCHASED THROUGH THE APPLICATION, IS AT YOUR SOLE RISK.**

10. Fees; Taxes. Establishing and maintaining a user account on the Application is free. Company charges fees for each transaction arranged through the Application, in the amount of six percent (6%) of the gross sales price of each transaction (excluding taxes). Company also charges and remits to payment processors (currently Stripe) and credit card companies any processing or other fees they charge relating to the transaction, typically around three percent (3%) of the gross sales price of each transaction (excluding taxes). Such fees are disclosed on the Application at the time that users arrange a transaction, and are collected at the time of the transaction. Users of the Application are responsible for any and all sales or other taxes relating to any transaction arranged through the Application (other than taxes relating to the Company's fee, if any), and if sales or other taxes apply, any seller in any transaction arranged through the Application is solely responsible for collecting and remitting such sales or other taxes to the appropriate governmental entity.

11. User Content. Company may allow you to upload or post audio, video, images, text or other content through the Application ("**User Content**"). All feedback and other User Content you provide to Company, whether via the Application or otherwise, shall be deemed to be non-confidential. Company shall be free to use such information on an unrestricted basis without notice or compensation to you.

(a) Prohibited User Content. Company does not have the obligation to, and does not, pre-screen any User Content. However, Company reserves the right to remove or edit any User Content at any time and without notice to you.

(b) Prohibited User Content. You expressly agree to indemnify, defend and hold harmless Company for any claims or damages (including without limitation court costs and reasonable attorneys' fees) arising out of your use, creation or posting of such prohibited User Content. When you use the Application, you agree not to upload, post, modify, distribute, email, transmit, or otherwise make available any user-submitted content that:

(i) is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise injurious to third parties;

(ii) is protected by any patent, trademark, trade secret, copyright or other intellectual or proprietary right, unless you own such rights or have received all necessary consent;

(iii) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, or interfere with someone else's use of the Application;

(iv) falsely provides a review for a product or service that you have not purchased or used, or misrepresents your experiences relating to any products or services;

(v) constitutes a charity request, petition for signatures, chain letter, letter or information relating to one or more pyramid schemes, advertising or solicitation for funds, political campaigning, mass mailing, any form of unsolicited commercial email or "spam," or an offering or dissemination of fraudulent goods, services, schemes or promotions;

(vi) is sent via unsolicited email, if such email could reasonably be expected to provoke complaints from its recipients;

(vii) is harmful, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information; and/or

(viii) violates any applicable local, state, national or international law.

(c) DMCA Designated Agent. If you are a copyright owner and believe that any User Content infringes upon your copyrights, you may submit a notification to Company's Designated Agent at:

Nathaniel Cox
436 NE Clay Avenue
Bend, Oregon, 97701
ceo.sproutcommunity@gmail.com
541-668-0304

Pursuant to the Digital Millennium Copyright Act 17 U.S.C. Sec. 512(c)(2), such notification must include a description of the copyrighted work that you claim has been infringed; a description of where the alleged infringing material is located; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; your contact information (email and telephone number); and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

12. Login Credentials. You shall not share your user account information with others or allow third parties to use your login credentials to the Application at any time or for any reason unless otherwise allowed in writing by Company. You warrant, and Company may assume and rely on the assumption, that any and all activity and use of the Application under your user account is done by you. You are solely responsible for maintaining the security of, for example, your username, password, and all other user account information, and you agree that Company will not be liable for any loss or damages resulting from use of your account by others.

13. Term and Termination. The term of Agreement commences when you download or install the Application, or otherwise indicate your acceptance of this Agreement, and will continue in effect until terminated by you or Company as set forth in this Section 13. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device. Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination, (a) all rights granted to you under this Agreement will also terminate; and (b) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account. Termination will not limit any of Company's rights or remedies at law or in equity.

14. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE HIGHER OF (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR (ii) \$100.00.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

16. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement.

17. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.