

PALETA TERMS AND CONDITIONS AND PRIVACY POLICY

1. User's Acknowledgment and Acceptance of Terms

You agree to be bound by the following Terms and Conditions and Mobile Application End User License Agreement of PALETA, Inc. ("Terms and Conditions"), in their entirety, when you: (a) access or use the Paleta.com website or any other online Paleta platform (collectively, the "Site"); (b) access or use the Paleta mobile application (the "App"); (c) access and/or view any of the video, audio, stories, text, photographs, graphics, artwork and/or other content featured on the Site and/or in the App (collectively, "Content"); (d) sign up to receive the Paleta AUTO-RENEWAL food or beverage delivery service (the "Paleta AUTO-RENEWAL Service"), and/or any other products or services offered by Paleta from time to time (collectively, with the Paleta AUTO-RENEWAL Service, the "Paleta Service"); (e) purchase or otherwise redeem or sign up to receive or send Paleta gift cards or gift certificates (including for all purposes of the Agreement electronic gift cards or certificates) (collectively, "Gift Cards") or Trial Offers (as defined in Section 3(g)) ; (f) access links to Paleta's social media pages/accounts on third-party social media websites or mobile or other platforms, such as Facebook®, Instagram®, Pinterest®, LinkedIn®, Twitter®, Snapchat®, and YouTube® (collectively, "Social Media Pages"); (g) enter one of the sweepstakes, contests and/or other promotions offered or conducted by Paleta from time-to-time (collectively, "Promotions"); and/or (h) utilize the many interactive features of the Site and/or App designed to facilitate interaction between you, Paleta and other users of the Site and App, respectively, including, but not limited to, blogs and associated comment sections located in designated areas of the Site and App, as applicable (collectively, the "Interactive Services" and together with the Site, App, Content, Paleta Service, Gift Cards, Trial Offers, Social Media Pages and Promotions, the "Paleta Offerings"). The Paleta Offerings are owned and operated by PALETA, Inc. ("Paleta," "we," "our" or "us").

These Terms and Conditions are inclusive of the Paleta Privacy Policy ("Privacy Policy"), the rules applicable to the Promotions ("Promotion Rules") and any and all other applicable Paleta operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published on the Site and/or in the App, or which you may be otherwise notified of in writing, from time to time, all of which are expressly incorporated in these Terms and Conditions by reference (collectively, the "Agreement"). By using and/or accessing the Paleta Offerings, you agree to comply with and be bound by the Agreement in its entirety. PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THE AGREEMENT IN ITS ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE PALETA OFFERINGS IN ANY MANNER OR FORM.

IMPORTANT: BY USING THE PALETA OFFERINGS, YOU AGREE TO RESOLVE ALL DISPUTES WITH PALETA THROUGH BINDING ARBITRATION, NOT IN COURT, AND YOU WAIVE CERTAIN RIGHTS TO PARTICIPATE IN CLASS ACTIONS. THE EXCEPTIONS AND WAIVERS ARE DETAILED IN SECTION 14.

Blog posts and other Content on the Site or in the App may contain recipes, meal recommendations, dietary advice (collectively, the "Dietary Advice") and the food products delivered in connection with the Paleta Service (collectively, the "Dietary

Options”) will contain various ingredients. You should always consult with your physician or other healthcare professional before adopting any Dietary Advice or partaking in any Dietary Options, whether offered by and through the Paleta Offerings or otherwise. The Dietary Advice and/or Dietary Options may include ingredients that you are allergic to. You should always check the ingredients associated with any Dietary Advice and Dietary Options to avoid potential allergic reactions. If you have or suspect that you have an allergic reaction or other adverse health event, promptly contact your health care provider.

All eight (8) major U.S. allergens as determined by the U.S. Department of Agriculture (“USDA”) (milk, wheat, egg, soy, fish, shellfish, peanuts and tree nuts) are stored, portioned and packed in each of Paleta’s facilities. Although Paleta takes precautions to limit the potential for cross-contamination, cross-contamination may occur between food products, allowing meals or other products offered in connection with the Paleta Service to contain some or all of those allergens. We do not accommodate clients with allergens due to the potential for cross-contamination.

Facebook® and Instagram® are registered trademarks of Facebook, Inc. (“Facebook”). LinkedIn® is a registered trademark of LinkedIn Corporation (“LinkedIn”). Pinterest® is a registered trademark of Pinterest, Inc. (“Pinterest”). Twitter® is a registered trademark of Twitter, Inc. (“Twitter”). Snapchat® is a registered trademark of Snapchat, Inc. YouTube® is a registered trademark of Google, Inc. (“Google”). Please be advised that Paleta is not in any way affiliated with Facebook, Google, LinkedIn, Pinterest or Twitter, and the Paleta Offerings are not endorsed, administered or sponsored by any of those parties.

If you have any questions about the Agreement or the Paleta Offerings, please access our Frequently Asked Questions or call our Customer Service team at 855-EAT-PALETA.

2. Modification

We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions (“Billing Provisions”) shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site and in the App, and you should review the Agreement prior to using the Paleta Offerings and from time to time thereafter. By your continued use of any of the Paleta Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement, as in effect at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions in effect at the time of the subject dispute or incurred charges, as applicable). All amendments or modifications to the Agreement shall be effective immediately upon publication on the Site and App.

3. Paleta Service

(a) Paleta Auto-Renewal Service. The Paleta Auto-Renewal Service is an automatic recurring AUTO-RENEWAL service. As part of the Paleta AUTO-RENEWAL Service, we offer a number of AUTO-RENEWAL options that you choose from (each, a "Plan"). Each recurring order (excluding those you choose to skip in accordance with the Agreement) you will receive a package from Paleta including the contents of your chosen Plan (each a "Delivery"). You can find specific details regarding your Plan and the Paleta Service ("Account") by accessing the Site and accessing your Account details.

For information on how to change, modify or cancel your Plan or to skip a week, please see Section 3(d). Some promotions for the Paleta Service or other Paleta Offerings may be offered by third parties in conjunction with the provision of such third parties' own products and services. We are not responsible for any other products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend, in our sole discretion, our offered Plans; provided, however, that any amendment or modification to the Billing Provisions associated with those Plans shall not apply to any charges incurred prior to the applicable amendment or modification.

WHEN YOU REGISTER FOR THE PALETA AUTO-RENEWAL SERVICE (AND EACH TIME YOU CHANGE YOUR PLAN) YOU EXPRESSLY AUTHORIZE AND AGREE THAT PALETA AND/OR OUR THIRD PARTY PAYMENT PROCESSOR IS AUTHORIZED TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD (AS DEFINED BELOW) ON A WEEKLY, RECURRING BASIS IN AN AMOUNT EQUAL TO THE THEN-EFFECTIVE RATE FOR YOUR PLAN, TOGETHER WITH ANY APPLICABLE TAXES AND SHIPPING (the "PLAN RATE"), FOR AS LONG AS YOU CONTINUE TO USE THE PALETA AUTO-RENEWAL SERVICE, EXCEPT ON WEEKS YOU CHOOSE TO SKIP PRIOR TO THE CUTOFF TIME (AS DEFINED BELOW) OR UNLESS YOU CANCEL YOUR PALETA AUTO-RENEWAL SERVICE IN ACCORDANCE WITH THE AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT PALETA WILL NOT OBTAIN ANY ADDITIONAL AUTHORIZATION FROM YOU FOR SUCH AUTOMATIC, RECURRING PAYMENTS. IN ADDITION, YOU AUTHORIZE US (AND/OR OUR THIRD PARTY PAYMENT PROCESSOR) TO CHARGE YOUR PAYMENT METHOD FOR ANY ADDITIONAL PALETA OFFERINGS PURCHASED BY YOU FROM TIME TO TIME OUTSIDE OF OR IN EXCESS OF YOUR PLAN, PLUS ANY APPLICABLE TAXES AND SHIPPING. EVERY TIME THAT YOU USE THE PALETA AUTO-RENEWAL SERVICE, YOU RE-AFFIRM THAT PALETA IS AUTHORIZED TO CHARGE YOUR PAYMENT METHOD AS PROVIDED IN THE AGREEMENT, AND TO HAVE ALL APPLICABLE FEES AND CHARGES APPLIED TO SAME.

(b) Payment and Billing Information. Services will only be provided after payment is processed. By providing your credit or debit card information (or other payment method accepted by Paleta from time to time) when you sign up, and as updated from time to time on your Account page (your "Payment Method"), you authorize Paleta and/or our third-party payment processor to charge your Payment Method as provided in the Agreement. Paleta is unable to accept checking account transactions, paper checks, food stamps or third-party coupons at this time. If your Payment Method cannot be authorized or is otherwise in error, we may suspend or cancel your Delivery for the affected weeks. In the event of such failure of your Payment Method, we may take reasonable steps to retry your Payment Method. We may contact you to reconfirm or update your Payment Method. We are not responsible for any fees

incurred by you when charging or retrying your Payment Method, including but not limited to, overdraft fees. You can update or change your Payment Method and other billing and payment account information by visiting your Account page on the Site or App, as applicable. In the event any such update or change is made after the Cut Off Time (as defined below) for your next scheduled Delivery, such update or change may not take effect immediately. Your right to use the Paleta Service is subject to limits established by Paleta and/or by the issuer of your Payment Method.

(c) Credit or Debit Card Temporary Authorizations. Paleta reserves the right to execute an authorization or temporary charge on your Payment Method to up to One Dollar (\$1.00) to verify that your Payment Method is valid and that the information you provide to Paleta is correct (the "Temporary Authorization"). The Temporary Authorization will expire in a few days (debit card authorizations typically expire in 24-48 hours depending on your Payment Method provider's rules). If you experienced trouble enrolling with Paleta, you may see multiple Temporary Authorizations. These Temporary Authorizations will expire in accordance with your Payment Method provider's rules.

(d) Changes, Cancellations & Other Modifications to the Plan. You may skip a week (or multiple weeks to the extent allowed) at anytime in accordance with the Agreement by visiting your Account page and following the instructions located therein, or by contacting us at Concierge@Paleta.com or 855-EAT-PALETA. You may cancel your Plan at anytime by visiting your Account page and following the instructions located therein, or by contacting us at help@Paleta.com or 855-EAT-PALETA. Changes to, or cancellations of, your Plan, or requests to skip any weekly Delivery of your Paleta AUTO-RENEWAL Service, must be received by Paleta by 12:00 p.m. in your applicable time zone, as determined by your delivery zip code, in each case at least THREE (3) days (72 business hours) before your next scheduled delivery date, in order to take effect prior to the next scheduled Delivery (the "Cut Off Time"). If you do not submit such cancellation, skip or change request before the Cut Off Time, your weekly Delivery will be shipped and you will be charged your Plan Rate as provided in the Agreement, and if you requested to change or cancel your Plan, such change will not take effect until the week following your next weekly Delivery.

(e) Gift Cards. You may purchase and/or otherwise receive Gift Cards through the Site and/or App. You must create or have an existing and valid Account with Paleta in order to redeem a Gift Card. All Accounts are subject to the Agreement in all respects. Gift Cards (which include, for purposes of the Agreement, e-gift cards and gift certificates) purchased from Paleta expire on the later of: (a) the fifth (5th) anniversary of the date of purchase or (b) any longer expiration period required by applicable law. Gift Cards may not be redeemed for cash (except in those jurisdictions that require redemptions for cash). Paleta Gift Cards may be redeemed on the Site or on the App. Redemptions of Gift Cards will result in the application of a credit to your Account in the amount of the Gift Card balance. Any Gift Card balances will be applied toward your Paleta AUTO-RENEWAL Service or any other product purchased by you from Paleta from time to time until the Gift Card is depleted. Gift Cards are not redeemable for cash or credit, except to the extent required by applicable law. Paleta is not responsible for lost or stolen Gift Cards. Lost or stolen

Gift Cards cannot be replaced (except as required by law). All sales of Paleta Gift Cards are final and non-refundable.

(f) Refunds and Credits. If you are dissatisfied with a Delivery and/or something is missing from your package, please contact us at Concierge@Paleta.com or 855-EAT-PALETA and we may, in our sole discretion, issue a credit to your Account. All requests for a refund must be made within ninety (90) days from the date that your Account was charged for the underlying Delivery. If you request a refund after the ninety (90) day period, we may, in our sole discretion, issue a Gift Card in lieu of a refund to your Account. Gift Cards are subject to additional terms and conditions. Please visit Section 3(e) of the Agreement for our Gift Card terms, conditions and policies (collectively, "Gift Card Policies").

If you participate in any referral program or other referral offer that we offer from time to time, any referral credits earned by you or sent to you must be used within 14 days from the date of issuance, unless otherwise expressly specified in the terms of such referral program or offer. Paleta reserves the right, in its absolute discretion, to determine your eligibility to participate in any referral program or other referral offer and will notify offenders of any perceived fraudulent activity which may result in, but is not limited to, Delivery and/or Account cancellation and/or cancellation of any outstanding referral or other unpaid credits.

(g) Trials. We may offer, from time to time, free or discounted trials for the Paleta AUTO-RENEWAL Service ("Trial Offers"). Any such Trial Offer lasts for the first week of your Plan only, unless expressly otherwise specified during sign-up and/or in the terms applicable to such Trial Offer. Trial Offers may not be combined with any other offers or promotions. Trial Offers are for first-time users of the Paleta AUTO-RENEWAL Service only, unless expressly provided otherwise in the terms applicable to such Trial Offers. Paleta reserves the right, in its absolute discretion, to determine your eligibility for any Trial Offer and will notify offenders of any perceived fraudulent activity which may result in, but is not limited to, Delivery and/or Account cancellation and cancellation of any outstanding referral or other unpaid credits.

We will begin automatically billing your Payment Method the Plan Rate for your Plan on a recurring, weekly basis as provided in the Agreement at the end of the Trial Offer, or as otherwise specified at the beginning of your enrollment in the Trial Offer, unless you cancel your Plan prior to the end of the Trial Offer period with proper advance notice to Paleta in accordance with this Agreement. Paleta will send an email communication after you initially enroll in the Paleta AUTO-RENEWAL Service providing information on how to cancel your Paleta AUTO-RENEWAL Service. You may cancel your Paleta AUTO-RENEWAL Service prior to the start of automatic, recurring weekly charges to your Payment Method only by following the instructions contained in the email or the Agreement. Such confirmation email will be sent in a timely manner so as to afford you sufficient time to cancel your Paleta AUTO-RENEWAL Service prior to the start of automatic, recurring weekly charges to the Payment Method provided by you at the time of sign-up. We reserve the right to authorize your Payment Method through various commercially reasonable methods.

(h) Promotions. From time to time, Paleta offers Promotions by and through the Site, App, via Partners, via Phone or other facilities or other means. By providing true and accurate information in connection with the applicable Promotion registration form(s)

and agreeing to the Promotion Rules applicable to each Promotion, you can obtain, or attempt to obtain, a chance to win the prize(s) and other awards offered through each Promotion, if any. You understand and agree that Paleta shall not be liable to you or any third party for any claim in connection with your participation in any of the Promotions.

(i) Price and Availability. We reserve the right to adjust prices in our sole discretion, at any time and without notice to you; provided, however, that we will provide you with at least ten (10) days' advance notice of any price changes associated with your Plan Rate. Your acceptance of Deliveries of the Paleta Service after such notice has been delivered to you will constitute your acceptance of such price changes, unless you cancel your Paleta AUTO-RENEWAL Service in accordance with this Agreement. All prices shown on the Site and/or in the App are in U.S. dollars. Any applicable taxes and other fees or charges are not included and are additional to any prices shown on the Site and/or in the App. Prices, taxes or other fees may vary geographically.

We strive to provide you with high-quality products. Given the perishable nature of our products, from time-to-time certain products may be unavailable due to market conditions beyond our reasonable control or to quality that is below our standards. In the event that one of our ingredients or products is unavailable for any reason, and we have a replacement item that is comparable to such ingredient or product, we may make a substitution in our discretion. All of our products are subject to availability, and we reserve the right to limit the contents of your Delivery or the quantity of a particular product that you may order.

(j) Delivery of Products. Paleta uses appropriate temperature controlled shipping solutions and may use third-party delivery companies to deliver the Paleta Service to its customers. Food products will remain fresh in your unopened package at room temperature (i.e., 78 degrees Fahrenheit) by 6pm of the delivery date for national shipments and by 9am for local delivery. You are responsible for inspecting your Delivery for any damage and to confirm the contents arrive in a cool, refrigerated condition. It is recommended that you use a thermometer to ensure that the internal temperature of any meat, poultry or fish products is and remains at or below 41 degrees Fahrenheit, pursuant to the guidelines of the USDA. To maintain the integrity and quality of food products, we strongly recommend that you immediately refrigerate all perishable items upon receipt of delivery. In the unlikely event a meat, poultry or fish product arrives at a temperature above 41 degrees Fahrenheit, you should contact us at Concierge@Paleta.com or 855-EAT-PALETA and discard the item.

The risk of loss and/or damage to the Delivery is passed entirely to you at the time of delivery. You are solely responsible for the proper and safe heating and storage of the Delivery contents following delivery. Paleta recommends that all heating and storage instructions specified be followed.

The Paleta Offerings may not be available in all geographical areas. To receive a Delivery, you must live in a residential apartment or home, or receive permission from your employer or business owner to receive shipments to a business address. Shipments may not be scheduled to business addresses for Saturday deliveries.

If something is missing from your Delivery, please contact us at Concierge@Paleta.com or 855-EAT-PALETA.

In the case of inclement weather or unforeseen delivery complications beyond our reasonable control, it may be necessary to make adjustments to our delivery schedule, which may require us to suspend, reschedule or cancel chosen delivery dates and times in our discretion. We will use commercially reasonable efforts to communicate any such delivery complications or adjustments. In the event that we are unable to make a scheduled delivery for any reason, we may, in our sole discretion, issue you a credit or refund of the purchase price for that Delivery.

(k) Dietary Preferences and Restrictions. Paleta does not guarantee the accuracy of any nutritional information provided by Paleta. Paleta will not be responsible for any loss or damage resulting from your reliance on nutritional information, nor for ensuring that whatever foods you purchase, prepare or consume are in accordance with your respective dietary needs, restrictions or preferences. Please note that excluding categories from your taste profile does not guarantee that your meals will exclude certain food product ingredients, which may contain those products. For those with fish and shellfish allergies, certain ingredients may be included in your meals including, but not limited to, fish sauce, Worcestershire sauce, curry paste or dashi powder. As such, Paleta does not allow for allergy restrictions in our meal design in order to prevent and avoid potential allergic reactions. If you have or suspect that you have an allergic reaction or other adverse health event, promptly contact your health care provider.

(l) Third-Party Information Providers and Merchants. In certain cases, the Paleta Service may permit you to order and receive products, information and services from third parties that are not owned or operated by Paleta. In such instances, Paleta acts only as the link between you and such third parties. The purchase, payment, warranty, guarantee, delivery, maintenance and all other matters concerning the merchandise, services and/or information ordered or received from such third parties are covered by their respective customer agreements and policies and are matters that should be addressed solely between you and such third parties. Paleta makes no representations or warranties of any kind, express or implied, regarding the merchandise, services and/or information received from such third parties and the fact that Paleta makes such products, information, and services available to you should not be construed as an endorsement of the third parties and/or the products, services, and information that they provide. You agree that Paleta shall have no obligation and incur no liability to you in connection with any products, information and/or services from third parties that are not owned or operated by Paleta.

4. App (in development at this time)

You shall be responsible, at all times, for ensuring that you have an applicable mobile device and/or other equipment and service necessary to access the App. Paleta does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device. Paleta does not guarantee that the App can be accessed: (a) on all mobile devices; (b) through all wireless service plans; and/or (c) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the App. You are fully responsible for all such charges and Paleta has no

liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

(a) Installation/ Download Venues. Paleta believes in providing end-users with clear, concise and complete disclosure before end-users download and install the App, including a description of the primary functions of the App. The App requires User's consent prior to installation. Paleta does not believe that end-users should be deceived into downloading or installing the App. End-users may be able to download the App by and through the iTunes Store®, Google Play® store (but only where an Android version is made available, in Paleta's sole discretion) and other applicable venues (collectively, the "Download Venues").

Google Play® is a registered trademark of Google. iTunes® is a registered trademark of Apple, Inc. ("Apple"). Please be advised that Paleta is not in any way affiliated with Apple or Google, and the Paleta Offerings are not endorsed, administered or sponsored by Apple or Google.

(b) Uninstall. The App can be completely uninstalled in a straightforward manner and without requiring undue effort or skill, in most cases by using the traditional "uninstall" app function contained within your mobile device. Please be advised that in some instances, you may be required to restart your mobile device before all remnants of the App are completely uninstalled and removed from your mobile device. If you experience any problems installing and/or uninstalling the App, please contact us via e-mail us at: Concierge@Paleta.com; or call us at: 855-EAT-PALETA.

(c) Export/Usage Restrictions. You agree that the App may not be transferred or exported into any other country, or used in any manner prohibited by U.S. or other applicable export laws and regulations. The Paleta Offerings are subject to, and you agree that you shall at all times comply with, all local, state, national and international laws, statutes, rules, regulations, ordinances and the like applicable to use of the Paleta Offerings. You agree not to use the Paleta Offerings: (a) for any commercial purposes; or (b) to conduct any business or activity, or solicit the performance of any activity, which is prohibited by law or any contractual provision by which you are bound.

5. Content

The Site and App contain Content which includes, but is not limited to, information pertaining to the Paleta Offerings, as well as regularly updated blog posts and third party links. The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein, and on the Site and in the App.

6. Interactive Services

Subject to the restrictions set forth herein, the Interactive Services will allow end-users to participate in comment sections and other interactive areas of the Site and/or App. Each end-user agrees to use the Interactive Services in full compliance with all applicable laws and regulations. Each end-user shall be solely responsible for her/his comments, opinions, statements, feedback and other content (collectively, "Feedback") posted by and through the Interactive Services. You understand and agree that Paleta shall not be liable to you, any other end-user or any third party for any claim in connection with your use of, or inability to use, the Interactive Services.

Paleta does not monitor the Feedback submitted by end-users, and operates the comment sections of the Site and App as a neutral host. The Interactive Services contain Feedback that is provided directly by end-users. You agree that Paleta shall have no obligation and incur no liability to you in connection with any Feedback appearing in or through the Interactive Services. Paleta does not represent or warrant that the Feedback posted through the Interactive Services is accurate, complete or appropriate. Paleta reserves the right to remove any Feedback from the Site and/or App at any time and for any reason, in Paleta's sole discretion.

You agree to use the Interactive Services in a manner consistent with any and all applicable laws and regulations. In connection with your use of the Interactive Services and other of the Paleta Offerings, you agree not to: (a) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (b) display any audio files, text, photographs, videos or other images containing confidential information; (c) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law; (d) impersonate any person or entity; (e) "stalk" or otherwise harass any person; (f) engage in unauthorized advertising to, or commercial solicitation of, other end-users; (g) transmit any chain letters, spam or junk e-mail to other end-users; (h) express or imply that any statements that you make are endorsed by Paleta, without Paleta's specific prior written consent; (i) harvest or collect personal information of other end-users whether or not for commercial purposes, without their express consent; (j) use any robot, spider, search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the App, Site and/or their respective content; (k) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (l) remove any copyright, trademark or other proprietary rights notices contained in the App and/or Site; (m) interfere with or disrupt the App, Site and/or the servers or networks connected to same; (n) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (o) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to mobile networks; (p) "frame" or "mirror" any part of the App and/or Site without Paleta's prior written authorization; (q) use metatags or code or other devices containing any reference to any Paleta Offerings in order to direct any person to any other mobile application or website for any purpose; and/or (r) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Paleta Offerings or any software used in or in connection with Paleta Offerings. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of your access to the App and/or Site without notice, in the

sole discretion of Paleta. Paleta reserves the right to pursue any and all legal remedies against end users that engage in the aforementioned prohibited conduct.

7. License and Proprietary Rights

(a) Copyright and Ownership. The Site, App, and all associated Content, design, text, graphics, and interfaces; as well the collection, selection, and arrangement thereof; and all associated software (collectively, the "Paleta Materials"), are the sole and exclusive property of, or duly licensed to, Paleta. Consent is granted to view, electronically copy, and print in hard copy portions of the App and Site for the sole purpose of using the Paleta Service. Any other use of the Paleta Materials, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Paleta is strictly prohibited. You acknowledge that Paleta and/or third-party content providers remain the owners of such Paleta Materials and that you do not acquire any of those ownership rights by downloading copyrighted material. Paleta reserves the right to revoke this authorization at any time, and any use shall be discontinued immediately on written notice from Paleta.

(b) Trademarks. "Paleta®," all other Paleta marks and logos, and all titles, characters, names, graphics, and button icons are service marks, trademarks, and/or trade dress of PALETA, Inc. or otherwise proprietary to PALETA, Inc., and may not be used by you for any reason other than as expressly permitted by the Agreement. All other trademarks, service marks, product names, and company names or logos appearing by and through the Paleta Offerings are the property of their respective owners and you do not acquire any ownership rights in or to such marks, logos, or names by using and/or accessing the Paleta Offerings.

8. Copyright Policy/DMCA Compliance

Paleta reserves the right to terminate any end-user's access to the Paleta Offerings where that end-user infringes upon third-party copyrights. If any end-user or other third party believes that a copyrighted work has been copied and/or posted via the Paleta Offerings in a way that constitutes copyright infringement, that party should provide Paleta with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location of the copyrighted work that such party claims has been infringed upon; (c) a written statement by such party that it has a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) such party's name and contact information, such as telephone number or e-mail address; and (e) a statement by such party that the above information in such party's notice is accurate and, under penalty of perjury, that such party is the copyright owner or authorized to act on the copyright owner's behalf.

9. Access to the Paleta Offerings

(a) Access. You will provide all equipment and services and be responsible for all data, telephone and other charges necessary to access the Paleta Offerings. You agree to comply with all applicable laws and the terms of the Agreement in connection with your use of or participation in any Paleta Offerings. You hereby represent that you are at least eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in your jurisdiction), and have

the requisite power and authority to enter into the Agreement and perform your obligations hereunder.

You acknowledge that from time to time the Site, App and/or other Paleta Offerings may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which Paleta may undertake from time to time; or (c) causes beyond the reasonable control of Paleta or which are not reasonably foreseeable by Paleta. Paleta shall not be liable to you in any such event.

(b) ID Number and Passwords. Access to the Paleta Service is accomplished through the use of a registered email address and a password that you choose upon your registration for the Paleta Service, as updated from time to time. You are solely responsible for any authorized or unauthorized access to your Account by any person. You agree to bear all responsibility of the upkeep and maintenance of an accurate and active email address for access to the Site and App, or receipt of transactional, Account-related or marketing email communications or other communications relating to the Paleta Offerings. You agree to bear all responsibility for the confidentiality of your password. You agree to notify Paleta promptly of any unauthorized use of your password or Account and you will remain liable for any unauthorized use of the Paleta Service.

(c) Your Account/Registration. You are responsible for all charges (including applicable taxes) to your Account in connection with your use of the Paleta Service, including in connection with your Plan and/or any other add-on or other purchases that are selected for purchase from time to time, by you or anyone you allow to use your Account and password to access the Paleta Service.

In order to access the Paleta Offerings, you must provide some or all of the following information: (a) your full name; (b) your e-mail address; (c) your mailing and/or billing address; (d) your telephone number; (e) your Payment Method information; (f) information pertaining to your alternative receiver of product ; and (g) any other information requested by Paleta (collectively, "Account Information"). You agree and accept responsibility for keeping all your Account Information current, up to date and accurate in all respects. You can update your Account Information by visiting your Account page on the Site or App, as applicable, or by contacting us at Concierge@Paleta.com or 855-EAT-PALETA. Please do not send credit card or other payment information via email. You agree that you will not provide fraudulent Account Information and that you are solely responsible for any Account Information that you provide to Paleta, and accept responsibility for all activities that occur under your Account or password and for restricting access to your computer and mobile device(s), as applicable.

(d) Privacy Policy. All Account information and feedback that you submit to us remains subject to our Privacy Policy at all times. Please review our Privacy Policy, which also governs your use of the Site and App, and use of the Paleta Service, before submitting Account Information and/or feedback, to better understand our privacy practices.

10. Representations and Warranties

Each end-user hereby represents and warrants to Paleta as follows: (a) the Agreement constitutes such end-user's legal, valid and binding obligation which is fully enforceable against such end-user in accordance with its terms; (b) such end-user understands and agrees that such end-user has independently evaluated the desirability of utilizing the Paleta Offerings and that such end-user has not relied on any representation and/or warranty other than those set forth in the Agreement; (c) such end-user's performance under the Agreement, such end-user's use of the Paleta Offerings and her/his Feedback (if applicable) will not: (i) invade the right of privacy or publicity of any third person; (ii) involve any libelous, obscene, indecent or otherwise unlawful material; (iii) violate any applicable law; and/or (iv) otherwise infringe upon the rights of any third parties including, without limitation, those of copyright, patent, trademark, trade secret or other intellectual property right, false advertising, unfair competition, defamation, invasion of rights of publicity, invasion of rights of celebrity, violation of any anti-discriminatory law or regulation, or any other right of any person or entity; and (d) if applicable, such end-user will be solely responsible for her/his feedback.

11. Indemnification.

Each end-user agrees to indemnify, defend and hold Paleta and the Paleta Parties (as defined below) harmless from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from or related to: (a) her/his feedback; (b) any dispute between that end-user and any other end-user or third party; (c) that end-user's breach of the Agreement and/or any representation or warranty contained herein; (d) any allegation that such end-user (or that end-user's feedback) has infringed upon the trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right of any third party; (e) any claim that such end-user's use of the Paleta Offerings has violated any applicable law; and/or (f) such end-user's use of the Paleta Offerings in any manner whatsoever.

12. Warranty Disclaimer

THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, PALETA MAKES NO WARRANTY THAT THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL RESULT IN ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. PALETA WILL NOT BE LIABLE

FOR THE AVAILABILITY OF THE UNDERLYING INTERNET AND/OR MOBILE NETWORK CONNECTION ASSOCIATED WITH THE PALETA OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PALETA OR OTHERWISE THROUGH OR FROM THE PALETA OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, PALETA DOES NOT ENDORSE END-USER CONTENT OR FEEDBACK AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY FEEDBACK.

13. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PALETA, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "PALETA PARTIES"), SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PALETA OR THE APPLICABLE PALETA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE PALETA OFFERINGS; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR ACCOUNT INFORMATION; (D) THE FAILURE TO REALIZE ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; AND/OR (E) ANY OTHER MATTER RELATING TO THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE PALETA AND THE PALETA PARTIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF PALETA TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE AS SET FORTH IN THE DISPUTE RESOLUTION PROVISIONS OF THESE TERMS AND CONDITIONS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE PALETA OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY YOU OR PALETA MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE SUBJECT CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND PALETA. ACCESS TO THE PALETA OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON

LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF PALETA SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Dispute Resolution Provisions

In the event of any dispute, controversy or claim arising out of or relating to the Paleta Offerings or the Agreement, or any provisions of the Agreement, or the breach of same by any party hereto: (a) each of you and Paleta agree to submit such dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be request by contacting Concierge@paleta.com. We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties, in your county of residence, by filing a separate Demand for Arbitration, which is available Here. For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing contained herein shall be construed to preclude any party from: (i) seeking injunctive relief in order to protect its rights pending an outcome in arbitration; and/or (ii) pursuing the matter in small claims court rather than arbitration. We may have a right to an award of attorneys' fees and expenses if we prevail in arbitration.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Paleta or the Paleta Parties. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Paleta incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you agreed to, or are deemed to have agreed to, the Agreement as provided hereunder.

15. User content and Material.

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on the Site, on

any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Snapchat, and Pinterest, which are tagged with #PALETAPICS or any other Paleta promoted hashtag (collectively "User Content") shall be deemed non-confidential and nonproprietary. By submitting or posting any User Content, you grant to Paleta and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to this Agreement or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. Paleta will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. Paleta shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. Paleta retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in this Agreement, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Site, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by Paleta, you will furnish Paleta any documentation, substantiation or releases necessary to verify your compliance with this Agreement.

You are solely responsible for the User Content and you hereby agree to indemnify and hold Paleta and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Paleta does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge Paleta and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by Paleta or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity. You acknowledge and agree that Paleta has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. Paleta acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If Paleta becomes aware of any User Content that allegedly may not conform to these Terms, Paleta may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. Paleta has no liability or responsibility to end-users for performance or nonperformance of such activities.

PALETA HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST PALETA FOR SUCH REMOVAL AND/OR DELETION. PALETA IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SITE. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SITE OR ANY OTHER SITES OR PLATFORMS.

16. Miscellaneous

(a) Termination. The Agreement is effective upon your acceptance as set forth herein and shall continue in full force and effect until terminated. Paleta may suspend or terminate the Agreement or any Paleta Offerings or remove or disable access to all or any portion of the Paleta Offerings at any time for any reason or for no reason with or without notice to you. You may terminate your Paleta Service account at any time for any reason or for no reason by delivering notice in the manner provided above, which termination will be effective the day notice is received or such later date specified in the notice. Paleta reserves the right to collect fees and charges incurred before you cancel your Paleta Service account. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancelation.

(b) Third Party Websites. The Paleta Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation,

the Social Media Pages. Paleta does not control the information, products or services made available on, by or through these third party websites. The inclusion of any link does not imply endorsement by Paleta of the applicable website or any association with the website's operators. Because Paleta has no control over such websites and/or resources, each end-user agrees that Paleta is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of any end-user's data privacy by third parties. Each end-user further agrees that Paleta shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on, by or through any such website.

(c) Notices. Paleta may give notice to you of any change or any other communication related to the Agreement through a general posting on the Site and in the App, by email, or by conventional mail to your address contained in the data provided by you in your account. You may give notice to Paleta by emailing Concierge@Paleta.com or by conventional mail to:

PALETA, Inc. | 705 Vesta Street | Inglewood | CA | 90302 | Attn: Concierge

(d) Entire Agreement; Severability; Waiver; Relationship of the Parties; Headings; Assignment. The Agreement represents your entire agreement with Paleta regarding your use of the Paleta Offerings. To the extent that anything in or associated with the Paleta Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence provided, however, that with respect to the: (a) Promotions, to the extent that anything in these Terms and Conditions is inconsistent with the applicable Promotion Rules, those Promotion Rules, as applicable, shall take precedence; and (b) Gift Cards, to the extent that anything in these Terms and Conditions is inconsistent with the applicable Gift Card Policies, those Gift Card Policies shall take precedence. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed, in accordance with applicable law, as nearly as possible to reflect the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Paleta may, with or without notice to you and in its sole discretion, assign the Agreement and/or any of its rights or delegate its duties under the Agreement to any third party for any purpose. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(e) Third-Party Beneficiaries. You agree that the Agreement is not intended to confer and does not confer any rights or remedies upon any person other than you, Paleta, and Paleta Parties; provided, however, that the provisions of the Agreement are for the benefit of the Paleta Parties, and each shall have the right to assert and enforce the provisions directly on its own behalf. The Agreement and all obligations and restrictions placed upon you or your permitted users by the Agreement shall survive termination of the Agreement and your Paleta Service account.

(f) Promotional Emails. As a registered user of the Paleta Offerings, you agree to receive promotional emails from Paleta from time-to-time. These promotional emails may include, but are not limited to: weekly menus, promotional offers, membership information, information about Paleta products and/or services or information about third party products and/or services that we think may be of interest to you. Paleta will never sell, rent or share your email address except to the limited extent set forth in the Privacy Policy, or otherwise in the Agreement, or in cases in which you have otherwise consented for Paleta to do so.

PALETA INC PRIVACY POLICY

This privacy policy sets out how PALETA uses and protects any information that you give PALETA when you use this website. PALETA is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. PALETA may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Please also visit the PALETA Terms and Conditions ("Terms and Conditions") that explain other terms governing the use of our Site and associated PALETA Offerings. All references to "PALETA," "we," "our," "ours" and "us" and similar terms are to PALETA and its affiliates, unless the context otherwise requires.

This PALETA Privacy Policy ("Privacy Policy") describes the types of personal information we may collect, how we may use this information and when (under certain circumstances) we may disclose this information. This Privacy Policy also details the steps we have taken to secure your personal information. You agree to the terms and conditions of this Privacy Policy in their entirety when you: (a) access or use the Site; (b) access and/or view any of the video, audio, stories, text, photographs, graphics, artwork and/or other content featured on the Site (collectively, "Content"); (c) sign up to receive the PALETA service, which includes processing and delivery of orders (the "PALETA Service"); (d) access links to PALETA's social media pages/accounts on third party social media websites, such as Facebook®, Instagram®, Pinterest®, Twitter® and YouTube® (collectively, "Social Media Pages"); (e) enter one of the sweepstakes, contests and/or promotions offered by PALETA from time to time ("Promotions"); and/or (f) utilize the Site's many interactive features designed to facilitate interaction between the end-user, PALETA and other Site users including, but not limited to, blogs and associated comment sections located in designated areas of the Site (collectively, the "Interactive Services" and together with the Site, Content, PALETA Service, Social Media Pages and Promotions, the PALETA Offerings).

IF YOU DO NOT AGREE TO TERMS OF THIS PRIVACY POLICY IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE PALETA OFFERINGS.

Communications

When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications (including legal notices) from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In addition, we may deliver communications

(including legal notices) to you at the street address provided in your Program account. Finally, we may deliver communications to you by any means set forth in any other policy or notice we publish on the Website.

Links To Other Sites

The Website may reference or link to third-party sites throughout the World Wide Web. PALETA has no control over these third-party sites or the content within them. PALETA cannot and does not guarantee, represent or warrant that the content contained in these third-party sites is accurate, legal, or inoffensive. PALETA does not endorse the content of any third-party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. PALETA does not assume any responsibility or liability for the actions, product, services, and content of all these and any other third parties. If you choose to link to or use a third-party website, you should carefully review such third party's privacy statement and other terms and conditions of use. By using the Website to search for or link to another third-party site, you agree and understand that you may not make any claim against PALETA for any damages or losses, whatsoever, resulting from your use of the Website to obtain search results or to link to another site. Facebook® is a registered trademark of Facebook, Inc. ("Facebook"). LinkedIn® is a registered trademark of LinkedIn Corporation ("LinkedIn"). Pinterest® is a registered trademark of Pinterest, Inc. ("Pinterest"). Twitter® is a registered trademark of Twitter, Inc. ("Twitter"). YouTube® is a registered trademark of Google, Inc. ("Google"). Please be advised that PALETA™ is not in any way affiliated with Facebook, Google, LinkedIn, Pinterest or Twitter, and the PALETA Offerings are not endorsed, administered or sponsored by any of those parties.

Indemnity

You agree to defend, indemnify, and hold PALETA and Providers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

Product And/Or Service Feedback

We do, however, welcome your feedback regarding many areas of our existing business. If you want to send us your feedback, and we hope you do, we simply request that you send us an email to concierge@paleta.com or by calling 855.EAT.PALETA. Please provide only specific feedback on existing PALETA products or marketing strategies; do not include any ideas that our policy will not permit us to accept or consider. It's just one more way that we can learn how to best satisfy your needs.

Feedback And Information

Any feedback you provide at this site shall be deemed to be non-confidential. We shall be free to use such information, including testimonials and success stories, on an unrestricted basis.

Creating An Account

Visitors to this Site may be required to create an account with us if they purchase any products through this Site or may be asked to fill out a contact us, profile or

registration form to qualify for certain rewards or promotions, which requires them to fill out certain information about themselves. Through this process, we collect your information (like your telephone number, credit card information and physical and/or e-mail addresses) and a user chosen password. The information we collect is used for our own internal tracking purposes - identification, shipment, product and service selection, evaluation, for billing purposes, to fulfill your orders, to verify entry into a Promotion, to ship any prizes won in connection with the applicable Promotion, to communicate with you about your order and this Site, and for internal data modeling and marketing purposes. If we encounter a problem when processing your order, we will use the personal information to contact you. We also use this contact information from time to time to send you mailings, email alerts and other materials about PALETA, Inc. including information related to this Site and product updates. We also retain certain portions of your contact information for our internal records.

Email Addresses. Some areas of the Site allow you to enter your email address for purposes including, but not limited to: registering for a particular service or activity, registering to enter a Promotion or opening a PALETA account. If you choose not to provide your email address when prompted, you may not be able to engage in some or all of those activities.

INFORMATION WE AUTOMATICALLY COLLECT

Retargeting/Remarketing. PALETA may work with third parties to allow such third parties to show PALETA's ads on sites other than PALETA.com, and to permit third parties to use cookies to serve ads to you based on your past visits to the PALETA.com website. If you do not wish to permit these activities, you may opt out by visiting the Network Advertising Initiative opt-out page here:

<http://www.networkadvertising.org/choices/>

Data-Append Services. PALETA may work with one or more data-modeling and/or data-append services, such as Experian, which allow PALETA to learn more about you from other websites, based on the information you have permitted PALETA to gather directly (including your email address).

Non-Personally Identifying Information Log Information. When you access the PALETA Site our servers automatically record information that your browser sends whenever you visit a website. This includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the Site, track users' movement in the aggregate, and gather broad demographic information for aggregate use. This log information is not linked to personal information unless you are an active customer, or have otherwise provided such information to us. Third parties may also use tracking technologies such as web beacons, images, scripts and cookies to track information in the aggregate on our Site for analytics purposes. PALETA does not control these third-party technologies and their use is governed by the privacy policies of third parties using such technologies. For more information about third-party advertising networks and similar entities that use these technologies, see www.aboutads.info/consumers, and to opt-out of such ad networks' and services' advertising practices, go to www.aboutads.info/choices.

Cookies. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its

operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Disclosure And Use Of Collected Information

We may provide aggregate information about visitors to this Site and our customers, sales, Site traffic patterns and related Site information to our affiliates, including without limitation our parent, subsidiaries, predecessors, successors and assigns or any entity merged into or with PALETA, Inc. (if any).

Legally Compelled Disclosure of Information. We may disclose any and all information when we, in good faith, believe that the law requires it or if disclosure is necessary to protect our legal rights.

Use of Information. We use collected information for many purposes, including, but not limited to, administering and improving this Site, diagnosing problems with our systems, developing new ideas and services, and communicating with you. We do not share your personally identifiable information (including any information you provide to us or information gathered through the account registration process such as name, email address) with other third party companies for their commercial or marketing use without your consent, other than to process any requests or other matters related to this Site. We do share non-personally-identifiable information (such as anonymous user usage date, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions and/or functionality on this Site.

We do not sell or rent information about our customers and all information provided to PALETA remains absolutely confidential, except that:

A. We may share aggregate or summary information regarding our customers with partners, advertisers or other third parties. This data will never identify you personally.

B. We may share information with companies that provide support services to us (such as a printer, mailing house, fulfillment company, delivery company or web host) or that help us market our products and services. This information may also be shared with marketers whose products or services we feel may be of interest to you. These companies may need information about you in order to perform their functions. These companies are not authorized to use any personal information we share with them about you for any other purpose.

C. We (including, for all purposes hereof, any third parties that provide support services to PALETA in connection with the PALETA Offerings, such as printers, mailing houses, fulfillment companies, delivery services or web hosts) will use your personal

information, such as the telephone number and email address that you provide to PALETA, to communicate with you about your AUTO-RENEWAL, orders and deliveries of the PALETA Offerings. We may contact you following your initial order and from time to time thereafter by telephone regarding your AUTO-RENEWAL, orders and deliveries of the PALETA Offerings. We may contact you from time to time by text message regarding delivery times and order status or other important information regarding your AUTO-RENEWAL, orders and deliveries of the PALETA Offerings. If you submit your email address to open a PALETA account, we use it to deliver the information to you. In addition, if you submit your email address or telephone number in connection with registering for a Promotion, we may use your email address or telephone number to communicate with you regarding your participation in the applicable Promotion.

D. We may publicly disclose the name, city, and state of the winner of any online sweepstakes.

E. We may share your personal information with other members of an information co-op, whereby data from each member is shared with all other members of the co-op.

F. As we develop our business, we might sell or buy businesses or assets. In the event of a company sale, merger, reorganization, dissolution, or similar event, the personal information and other information you provide to us or that we have gathered about you may be part of the transferred assets.

G. We may publish your testimonials about PALETA, including on our websites and blogs, and on social networks (if we choose to publish your testimonial, we will include only your first name, last initial, city and state).

H. We may be required to disclose such information in response to subpoenas, court orders, requests from law-enforcement officials, or if we are otherwise required to disclose such information by law. If we believe disclosure is necessary or appropriate to protect against and prevent fraud, unauthorized transactions, claims and other liabilities, and manage risk exposure of PALETA, our customers or others, we may disclose your information as required. This includes identifying potential hackers and other unauthorized users to your account. We use this information to process, validate, confirm, verify, deliver and track your purchases (including by processing payment card transactions, arranging shipping and handling returns and refunds, and contacting you about your orders, including by telephone).

Our Security Measures

We take reasonable security measures in order to protect the loss, misuse and alteration of the information we collect from you.

Shopping on the Site is easy, secure and worry-free. We have taken several measures to guarantee that your order and your credit card information are safe and secure. Our servers use Secure Sockets Layer (SSL), an advanced encryption technology.

SSL is considered the industry standard and is among the leading software available to encrypt online transactions. Your personal information including your name, credit card number and address is encrypted so that it cannot be read as it is transmitted over the Internet. Regardless of these efforts, no data transmission over the Internet can be guaranteed to be 100% secure. Therefore, any information you transmit to us is sent at your own risk.

To further protect yourself, you should safeguard your PALETA account username and password and not share that information with anyone. You should also sign off your account and close your browser window when you have finished your visit to our sites.

How To Correct Your Information

You have the ability to correct or change any information, which you have previously provided to us by going to your client dashboard settings on the Site or by sending email to concierge@paleta.com. You may change this information at any time and as often as necessary.

Opt Out

Visitors and Authorized Customers may opt out of receiving unsolicited information from or being contacted by us and/or our vendors and affiliated agencies by responding to emails as instructed, or by contacting us at concierge@paleta.com.

Your California Privacy Rights

California Civil Code Section 1798.83 permits those customers that are California residents to request certain information regarding our disclosure of your personal information to other parties for their direct marketing purposes. To make such a request, please send an email to concierge@paleta.com

Non-U.S. Information

You agree that your information will be held by PALETA in the United States and may also be held and accessed by PALETA staff and third parties working for PALETA inside and outside the United States. If your information is gathered outside the United States, you agree that it may be transferred to PALETA's United States offices to be used for these purposes, and it may be transferred to and shared with any of PALETA's worldwide locations.

Employees, Access, Training And Expectations

Our business values, ethical standards, policies and practices are committed to the protection of customer information. In general, our business practices limit employee access to confidential information and limit the use and disclosure of such information to authorized persons and processes.

Merger, Sale Or Change In Control

In the event that PALETA, Inc. is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Offline Collection, Use & Disclosure Of Information

The majority of information that we collect is obtained through our Site, and this Privacy Policy applies only to that online collection of personal information, as well as the collection of personal information at one of our food trucks. We also collect information offline, where we also try to protect the privacy of your personal information. One example involves someone calling us to place an order or to ask questions. When someone calls, we will ask only for the personal information we

need in order to place the order or to answer the question. When we need to store information (such as order information), we will enter it into our database through SSL encryption. (See the Protecting Your Information section above for more information).

Changes To Terms And Privacy Policy

In the future, we may make changes to this Privacy Policy. The revised Privacy Policy will be displayed via a link on this Site so that you will know what types of information we gather and the categories of other parties with whom we may share the information. Use of this Site constitutes acknowledgment and acceptance of this Privacy Policy and our right to modify such Privacy Policy without additional notice.

Medical

All clients are encouraged to consult with their personal physician or nutritionist before beginning our meal plans or any dietary program. PALETA makes no claims whatsoever as to the effect upon your health of our products. The statements on PALETA.com have not been evaluated by the Food and Drug Administration. PALETA products are not intended to diagnose, treat, cure, or prevent any diseases.

We further do not guarantee that our food programs, organic cold-press juice detoxes and/or PURIFY CLEANSE will enable the proposed physical/medical benefits of these programs, nor do we guarantee that all clients' likes/dislikes will be excluded from every meal or snack. We are not responsible for injuries or fatalities that result from the inadvertent inclusion and/or ingestion of client dislikes or any PALETA product.

You understand and acknowledge that your consumption of the food and beverage products sold by PALETA may cause illness, personal injury or death, and that such products may become adulterated, may contain harmful ingredients and may cause allergic reactions. You represent that you have independently investigated the advisability of consuming unpasteurized juices and the specific products sold by PALETA, and have consulted your Healthcare Professional in that regard.

Allergies

If you have a life-threatening allergy, we strongly suggest you do not order a PALETA program. PALETA does not accommodate Allergies. Paleta meals are produced in a facility that also handles eggs, seafood, gluten, dairy, soy, shellfish, and nuts. you understand and acknowledge that your consumption of the food and beverage products sold by PALETA may cause illness, personal injury or death, and that such products may become adulterated, may contain harmful ingredients and may cause allergic reactions.

Sample Menus & Representation

Sample menus and picture representation of PALETA programs may not present exact product due to seasonality and availability of product.

Refunds

If there is anything wrong with your delivery or shipment please call us and/or take a photo and email it to concierge@paleta.com immediately. If we do not receive communication regarding discrepancies within a 24-hour period upon receipt of PALETA product/service, there will be no adjustments to your account. Refunds on promotional purchases will be calculated charging full price for days of service used,

the remaining amount will be refunded to your original form of payment. Any meal credits issues to your Paleta account can only be used for future purchases and are not available for refund.

MEAL PLANS: While we make every effort to meet your culinary needs, we do require same day notice of any issues or problems for your daily delivery, juices, or CLEANSE to be eligible for any credits or returns. For local meal delivery, we cannot provide meal credits or returns for food preferences that were not provided by the client upon enrollment or in writing via email. Any changes to an account must be made 3 business days (72 hours) in advance of the requested changes (this includes menu, client profile, allergens, food preferences, start and/or stop dates, cancellations, additional meal requests, and/or change of delivery location). **For all PALETA services, any changes must be made 3 business days in advance.** If PALETA is not notified of requested changes within 3 business days of said request, client may be subject to a service charge equivalent to a minimum 75% of the total requested changes. Refunds will be applied no later than 30 days following written cancellation notification to PALETA.

PURIFY CLEANSE: If you are not satisfied with your PURIFY CLEANSE program, you may request a refund following the required PALETA notification timeline of 3 business days. There are no refunds for open canisters of PURIFYPLUS. Unopened canisters can be returned, at the expense of the client. Upon receipt of the unopened canister, PALETA will refund the cost of the canister. REFUND REQUESTS MUST BE MADE IN WRITING and submitted to CONCIERGE@PALETA.COM. Refund will be processed no later than 30 days of written notification and/or receipt of canister.

POWER UP SNACKS: POWER UP Snacks are non-refundable. If there is a quality issue with our product, please email CONCIERGE@Paleta.com. We must be notified in writing within 12 hours of receipt of the delivery.

PRESSED BEVERAGES: PRESSED Organic Cold-Pressed Juices are non-refundable. If there is a quality issue with our product, please email CONCIERGE@Paleta.com. We must be notified in writing within 12 hours of receipt of the delivery.

PALETA MEAL DELIVERY PLANS

Your meals are packaged in an insulated cooler bag and packed with ice packs to maintain freshness. Your meals should then be refrigerated until eaten. PALETA is not responsible for spoilage of meals due to prolonged exposure to sunlight. We recommend that all meals be left in a delivery location with adequate shade for such time that meals are left outdoors and unrefrigerated. Meals should be consumed within 3 days of receipt for maximum enjoyment, freshness and safety. Meals may be left unrefrigerated in cool shaded areas for up to 8 hours. Meals will be delivered daily between 6PM and 6AM, with the exception of weekend meals (Saturday and Sunday), which will be delivered on Saturdays only. A minimum order of \$25/household/day applies to all purchases. If the order does not meet this minimum, a surcharge will be applied to make up the difference. A minimum 7-day purchase is required for initial orders only. PALETA reserves the right to implement a fuel surcharge for delivery vehicles in the event of inflated gasoline prices. PALETA accepts payment by credit card only (Visa, MC, Amex, Discover). Clients are billed in advance of each meal cycle.

Coolers and ice packs...

Please place your ice packs and empty coolers in your designated drop off/pickup location by 10PM in advance of your next scheduled delivery. We will exchange your old cooler bag and ice packs with the new food-filled coolers daily. You will be

charged a one-time, refundable deposit of \$25; additional charges will be levied for the loss of more than 1 cooler and 2 ice packs. At the end of your service please login to the Client Control Panel and click on the Cooler Bag Pick Up tab to schedule a final cooler and ice pack pick-up. You may also email us at conciierge@paleta.com to schedule a pick-up. We ask our clients to please make sure to place their bags outside per the schedule as we will reluctantly have to levy a \$5 surcharge for failed pick-up attempts. We definitely don't want to do this, so please let us know if you need to change the original scheduled pick-up for any reason and we will happily reschedule.

PALETA PRESSED Juices

Customer acknowledges that there may be some subtle fluctuation in taste and appearance of PALETA PRESSED Juices due to natural variance in the fresh organic ingredients we receive from our produce suppliers daily. Customer acknowledges that our PALETA PRESSED Juices are made with organic, raw, unpasteurized ingredients and may contain bacteria that could cause serious illness in children, expectant moms, the elderly and those with weakened immune systems. It is very important to keep our juices refrigerated and enjoy them by the expiration date. Please see the expiration date on each bottle for its specific recommended shelf life.

Local Deliveries

Local deliveries of our PRESSED Juices arrive on your doorstep by 6AM on your delivery start date. Local deliveries arrive daily for each day of detox. Please place your ice packs and empty coolers in your designated drop off/pickup location by 10PM in advance of your next scheduled delivery.

National Shipments

We deliver your PRESSED Juices straight to your door using FedEx Overnight in a recyclable shipping box with ice packs. Just take them out of the cooler and put them straight into your fridge. It is imperative they be refrigerated at all times until consumed.

Most of the time your package will be on your doorstep by 11:00am, but in more remote locations it might arrive in the late afternoon. Since FedEx handles your PALETA delivery we have no control over what time your package will arrive, nor can guarantee a specific time. Don't worry; munch on fresh fruit, celery or cucumber until it arrives. We encourage you to contact us with any questions.

BOXED WATER is not included in any national shipment of PALETA PRESSED.

PALETA PURIFY CLEANSE

Local Deliveries

With local delivery in Los Angeles and Detroit, our CLEANSE will be delivered to your door in insulated coolers. Please place your ice packs and empty coolers in the same place you designated for your drop-off before 10:00pm on the evening prior to your next delivery. We will exchange your old cooler bag and ice packs with the new food-filled cooler.

National

National CLEANSES are delivered in multiple shipments via FedEx in bio compostable boxes with ice packs. Your CLEANSE will arrive by 4:30pm on Tuesday afternoon for your Wednesday start date.

For All National Shipments

****NATIONAL DELIVERY ALERT & SUGGESTION:** We highly recommend you consider having your PALETA package delivered to your workplace mid-week. While PALETA does NOT require a signature for delivery, FEDEX reserves the right to NOT deliver items to locations they deem unsafe or unprotected. PALETA has no control over this policy and your precious PRESSED may spoil if not retrieved and enjoyed soon after delivery. We wish we could hand deliver it to you personally!

Last Updated

These policies were last updated June 2015. © Copyright 2015 PALETA, Inc. All rights reserved.

Office Hours

Monday – Friday 7:00am to 6:00pm

Saturday 7:00am – 12:00pm

Sundays – Closed