

Terms and Conditions Agreement

Sauce Consumers

Effective: 1 February 2021

Please read the terms and conditions carefully. The terms and conditions (“Agreement”) constitute a legal agreement between you and Sauce Capital Operations LTD, a company limited by shares, registered in Abu Dhabi Global Market (“ADGM”) and its subsidiaries and affiliated companies, including Sauce Capital Holding LTD, Chew App LTD and Sauce Capital Investments SPV LTD (collectively, “sauce,” “we,” “us,” or “our”).

1. Acceptance of this Agreement

Sauce, including its wholly-owned application branded “Chew”, provides an online connection, using web-based technology that connects you and independent delivery contractors (“Contractors”). Sauce’s software permits consumers to place orders for food and/or other goods from Sauce, either for delivery or pickup (the “Software”). Once a delivery order is made, the Software notifies Contractors that a delivery opportunity is available and the Software facilitates completion of the delivery to the consumer. Once a pickup order is made, the Software communicates with the customer regarding the availability of the order for pickup. Sauce is not a delivery service.

If you use our Chew mobile application, install or use any other software supplied by Sauce, or access any information, function, or service available or enabled by Sauce (each, a “Service” and collectively, the “Services”), or complete the Sauce account registration process, you, your heirs, assigns, and successors (collectively, “you” or “your”) hereby represent and warrant that:

- (a) you have read, understand, and agree to be bound by this Agreement;
- (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with Sauce; and
- (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms “User” and “Users” refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.

[If you have any questions in relation to this Agreement and/or our Services, please contact us at 800 766 48.](#)

2. Modifications

Sauce reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

3. Additional Terms and Policies

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Sauce's Privacy Policy, which is incorporated in this Agreement by reference. You also agree to abide by any additional Sauce policies for Users that are published on our website or mobile application. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.

4. Rules and Prohibitions

Without limiting other rules and prohibitions in this Agreement, by using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, Sauce employees, or our community.
- (b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.
- (c) You will only access the Services using means explicitly authorized by Sauce.
- (d) You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
- (e) You will not use the Services to cause nuisance, annoyance or inconvenience.
- (f) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, User or Contractor, unless Sauce has given you prior permission to do so in writing.
- (g) You will not copy or distribute the Software or any content displayed through the Services, including Merchants' menu content and reviews, for republication in any format or media.
- (h) You will not compile, directly or indirectly, any content displayed through the Services except for your personal, non-commercial use.
- (i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.
- (j) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.
- (k) You will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party.

(l) You will not use the Services in any way that could damage, disable, overburden or impair any Sauce server, or the networks connected to any Sauce server.

(m) You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any Sauce server.

(n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures Sauce may use to prevent or restrict access to the Services or use of the Services or the content therein.

(o) You will not deep-link to our websites or access our websites manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of our websites or any content on our websites.

(p) You will not scrape or otherwise conduct any systematic retrieval of data or other content from the Services.

(q) You will not try to harm other Users, Sauce, or the Services in any way whatsoever.

(r) You will not engage in threatening, harassing, racist, sexist or any other behaviour that Sauce deems inappropriate when using the Services.

(s) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.

(t) You will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time users.

(u) You will not attempt to undertake any of the foregoing.

In the event that we believe or determine that you have breached any of the aforementioned, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion.

5. Contractors Are Independent

You understand and agree that Sauce provides a technology platform connecting you with independent third-party contractors who provide delivery services (“**Contractors**”). You acknowledge and agree that Sauce does not itself offer delivery services, and has no responsibility or liability for the acts or omissions of any Contractor. Sauce is not in the delivery business nor is it a common carrier. Sauce provides a technology platform facilitating the transmission of orders by Users to Sauce for pickup or delivery by Contractors. Sauce will not assess or guarantee the suitability, legality or ability of any Contractor. You agree that Sauce has no responsibility or liability for acts or omissions by any Contractor.

You agree that title to the goods passes from Sauce to you at Sauce’s location, and that, for delivery orders, the Contractor will be directed by your instructions to transport the products to your designated delivery location. You agree that the Contractor does not hold title to or acquire any ownership interest in any goods that you order through the Services

[If your order is delivered by a rider to your provided location, but the rider can't get a hold of you, the rider will wait at your location for the next 10 minutes. If no one is available to collect this order, after](#)

[10 minutes of waiting, the rider will be asked to leave with the food. In this event, you'll still be charged for your order.](#)

[If your order is delivered by a rider to your provided location, and the rider speaks to you by phone, and you ask the rider to leave your order at the door, we will not be liable for any damage, spillage or spoilage of the order.](#)

6. User Account

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Sauce immediately. Sauce will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Sauce or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Sauce has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Sauce has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). We may enable or require you to use a single pair of login credentials to use the Sauce and/or Chew services. You agree not to create an account or use the Services if you have been previously removed by Sauce, or if you have been previously banned from use of the Services.

7. User Content

(a) **User Content.** Sauce may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, "**User Content**"). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services. You further represent and warrant that any User Content that you submit, post and/or otherwise transmit through the Services (i) does not violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) does not contain material that is false, intentionally misleading, or defamatory; (iii) does not contain any material that is unlawful; (iv) does not violate any law or regulation; and (v) does not violate this Agreement. You hereby grant Sauce a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully [sublicensable](#) right and license to use,

copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with Sauce's business and in all forms now known or hereafter invented ("**Uses**"), without notification to and/or approval by you. You further grant Sauce a license to use your username, first name and last initial, and/or other User profile information, including without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to Sauce herein shall survive termination of the Services or your account. Sauce reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that Sauce may monitor and/or delete your User Content (but does not assume the obligation) for any reason in Sauce's sole discretion. Sauce may also access, read, preserve, and disclose any information as Sauce reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security, or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of Sauce, its Users and the public.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to Sauce through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Sauce has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Sauce a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Sauce ("**Ratings**" and "**Reviews**"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by Sauce and do not represent the views of Sauce or its affiliates. Sauce shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with Sauce; (ii) any Rating or Review you submit will comply with applicable laws and regulations; and (v) your Rating or Review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating

or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

8. Communications with Sauce

By creating a Sauce account, you electronically agree to accept and receive communications from Sauce, Contractors, or third parties providing services to Sauce including via email, text message, calls, and push notifications to the cellular telephone number you provided to Sauce. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages sent by or on behalf of Sauce, its affiliated companies and/or Contractor, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing Settings in your account. To opt out of receiving promotional text messages from Sauce, you must reply "STOP" from the mobile device receiving the messages. For purposes of clarity, delivery text messages between you and Dashers are transactional text messages, not promotional text messages.

9. Electronic consent

By creating a Sauce account, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing Sauce at app@saucecapital.co with "Revoke Electronic Consent" in the subject line.

To view and retain a copy of this disclosure, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email Sauce at app@saucecapital.co with contact information and your mailing address.

Field Code Changed

10. Intellectual Property Ownership

Sauce alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by Sauce. Sauce names, Sauce logos, and the product names associated with the Software and Services are trademarks of Sauce or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

11. Payment Terms

(a) **Prices & Charges.** You understand that: (a) the prices for menu or other items displayed through the Services may differ from the prices offered or published by Merchants for the same menu or other

items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold; (b) Sauce has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) Sauce reserves the right to change such prices at any time, at its discretion. For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final in-store totals. In those situations, Sauce reserves the right to charge your payment method the final price after checkout. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on Sauce's income). In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, Sauce reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by Sauce or its payments processor, using the preferred payment method designated in your account. If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your Use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.

(b) **No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable except as provided in our Refunds Policy. Sauce has no obligation to provide refunds or credits, but may grant them, in each case in Sauce's sole discretion and in accordance with our Refunds Policy.

(c) **Promotional Offers and Credits.** Sauce, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Sauce; (iii) are subject to the specific terms that Sauce establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in Sauce's Terms and Conditions for Promotional Offers and Credits. Sauce reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Sauce determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. Sauce reserves the right to modify or cancel an offer at any time. You agree that we may change Sauce's Terms and Conditions for Promotional Offers and Credits at any time. Sauce may also offer gratuitous credits, which can be used for the Services. Any credit issued by Sauce is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used

towards any order. Credits issued through a User's Sauce and Chew account may only be redeemed through that respective brand's Services.

(d) **Fees for Services.** Sauce may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, and Surge Fees. Sauce may also charge merchants fees on orders that you place through the Services, including commissions and other fees, and may change those merchant fees as we deem necessary or appropriate for our business or to comply with applicable law.

12. Governing Law and Dispute Resolution.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and regulations of the Abu Dhabi Global Market and, as applicable, the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

(b) **Informal Resolution.** You and Sauce agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sauce therefore agree that, before either you or Sauce demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this arbitration agreement. The party initiating the claim must give notice to the other party in writing of its, his, or her intention to initiate an informal dispute resolution conference, which shall occur within 30 days after the other party receives such notice, unless an extension is agreed upon by the parties. To notify Sauce that you intend to initiate an informal dispute resolution conference, email app@saucecapital.co, providing your name, telephone number associated with your Sauce or Chew account (if any), the email address associated with your Sauce or Chew account, and a description of your claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration.

(c) **Arbitration.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and all documents executed pursuant to it, shall be referred to and finally resolved by arbitration under the rules of the Abu Dhabi Global Market Arbitration Centre (ADGM Arbitration Centre), which are incorporated into this clause. The seat or legal place of arbitration shall be ADGM in Al Maryah Island, Abu Dhabi, UAE. The language to be used in the arbitration shall be English. The number of arbitrators shall be three (3).

(d) **Survival.** This Arbitration Agreement will survive any termination of your relationship with Sauce.

(e) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if Sauce makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Sauce.

13. Third-Party Interactions.

(a) **Third-Party Websites, Applications and Advertisements.** The Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements ("**Third-Party Advertisements**") (collectively, "**Third-Party Websites & Advertisements**"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, Sauce will not warn you that you have left Sauce's website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of Sauce. Sauce is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. Sauce does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Software and the Services is dependent on the third party from which you received the application license, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that this Agreement is between you and Sauce and not with the App Store. Sauce, not the App Store, is solely responsible for the Software and the Services, including the mobile application(s), the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Software and the Services, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Software or the Services. You agree to comply with, and your license to use the Software and the Services is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Software or the Services. You represent and warrant that you are not located in a country that is subject to a UAE Government embargo, or that has been designated by the UAE Government as a "terrorist supporting" country, and you represent and warrant that you are not listed on any UAE Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

14. Social Media Guidelines.

Sauce maintains certain social media pages for the benefit of the Sauce community. By posting, commenting, or otherwise interacting with these pages, you agree that Sauce may delete any material posted by you in our social media pages if considered by Sauce to be unreasonable or offensive.

15. Indemnification

You agree to indemnify and hold harmless Sauce and its officers, directors, employees, agents and affiliates (each, an **"Indemnified Party"**), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation, attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Software or Services; (c) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this Section, you agree to pay for the defence of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. Sauce reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sauce in asserting any available defences. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or Services.

16. Disclaimer of Warranties

You expressly understand and agree that to the fullest extent of law, your use of the Software and Services is entirely at your own risk. Changes are periodically made to the Software and Services and may be made at any time without notice to you. The Software and Services are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. Sauce makes no warranties or representations about the accuracy, reliability, completeness or timeliness of the content made available through the Software or Services, or the Services, Software, text, graphics or links.

Sauce does not warrant that the Software or Services will operate error-free or that the Software or Services are free of computer viruses and other harmful malware. If your use of the Software or Services results in the need for servicing or replacing equipment or data, sauce shall not be responsible for those economic costs.

17. Internet Delays

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in Sauce's Privacy Policy or as otherwise required by applicable law, Sauce is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

18. Breach and Limitation of Liability

(a) **General.** You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient, and to provide the Software and

Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 19 to keep the Software and Services simple and efficient, and costs low, for all Users.

(b) **Cap on Liability.** To the fullest extent permitted by law, Sauce's aggregate liability shall not exceed the greater of amounts actually paid by and/or due from you to Sauce in the six (6) month period immediately preceding the event giving rise to such claim.

(c) **Disclaimer of Certain Damages.** To the fullest extent of law, Sauce shall not be liable to you or anyone else for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including personal injury, lost profits, pain and suffering, emotional distress, and loss of data, revenue, use and economic advantage).

19. Termination

If you violate this Agreement, Sauce may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behaviour exists.

In addition, at its sole discretion, Sauce may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, Sauce reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

20. Procedure for Making Claims of Copyright Infringement.

It is Sauce's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Sauce by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written 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; and (f) a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Sauce's Copyright Agent for notice of claims of copyright infringement is as follows: [insert email address].

21. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, Sauce or any third-party provider as a result of this Agreement or use of the Software or Services.

(b) **Severability.** Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(c) **Accessing and Downloading the Application from iTunes.** The following applies to any Software accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”):

(1) You acknowledge and agree that (i) the Agreement is concluded between you and Sauce only, and not Apple, and (ii) Sauce, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(3) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Sauce and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Sauce.

(4) You and Sauce acknowledge that, as between Sauce and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) You and Sauce acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between Sauce and Apple, Sauce, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(6) You and Sauce acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(7) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(d) **Notice.** Where Sauce requires that you provide an e-mail address, you are responsible for providing Sauce with your most current e-mail address. In the event that the last e-mail address you provided to Sauce is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Sauce's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Sauce through the following web form: [insert email address]. Such notice shall be deemed given on the next business day after such e-mail is actually received by Sauce.

(e) **Electronic Communications.** For contractual purposes, you (1) consent to receive communications from Sauce in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Sauce provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including email address, current. This subparagraph does not affect your statutory rights.

(f) **Transfer and Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Sauce without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

(i) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and Sauce relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.