

# Bunny LLC Terms of Service

Effective Date: 6/2/2024

**These Terms of Service contain an arbitration provision. Please review the Arbitration section for details.**

These Terms of Service (“**Terms**”) govern your use of the Bunny marketplace website (“**Platform**”), and any Bunny mobile application (“**App**”), and other services offered by Bunny (the App, the Platform, and other services, are collectively, the “**Services**”). Bunny LLC (“**Bunny**,” “**we**” or “**us**”) provides the Services. “**You**” refers to you as a Seller or Buyer of the Services.

## 1 About Bunny

Bunny is a local commerce platform that allows users to offer, sell, and buy goods in various geographic locations. Bunny is not a party to contracts for sale between third-party vendors offering products for sale (“**Products**”) on the Services (“**Sellers**”) and users products for sale on the Services (“**Buyers**”). Any guidance Bunny provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. We may help facilitate the resolution of disputes between buyers and Sellers through various programs. Unless otherwise expressly provided, Bunny has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of Sellers to sell items; the ability of buyers to pay for items; or that a Buyer or Seller will actually complete a transaction or return an item.

## 2 Eligibility

You must be at least 18 years old to use the Services. If you are under the age of majority in your state of residence, a minor, your parent or legal guardian must agree to these Terms on your behalf and you may only access and use the Services with permission from your parent or legal guardian.

## 3 Additional Terms

Some of our Services have additional terms and conditions (“**Additional Terms**”). Where Additional Terms apply to a Service, we will make them available for you to read through your use of that Service. By using that Service, you agree to the Additional Terms.

## 4 Seller Terms: If you are a Seller, the following terms apply:

### 4.1 Relationship; Policies; Orders

4.1.1 **Bunny’s Role.** Seller agrees that it is responsible for posting and selling Products through the Services and Bunny shall only provide the applicable Platform. **Seller Access to Platform.** During the term of these Terms, Bunny grants to Seller a limited, revocable, non-exclusive, non-transferable (except as part of a permitted assignment of this Agreement), non-sublicensable license for Seller to access and use the Platform for the sole purpose of selling Products and fulfilling its obligations under these Terms.

4.1.2 **Onboarding.** Seller shall provide to Bunny reasonable information requested from Bunny about its operations, financial position, credit worthiness, insurance, and supply chain and provide certain documentation (including, without limitation, tax information, customs documents, business licenses and permits, audited or other financial statements and certificates of insurance, and any other requested documentation) upon acceptance of these Terms and at other times Bunny requests (in its sole discretion). Bunny may also conduct

credit and background checks on Seller and its principals prior to displaying any Products for sale on the Services or other channels, and at other times in its sole discretion.

4.1.3 **No Sales Guarantees.** Bunny makes no guarantees for minimum orders for any type or volume of Product or whether and how long a product may be offered through the Services and other channels, and Bunny may require Seller to discontinue offering a Product at any time. Nothing in these Terms will restrict Bunny's right to allow the sale of goods and services from any other source or to allow for the sale of goods and services competitive to Seller's Products.

4.1.4 **Support Requests.** In the course of facilitating the sale of the Products, executing transactions, processing returns or other activities, Bunny may need to discuss specific issues or concerns about an order with Seller. Seller shall fully cooperate with Bunny's support requests and agrees to substantively respond to all requests promptly, but in no case taking longer than twelve (12) Business Hours from Bunny's request. "Business Hours" means 9 AM to 5 PM EST on each business day.

## 4.2 Fees; Recurring Billing

4.2.1 Seller agrees to pay the then-current subscription fees set out in the Platform. You can cancel your subscription at any time in your account settings or by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE SUBSCRIPTION FEE AND ANY TAXES, USING ANY PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

4.2.2 From time to time, we may offer you free trials of our subscription service. Unless you cancel your subscription at the end of your free trial, you will automatically become a paying user for the subscription service. The payment method that you provided will automatically be charged the current subscription fee either monthly, quarterly, biannually or annually (depending on your subscription), unless you cancel before the next billing cycle. If you wish to cancel your subscription after the end of your free trial period or at any time during your subscription, you may do so by logging into your account and following the cancellation instructions at least one day before the next billing cycle.

## 4.3 Product Information

### 4.3.1

**Product Information.** For each Product offered for sale under these Terms, Seller shall include relevant Product Information on the Platform, as specified in our Seller Guidelines, which are incorporated herein by reference. Seller agrees to comply with any and all applicable food safety, cottage food, and food handling regulations, as well as labeling regulations and advertising laws, including organic, nutrient content and non-GMO claims, adulterated product, and California Prop 65 warnings where required, and shall only sell products that are allowed under such laws. Seller also agrees to keep its availability calendar current in real time for pick-up and delivery orders and shall include information of its days and hours of operation and any changes to Seller's hours of operations on holidays. Seller shall notify Bunny of all of Seller's staff members and train staff members on receiving and fulfilling Orders.

## 4.4 Pick-ups; Drop Ship Terms

- 4.4.1 **Pick Up.** If Buyer chooses the “Pick Up” option through the Platform, Bunny will notify the Buyer to pick up the Order or arrange delivery. Seller shall work with Buyer to fulfill pickup requests.
- 4.4.2 **Shipping.** In order to meet Seller’s fulfillment obligations under these Terms, Seller shall maintain adequate inventories of the Products. Seller shall ship the Products ordered by a Buyer from Seller pursuant to an order “(**Ordered Products**)” directly to the Buyer at the continental United States address specified in the order. Seller shall comply with all policies related to shipping, including (without limitation) branding guidelines for shipments in the policies, which may require use of Bunny trademarks on packing slips or other order documents, or require the inclusion of certain marketing or other materials in the box. Seller shall include return and warranty information for each ordered Product in each shipment. Seller shall not include any marketing materials, advertisements, or other materials in the box unrelated to the Product that are not pre-approved by Bunny in writing, including (without limitation) the Seller’s catalog of products or advertisements for Seller or any third party. Seller represents and warrants that it will ship all Ordered Products in packaging designed and appropriate to protect the products during shipment and in compliance with all requirements by the relevant shipping carrier. THE TIME SPECIFIED IN THIS AGREEMENT, AN ORDER, OR THE POLICIES FOR FULFILLMENT, SHIPMENT OR DELIVERY OF ORDERED PRODUCTS IS OF THE ESSENCE OF THESE TERMS AND IF SUCH ORDERED PRODUCTS ARE NOT SHIPPED OR DELIVERED WITHIN THE TIME SPECIFIED, BUNNY RESERVES THE RIGHT, AT ITS OPTION, AND WITHOUT LIMITATION, TO CANCEL THE ORDER OR REJECT OR RETURN FOR CAUSE ANY ORDERED PRODUCTS DELIVERED AFTER THE TIME SPECIFIED.
- 4.4.3 **Shipments; Risk of Loss; Title.** In fulfilling Orders, Seller shall ship all Ordered Products directly to the address specified in the Order. The parties agree that Bunny will never take title to or possession of the Ordered Products and that title shall pass from Seller directly to each Buyer upon delivery. Seller shall bear the cost of shipping Ordered Products to each Buyer.
- 4.4.4 **Pre-Shipment Cancellation.** Bunny or a Buyer may cancel any order under these Terms, in whole or in part, for its sole convenience, at any time, prior to shipment of any Ordered Product. In the event of such cancellation, Seller shall take all commercially reasonable steps to limit any losses or expenses it may incur caused by Bunny’s cancellation under this Section, including immediately stopping all orders from Seller’s sellers. Except for any cancellations that Bunny may make due to product recalls or defects in Products, Bunny’s liability to Seller for cancellation of any order under this Section shall be limited to the amount of Seller’s out-of-pocket expenses actually and reasonably incurred in contemplation of performance of the cancelled order, less any amounts saved by Seller as a result of such cancellation and any amounts that could have reasonably been mitigated by Seller through commercially reasonable steps, including, without limitation, amounts attributable to work done after the receipt of notice of cancellation, costs incurred by Seller’s suppliers or subcontractors which Seller could reasonably have avoided, and amounts realized by Seller from the sale of Products to third parties; provided, however, in no event shall Bunny’s liability to Seller for cancellation of any order under this Section 4.3 exceed the unit price of the Products in the cancelled order.
- 4.4.5 **Consumer Returns, Generally.** All Ordered Products will only be returnable by a Buyer for a Return for Cause (as defined below). In the event a Buyer submits a complaint about his or her Order via Bunny’s support channels, Bunny may, in its sole reasonable discretion, issue a re-order, credit, partial refund, or full refund to such Buyer. Seller shall prepare the new Order to the same specifications as the original Order (in the case of a re-Order) and

bear the full cost of that re-Order, credit or refund, as applicable, if the complaint was caused by Seller or Seller Products, including missing and incorrect Orders.

4.4.6 **Buyer Returns; Cost of Shipping.** The costs of shipping for returns shall be born by the Seller.

4.4.7 **Cancellation or Return for Cause.** Without prejudice to any other rights or remedies which Bunny may have, Bunny or a Buyer may return the Ordered Products or cancel any order, in whole or in part, in the event of any Product non-conformity or breach of these Terms by Seller, including without limitation:

- (a) any defect in quality of the Ordered Products (including all related packaging, labeling and printed matter);
- (b) any spoilage or expiration of the Ordered Products; ;
- (c) any breach of Seller's warranties;
- (d) any reason that would amount to breach of these Terms by Seller;
- (e) any delay in delivery or deviation from delivery, routing, labeling or packaging instructions;
- (f) any deviation from or variation in quantities, assortments, prices, or other terms and conditions specified in the relevant order or these Terms;
- (g) if the Ordered Products become the subject of any claim of infringement or other claim or enforcement action by any third party (including any law enforcement authority, regulatory agency or recall);
- (h) insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against Seller;
- (i) non-compliance with applicable food laws;
- (j) any failure of the Product's packaging to withstand shipment between Bunny, or its Buyers, and Seller; or
- (k) if Seller makes an assignment for the benefit of creditors, ceases to carry on business in the ordinary course, or fails to generally pay its debts as they become due (collectively, a "**Return for Cause**").

In the event of Return for Cause, Bunny shall not be liable to Seller for any amount in connection with the cancelled order or returned Products, and Seller shall be liable to Bunny for any provable damages sustained by reason of the default that gave rise to the cancellation or return. Seller hereby waives the right to cure improper tender that might otherwise be available under law.

4.4.8 **Return Dispute Resolution Process.** If Seller believes that any Ordered Product returned to Seller should not be refunded for any reason (a "**Refund Objection**"), Seller shall immediately notify Bunny and Bunny and Seller will discuss in good faith who should bear the cost of the returned Products. In the event that the parties are unable to reach agreement, Bunny shall in good faith determine who bears the cost of the returned Products (including any taxes and shipping charges), and such determination shall be final and

binding. If Seller received the returned Product via mail or parcel service directly from a Buyer, then it must include the Refund Objection in the Return Notification.

- 4.4.9 **Use of Personal Information.** Seller will receive **(a)** “personal data” or “personal information”, or **(b)** information relating to an identified or identifiable natural person, and all information combined or associated with such information, and in all instances, including, without limitation, Buyers or Bunny’s employees, contractors or any other users of the Services, that Bunny provides or makes available to Seller, or that Seller receives in connection with these Terms (“**Personal Information**”) from Bunny. Such Personal Information includes Personal Information of the employees and contractors of Bunny and its Affiliates (collectively, “**Bunny Personnel**”) and Buyers. Seller **(a)** shall not use the Personal Information of any Bunny Personnel or Buyers for any marketing or promotional purposes, including, without limitation, adding Personal Information of any Bunny Personnel or Buyers (or any part thereof) to a distribution list for any physical or electronic mailings or a telemarketing database, and **(b)** shall not sell, lease or provide Personal Information of any Bunny Personnel or Buyers to any third party marketer or advertiser company for any purpose. Seller acknowledges that Bunny owns or controls any such Personal Information.
- 4.4.10 **License.** Seller hereby grants Bunny a fully-paid, royalty-free, perpetual and irrevocable (except in connection with clauses (a) and (b) below of this Section), transferable, sublicensable, worldwide license to reproduce, copy, compile, collect, store, modify, create derivative works of, disclose, transmit, distribute, publish, broadcast, stream, publicly perform, display, translate, adapt, and otherwise use the Product Information and Seller’s corporate and product names, trademarks and logos in connection with Bunny’s **(a)** sale of the Products through the Services; and **(b)** marketing and promotion of Seller’s participation as a seller through the Services or marketing and promotion of the Products through the Services and/or any media and channels as Bunny may determine in its sole discretion.
- 4.4.11 Seller retains all right, title, and interest in and to all Products, Product Information and confidential information of Seller, and all modifications, enhancements and derivative works of all the foregoing (excluding Our Content).
- 4.4.12 Seller shall reasonably cooperate with Bunny, at Seller’s expense, in the production of content as reasonably requested by Bunny, including, but not limited to, text content, images, and videos, for use in promoting the Services and the Products on the Services and other channels (collectively, “**Seller Content**”). Content may include the use of Products and Product Information. Seller represents and warrants that all Content, including any video Content, to the extent provided or made available by Seller (“**Seller-Provided Content**”) does not violate or infringe any third party copyright, trademark, patent or trade secret rights, or any privacy or other proprietary rights of any third party. Seller retains all right, title and interest in and to Seller-Provided Content (excluding all Our Content). Seller hereby grants Bunny and its Affiliates a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, transferable, royalty-free license to reproduce, compile, collect, store, modify, create derivative works of, disclose, transmit, distribute, publish, broadcast, stream, publicly perform, display, translate, adapt, and otherwise use Seller-Provided Content.
- 4.4.13 Subject to the terms of this Agreement, Bunny’s other usage guidelines, and Bunny’s prior written approval of all uses, Bunny hereby grants Seller a limited, revocable, non-transferable, non-sublicensable, fully-paid license to use and reproduce Bunny Trademarks, only as approved by Bunny in advance and solely on boxes, packing slips, and other order documents in connection with Seller’s shipping of Ordered Products to Buyers under this Agreement. All goodwill inuring from any usage of the Bunny Trademarks shall be exclusively owned by Bunny. Bunny may, in its sole discretion, revoke permission for previously approved use of the Bunny Trademarks at any time.

4.5 **Payment.** Bunny shall process all transactions for Orders made through the Services. Bunny may deduct the agreed applicable commission rate, marketing fees, subscription fees, and any other fees that are delineated on an SOW or order form. Bunny shall charge and collect from Buyers all Collected Taxes (defined below). Any Collected Taxes that are not required to be remitted under the marketplace facilitator laws will remain the responsibility of the Seller and Seller will be responsible for remitting any such portion of Collected Taxes to the appropriate tax authorities. Individuals selling to other individuals are responsible for determining the applicability and payment of all taxes. Seller acknowledges that Bunny uses a payment processor to collect Order amounts from Buyers and remit payment to Seller. In order to receive payment, Seller is required to have an account with this payment processor during the term of these Terms. Bunny reserves the right to change its payment processor at any time during the term and Seller will provide Bunny with any information required to set up a payment account with any such alternate payment processor.

**5 Buyer Terms:** If you are a Buyer, the following terms apply:

5.1 **Pickup; Shipping:** When Buyers make a purchase on the Services (an “**Order**”), Buyers will be able to choose “Pick Up” or “Delivery.” Buyers may be required to pay applicable shipping and processing charges and fees (“**Fees**”). Fees are intended to compensate the Seller for any relevant costs of processing your Order; costs of handling and packing any product or good offered for sale by Seller, including all packaging, inserts, user manuals, instructions, and other documentation; and costs of delivering or providing the purchased Products and services to you. For pick-ups, Buyer shall ensure that they pick up their Order at the chosen time in the Platform or otherwise message the Seller through the Platform before the designated pick-up time to choose an alternative time for pick-up. If Buyer does not show up to pick-up the item or contact the Seller before designated time to reschedule, Buyer may still be charged for the item and may be exempt from a refund.

5.2 **Fees; Recurring Billing; Taxes.** Buyer agrees to pay the then-current service or commission fees set out in the Platform not to exceed 10% of the purchase price. All purchases are non-refundable. Bunny shall charge and collect from Buyers the applicable value added, goods and services, state and local sales, use, or similar taxes for the applicable Products sold on the Bunny Platform (“Collected Taxes”). The payment method that you provided will automatically be charged the current service fee with each purchase on the Bunny app.

5.3 **Reviews.** Buyer agrees to review their experience with Sellers and the quality of their Orders. Buyer shall notify Bunny of any issues with Sellers in regard to any behaviors or Products not meeting Bunny’s community standards.

5.4 **Inaccuracy Disclaimer:** From time to time, there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your Order). If you do not wish to continue with your Order after pricing or other information has been corrected, please contact us right away and we will work with you to cancel or return your Order.

5.5 If a payment cannot be charged to Buyer’s payment method or if a charge is canceled for any reason, or if Buyer fails to maintain a valid, up-to-date payment method or to keep Buyer’s payments current, Bunny reserves the right to immediately either suspend or terminate Buyer’s access and account immediately without notice, thereby terminating these Terms. Any failure to maintain a valid, up-to-date payment method with Bunny or to keep your payments current will constitute a material breach of these Terms, for which Bunny may suspend or terminate Buyer’s access to the Services immediately without notice. Interest will be charged on all unpaid delinquent amounts at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lesser. Buyer agrees to reimburse Bunny for all collection agency fees, attorneys’ fees and other costs we may incur to collect delinquent amounts Buyer owes.

- 5.6 Title and risk of loss for Products pass to Buyer upon Buyer's receipt of Product. Shipping and delivery dates are estimates only and cannot be guaranteed. If a carrier is not able to successfully deliver the Products, it will leave a notice with contact information to arrange a new delivery date. Bunny is not liable for any delays or failure in shipment due to incorrect information provided by Buyer or Buyer's failure to receive a shipment from a carrier, or other factors outside of our reasonable control.
- 5.7 Bunny will accept a refund request of your purchase price, less the original shipping and handling costs, provided that such return is requested within two (2) calendar days of the delivery date and provided that proof of Return for Cause is provided (i.e. via photograph or video). To return a Product, you must initiate the return with the Seller. The Seller will contact Bunny to address returns.
- 5.8 The Services may allow you to upload, submit, store, send, or receive content and data ("**Buyer Content**"). You retain ownership of any intellectual property rights that you hold in Buyer Content. When you upload, submit, store, send, or receive Buyer Content to or through the Services, you give us permission to reproduce and use your Buyer Content as follows: you grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that Buyer Content works better with the Services), publicly perform, publicly display, and distribute your Buyer Content. This license is for the limited purpose of operating, promoting, and improving the Services, and to develop new Services. Our license to your Buyer Content is non-exclusive, meaning you may use Buyer Content for your own purposes or let others use your Buyer Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your Buyer Content. We may exercise our rights under this license anywhere in the world and in any media. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Services. In general, however, we will only need to use your Buyer Content for as long as you choose to store it with us using the Services. You promise that: (a) you own all rights to your Buyer Content or, alternatively, that you have the right to give us the rights described above; and (b) your Buyer Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. We may refuse to accept or transmit Buyer Content for any reason. We may remove Buyer Content from the Services for any reason.
- 5.9 Some Products may be packaged with the Seller's warranty and service information, including specific terms and conditions. Such warranties may vary from Product to Product. **THE APPLICABLE SELLER, AND NOT BUNNY, IS RESPONSIBLE FOR THE WARRANTY.**
- 5.10 **BUNNY IS NOT RESPONSIBLE FOR ANY DAMAGES IN CONNECTION WITH A PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO (A) FOOD LIABILITY LAWS, INCLUDING BUT NOT LIMITED TO, ADULTERATION, MISLABELING, FALSE ADVERTISING, REGULATORY NON-COMPLIANCE, INCLUDING CALIFORNIA PROPOSITION 65, ILLNESS, SPOILAGE, POOR QUALITY, FAILURE TO COMPLY WITH PRODUCTION AND HANDLING LAWS, LABELING AND MARKETING ISSUES; (B) TRANSPORTATION; (C) STORAGE; (D) IMPROPER OR NEGLIGENT USE; (E) FAILURE TO FOLLOW PRODUCT INSTRUCTIONS; (F) MODIFICATIONS; (G) COMBINATION OR USE WITH ANY PRODUCTS, MATERIALS, PROCESSES, SYSTEMS OR OTHER MATTER NOT PROVIDED OR AUTHORIZED IN WRITING BY BUNNY; (H) UNAUTHORIZED REPAIR; (I) NORMAL WEAR AND TEAR; OR (J) EXTERNAL CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS OR EVENTS BEYOND BUNNY'S REASONABLE CONTROL.**

## **6 Acceptable Use of the Services**

You are responsible for your use of the Services, and for any use of the Services made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Services, you may not:

- violate any law or regulation;

- sell any illegal or prohibited items including but not limited to items in the Seller Guidelines;
- buy any illegal or prohibited items and notify Bunny if such items are seen on the marketplace;
- use Bunny to buy or sell any items not listed on the Bunny marketplace;
- impersonate any other user, person, or entity on the Bunny Marketplace
- create any intentionally fake persona including any personas generated by artificial intelligence;
- post any fake items or pretend to sell any non-existent items in an attempt to defraud other Bunny users;
- knowingly sell any inferior, damaged, or adulterated product without explicitly notifying users, with an intent to defraud users;
- sell perishable food items out-of-state;
- make any medical claims about any posted items;
- sell any items expressly prohibited by my state of residence and include perishable food items and low-acid canned or preserved foods;
- take ANY actions that negatively affect Bunny's reputation and would cause Bunny to be in violation of any laws, rulings or regulations applicable to Bunny;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Services;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any web pages contained in the Platform;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Services; or
- advocate, encourage, or assist any third party in doing any of the foregoing.



In addition, if you are a Seller, you agree to abide by the [Seller Guidelines](#). User (including both Bunny Buyers and Sellers) further represents, warrants and agrees that (a) it will comply with all applicable laws, rules, standards and regulations relating to the Order, including but not limited to any licenses, permits, certifications, health and safety requirements, cottage food laws, food safety laws, sanitation laws, dairy product and meat handling regulations, agricultural regulations, and all applicable laws regulating the sell of food products to others in a community to the extent such products are permitted on the Bunny Marketplace, (b) it will ensure all claims regarding its business and its Products are truthful and accurate, (c) it will include on the Order packaging, any required consumer-facing warnings, charges, opt-in requirements, accurate labeling, and instructions associated with the Order, (d) it will disclose common allergens or other warnings in any Order, (e) it will not sell regulated, perishable food items out-of-state as described by state and federal laws (f) it will not use Bunny to buy, sell, trade, donate, purchase, or deliver any prohibited items as set forth in the Seller Guidelines, and (g) Sellers will maintain an active general liability insurance policy with product liability, and Bunny as additional insured (or blanket additional insured statement)

## **7 Access to App (applicable only to the extent that you download the App)**

7.1 If you download the App from the Apple Store or Google Play App Store, subject to your compliance with these Terms and the Apple Store or Google Play App Store terms, Bunny hereby grants you a limited, revocable, non-exclusive, non-transferable, non sublicensable, worldwide, royalty-free, limited-term right to access the App and Platform solely for use on a single mobile device owned or otherwise controlled by you, strictly in accordance with the App's documentation and these Terms.

7.2 As between the parties, Bunny owns all right, title and interest in and to App, and any intellectual property rights associated with it. Bunny reserves all rights in and to App not expressly granted to you in these Terms. Except as expressly permitted by these Terms, by law, or by applicable third party license, you must not and must not allow any third party to: (a) sublicense, sell, rent, lease, transfer, assign, or redistribute the App; (b) host the App for the benefit of third parties; (c) disclose or permit any third party to access the App, except as expressly permitted in these Terms; (d) modify or create derivative works of the App, or merge the App with other software; (e) disassemble, decompile, bypass any code obfuscation, or otherwise reverse engineer the App or attempt to derive any of its source code, in whole or in part; (f) modify, obscure, or delete any proprietary rights notices included in or on the App; (g) otherwise use or copy the App in a manner not expressly permitted by these Terms; or (h) use the App beyond its applicable term.

7.3 By using the App, you acknowledge that this section of the Terms is entered into by and between Bunny and not with Apple, Inc. or Google, Inc. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this section and that Apple, Inc. and Google, Inc. have the right (and is deemed to have accepted the right) to enforce this section. Bunny is solely responsible for the App and any content contained therein. You acknowledge that Apple, Inc. and Google, Inc. have no obligation whatsoever to furnish any maintenance and support services with respect to the App. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.

7.4 In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Bunny, not Apple, Inc. or Google, Inc., will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7.5 This section 7 only applies to the extent that you have access to the App. Upon deletion of the App from your mobile device, all rights granted to you in this section will also terminate, and you must cease use of the App and delete all copies of the App from your mobile device and account. Termination will not limit any of Bunny's rights or remedies at law or in equity.

## 8 Ownership

Other than Buyer Content and Seller Content, we own or license all right, title, and interest in and to (a) the Services, including all software, text, media, and other content available on the Services ("**Our Content**"); and (b) our trademarks, logos, and brand elements ("**Marks**"). The Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Services are copyright ©Bunny LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without express written permission from Bunny.

## 9 Copyright and Intellectual Property Policy

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address.
- A description of the copyrighted work that you claim has been infringed.
- A description of where the alleged infringing material is located.
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent:

Bunny LLC

Attention: [INSERT TITLE AND ADDRESS]

Email: [INSERT]

For clarity, only copyright infringement notices should go to our Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this section your notice may not be valid.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- Your physical or electronic signature;

- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of Abingdon, Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in

infringing activity relating to the content that was removed or disabled. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

## **10 Privacy**

Your privacy is very important to us. Our [Privacy Policy](#) explains how we collect, use, protect, and when we share personal information with others. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

## **11 Links**

The Services may contain links to other websites and online resources. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

## **12 Changes to the Services**

We enhance and update Services often. We may change or discontinue the Services at any time, with or without notice to you.

## **13 Termination**

We reserve the right to not provide the Services to any person. We also reserve the right to terminate any user's right to access the Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Services automatically terminates.

Notwithstanding anything to the contrary in this Agreement, Bunny may retain Product Information after the termination of this Agreement for its internal business purposes, including legal and tax compliance, and defending product liability claims.

## **14 Disclaimer and Limitations on Our Liability**

- 14.1 YOU USE THE SERVICES AND PURCHASE PRODUCTS AT YOUR OWN RISK. EXCEPT AS PROVIDED FOR OTHERWISE BY A SELLER, THE SERVICES AND PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (“**AFFILIATES**”) DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- 14.2 IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SERVICES. OUR COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SERVICES.
- 14.3 YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE
- 14.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE’VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED \$100.
- 14.6 You understand and agree that we have set our prices and entered into these Terms with you in reliance upon the limitations of liability set forth in these Terms, which allocate risk between us and form the basis of a bargain between the parties.
- 14.7 You agree that Bunny is not an official certifying body that inspects home growers, home producers, businesses, or farms and does not perform an official verification of sellers. Bunny

collects sellers' Tax ID (\*if a registered business and not an individual) and Sellers can upload applicable certificates and licenses from state or federal certifying bodies. These and other Bunny processes are not able to validate the accuracy of Seller claims. The use of Bunny's pre-set product descriptors (e.g. pesticide free, hormone free) are at the discretion of the Seller, are not verified by Bunny, and are not intended to verify the accuracy of these labels or the quality and safety of the Seller's products. Sellers need to familiarize themselves with all food handling, sanitation, cottage food laws, and labeling regulations, and independently ensure he/she is complying with all state and local requirements. Buyers need to do their own independent research on any claims made by sellers to validate such claims, and inform Bunny of any seller false claims or inaccuracies. Sellers posting false claims are subject to termination at Bunny's sole discretion. Bunny's processes should never be used as a substitute for the buyer's own research and due diligence to validate any claims regarding the seller or the seller's products.

## 15 Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless our company and its Affiliates ("**Bunny Parties**") from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) (each, a "**Claim**") of any kind or nature, relating to, any actual or alleged breach of these Terms by you or anyone using your account. If you are a Seller, you agree to additionally indemnify and hold harmless the Bunny Parties from any Claims that are related to the Products, including damaged food, food poisoning, California Prop 65 liability or similar liability in other jurisdictions, mislabeled food based on misleading claims or non-compliant labels. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

## 16 Informal Dispute Resolution

We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and we agree to make a good faith effort to resolve it informally, including having at least one telephone conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us in writing at [insert], of the nature of this dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the sixty (60) days following receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or video conference with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within that sixty (60) days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to filing an arbitration. You and we agree to toll the statute of limitations and any filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

## 17 Arbitration Agreement & Waiver of Certain Right

17.1 You and Bunny agree that, except as set forth below, we will resolve any controversies, claims, counterclaims, or other disputes between you and Bunny or you and a third-party agent of Bunny (a "Claim") through final and binding arbitration instead of through court proceedings in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("**AAA Rules**"). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any

court of competent jurisdiction. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction will exclusively determine whether the parties have entered into a valid and enforceable agreement to arbitrate their Claims, including without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied.

- 17.2 To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your Claim to [support@buywithbunny.com](mailto:support@buywithbunny.com). This letter must be sent at least five (5) days before you initiate an arbitration proceeding against us.
- 17.3 Any party to the arbitration may, at any time more than ten (10) days before arbitration, serve an offer of compromise in writing upon any other party to the action. Offers of compromise pursuant to these Terms will be adjudicated and interpreted in accordance with California Code of Civil Procedure section 998, or other similar state provisions.
- 17.4 If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Bunny will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Notwithstanding the foregoing, if your attorney is paying the administrative costs, filing fees, arbitrator fees, and other associated arbitral costs on your behalf, and your attorneys' may recover all or a portion of those fees only if you obtain an award in the arbitration, your attorney must evenly split all costs with us initially. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.
- 17.5 This arbitration agreement does not preclude you or Bunny from seeking action by federal, state, or local government agencies. You and Bunny also have the right to bring qualifying claims in small claims court or transfer qualifying Claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) days of receiving such notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms in this paragraph. In addition, you and Bunny retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.
- 17.6 Neither you nor Bunny may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or Bunny individual Claims. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's Claim or prayer for "public injunctive relief." In doing so, the

federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

- 17.7 THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR LEVI STRAUSS & CO. WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Arbitration Agreement & Waiver of Certain Rights Section of these Terms will survive the termination of your relationship with Bunny.

## **18 Mass Arbitration Process Requirements**

If twenty-five (25) or more similar Claims are asserted against Bunny by the same or coordinated counsel or are otherwise coordinated (and your Claims is one such Claims), you understand and agree that the resolution of your dispute might be delayed. You also agree to the following process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. Counsel for the claimants and Bunny's counsel shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those Claims until they are selected to proceed to individual arbitration proceedings as part of a staged process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, and Bunny will pay the mediator's fee. If the parties are unable to resolve the remaining matters through mediation at this time, then each side shall select twenty (20) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. (If there are fewer than forty (40) Claims remaining, all shall proceed.) The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a staged process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise. If the parties are unable to resolve the remaining cases after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, and Bunny will pay the mediator's fee. If the parties are unable to resolve the remaining matters in mediation at this time, this staged process shall continue with one hundred (100) cases proceeding at one time that are selected randomly or by the AAA in staged sets, until all the Claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. Between staged sets of proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining Claims. The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this section regarding "Disputes" from the time the first cases are selected for a bellwether process until the time your case is selected, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Bunny. Should a court of competent jurisdiction decline to enforce these "Mass Arbitration Process Requirements," you and we agree that your and our counsel shall engage in good faith with the assistance of a process arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

## **19 Other Provision**

- 19.1 Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control
- 19.2 These Terms will be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any conflict of laws rules or provisions.

- 19.3 You agree that any action of whatever nature relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Abingdon, Virginia. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
- 19.4 If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.
- 19.5 The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future
- 19.6 We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

## **20 Changes to these Terms**

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms.

**PLEASE PRINT A COPY OF THESE TERMS FOR YOU RECORDS AND PLEASE CHECK THE SITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.**