

Terms of Service

Date of Last Revision: November 2nd, 2015

These Terms of Service ("**Terms**") govern our relationship with users and others who interact with Saferway Mobile, as well as Saferway brands, products and services ("**Service**"), and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Service (collectively referred to as "**Content**"). These Terms apply to all visitors, users, and others who access the Service ("**Users**"). The Service is owned or controlled by Saferway Mobile Inc. We may refer to "Saferway Mobile" as "Saferway", "we", "our", or "us" in the Terms.

By accessing or using the Saferway Service, you signify that you have read, understood, and agree to comply with the Terms, as updated from time to time in accordance with Section 9 below, and to the collection and use of your information as set forth in the Privacy Policy. Please note that Section 12 contains certain changes to the general Terms for Users outside the United States. If there is a conflict between these Terms and the additional Terms, the additional Terms will control for that conflict. These Terms affect your legal rights and obligations. You agree that disputes between you and Saferway will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration. If you do not agree to be bound by all of these Terms of Service, do not access or use the Service.

1. Basic Terms

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other Users and our third party partners. The Content you submit, post, or display will be able to be viewed by other Users of the Service. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. We will not be responsible or liable for any use of your Content by Saferway in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant to any Content that you submit. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Service only if you can form a binding contract with Saferway and are not a person barred from receiving Service under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

The Service that Saferway provides are always evolving and the form and nature of the services that Saferway may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to Users

generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Service may include advertisements, which may be targeted to the Content or information on the Service, queries made through the Service, or other information. The types and extent of advertising by Saferway on the Service are subject to change. In consideration for Saferway granting you access to and use of the Service, you agree that Saferway, third party providers and partners may place such advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others.

2. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Saferway to share with others and how we collect and can use your Content and information. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions. You understand that by accessing or using the Service, you consent to the collection, use and disclosure of the information and aggregate data as set forth in the Privacy Policy, including the transfer of this information to the United States and/or other countries for storage, processing and use by Saferway. As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service and your Saferway account, which you may not be able to opt out from receiving.

3. Sharing Your Content and Information

You own all of the Content and information you post on Saferway, and you can control how it is shared through your application settings. In addition:

All Content, anything you or other Users post, provide or share using Saferway Service, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted via the Service and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate, indecent, objectionable or otherwise inappropriate. Under no circumstances will Saferway be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service or broadcast elsewhere. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect to any such Content.

You retain your rights to any Content you submit, post or display on or through the Service. In order to make the Service available to you and other Users, we need a license from you. For Content that is covered by intellectual property rights, like videos (IP Content), you specifically give us the following permission, subject to your application settings. By submitting, posting or displaying any Content on or through the Service, you expressly represent and warrant that you have all rights necessary to grant us a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, run, copy, reproduce, adapt, modify, view, share, process, publish, list information regarding, edit, translate, transmit, distribute, syndicate, publicly perform, publicly display, and make derivative/create works of all such Content, and any IP Content that you post on or in connection with us, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service (IP License).

You agree that this license includes the right for Saferway to provide, promote, and improve the Service and to make Content submitted to or through the Service available to other companies, organizations or individuals who partner with Saferway for the syndication, broadcast, distribution or publication of such Content on other media and Service, subject to our Terms for such Content use. Such additional uses by Saferway, or other companies, organizations or individuals who partner with Saferway, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Service.

This IP License ends when you delete your IP Content or your account, and when you delete your IP Content, it is deleted in a manner similar to emptying the recycle bin on a computer unless your Content has been shared with others, and they have not deleted it. However, you understand that removed Content may persist in backup copies for a reasonable period of time. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, Service or media.

When you use our "Help" feature, you are allowing all of your Friends, and Heroes around you to access and use your Content (i.e., current location, real-time video, etc.), and to your profile information (i.e., your user name, profile picture, gender, etc.). When you use an application, the application may ask for your permission to access your Content and information as well as Content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.

You may choose to or we may invite you to submit feedback or other suggestions about the Service, including without limitation about how to improve the Service or our products. We always appreciate your feedback or other suggestions about Saferway, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them). By submitting any suggestion, you agree that your disclosure is gratuitous, unsolicited and without restriction, and that you will not place Saferway under any fiduciary or other obligation. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to Saferway, or developed by its employees, or obtained from sources other than you.

4. Safety

We do our best to keep Saferway safe, but we cannot guarantee it. We need your help to keep Saferway safe, which includes the following commitments by you:

1. You will not do anything that could disable, overburden, or impair the proper working or appearance of Saferway, such as a denial of service attack or interference with Saferway functionality.
2. You will not attempt to compromise the system integrity or security or decipher any transmissions to or from the servers running the Service.
3. You will not upload invalid data, viruses, worms, malicious code, or other software agents.
4. You will not use Saferway to do anything unlawful, misleading, malicious, or discriminatory.
5. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Saferway.
6. You will not post unauthorized commercial communications (such as spam, chain letters, or other unsolicited email) on Saferway.
7. You will not collect Users' Content or information, or otherwise access or search Saferway, using any automated or manual means (such as harvesting bots, robots, spiders, scrapers, site search/retrieval application, or offline readers) other than through our currently available, published, or authorized interfaces that are provided by Saferway.
8. You will not solicit login information or access an account belonging to someone else.
9. You will not ask or use Users to conceal the identity, source, or destination of any illegally gained money or products, or solicit money from any Users.
10. You will not bully, intimidate, stalk, or harass any user.
11. You will not post Content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
12. You will not develop or operate a third-party application containing alcohol-related, dating or other mature Content (including advertisements) without appropriate age-based restrictions.
13. You will not take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure.
14. You will not bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
15. You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures.
16. You will not forge any TCP/IP packet header, any part of the header information or otherwise manipulate identifiers in any email or posting, or in any way use the Service to send altered, deceptive or false.
17. You will not engage in profile URL squatting.
18. You will not copy, distribute, or disclose any part of the Service in any medium.
19. You will not facilitate or encourage any violations of these Terms or our policies.

5. Registration and Account Security

We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. Saferway Users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. In order to use Saferway, you must sign in using your Google Account. If you do so, you authorize us to access and use certain Google Account information, including but not limited to your Google+ profile, and Google Drive. In addition, you authorize us to use, create, modify, delete, and share Content in your Google Drive. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.
2. You will not provide any false personal information on Saferway.
3. You will not impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity.
4. You will not use another's account without permission.
5. You will not create more than one personal account.
6. If we disable your account, you will not create another one without our permission.
7. You will not create an account for anyone other than yourself without permission.
8. Anyone under 13 is strictly prohibited from creating an account for the Service. In addition, anyone under 13 may only accept invitations from parents or legal guardians to join their account.
9. Anyone under 18 is strictly prohibited from being a Hero. If you are under 18 but have improperly became a Hero by providing false information to us, not only you are an unauthorized user using this Service in violation of these Terms of Service, but you may also be putting yourself and others in danger. You agree that we are not responsible for the conduct of any User of the Service and is not liable (directly or indirectly) for any losses or damages whatsoever arising out of or relating to the conduct of you or anyone else in connection with the use of the Service.
10. You will not use Saferway if you are a convicted sex offender or criminal.
11. You will keep your contact information accurate and up-to-date.
12. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You are responsible for safeguarding the password or credentials that you use to access the Service and for any activities or actions under your account and other accounts that you may connect to your Saferway account (such as Google+, Facebook or your email). We cannot and will not be liable for any loss or damage arising from your failure.
13. You will not transfer your account to anyone without first getting our written permission.
14. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
15. You must notify Saferway immediately of any breach of security or unauthorized use of your account. You are solely responsible for the activity that occurs on your account and we will not be liable for any losses caused by any unauthorized use of your account.
16. You may control your User profile and how you interact with the Service through your application settings.

6. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post Content or take any action on Saferway that infringes or violates someone else's rights or otherwise violates the law.
2. You will not use our copyrights or Trademarks or any confusingly similar marks without our prior written permission.
3. If you collect information from Users, you will: obtain their consent, make it clear you (and not Saferway) are the one collecting their information, and post a Privacy Policy explaining what information you collect and how you will use it.
4. You will not publish or post anyone's identification documents or sensitive financial information on Saferway.

You agree not to post or transmit Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate Content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or Content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, sexist or otherwise objectionable; (vi) contains any information or Content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or Content that you know is not correct and current; (ix) violates any school or other applicable policies, including those related to cheating or ethics; (x) interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any Content posted by another person or entity; (xi) except where expressly permitted, post or transmit charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials or any other solicitation of other Users to use goods or service except in those areas (e.g., a classified bulletin board) that are designated for such purpose. You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the Service that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us. You may not copy or use personal identifying or business contact information about other Users without their permission. You agree that any Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. We reserves the right, but is not obligated, to reject and/or remove any Content that we believes, in its sole discretion, violates these provisions.

Except for your Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and Content belonging to other Users, interest in and to the Service, and all Intellectual Property Rights related thereto, are the exclusive property of Saferway and its licensors (including other Users who post Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, broadcast, exploit or create derivative works from any Content. Use of the Content for any purpose not expressly permitted by these Terms is strictly prohibited. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. We reserve all rights not expressly granted in these Terms.

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove or refuse to distribute any Content or information if we believe that it violates these Terms or our policies without prior notice and at our sole discretion. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Saferway, its Users and the public. We do not disclose personally identifying information to third parties except in accordance with our Privacy Policy. If we remove your Content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate. Inappropriate circumstances, we will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Service is:

*Copyright Agent – Saferway Mobile Inc.
101 California St., Suite 2710
San Francisco, CA 94111
Email: support@saferway.io*

7. Mobile and Other Devices

We make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. We do not warrant that the Mobile Software will be compatible with your mobile device. We hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Safeway account owned or leased solely by you, for your personal use.

We currently provide our mobile service for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. You provide consent and all rights necessary to enable Users to sync (including through an application) their devices with any information that is visible to them on Safeway.

You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any Content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that we may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Safeway or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in these Terms and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Safeway Service. (1) Mobile Software from iTunes. The following applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that these Terms are solely between you and Safeway, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or Content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the

maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Saferway as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Saferway as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, Saferway, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Saferway acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary there

8. Special Provisions Applicable to Software

1. If you download or use our software, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

9. Amendments

1. We will notify you before we make changes to these Terms and give you the opportunity to review and comment on the revised Terms before continuing to use our Service.
2. If we make changes to policies, guidelines or other Terms referenced in or incorporated by these Terms, we may provide notice on the website.
3. Your continued use of the Saferway Service, following notice of the changes to our Terms, policies or guidelines, constitutes your acceptance of our amended Terms, policies or guidelines.

10. Termination

We can suspend or terminate your accounts, or stop providing all or part of Saferway to you at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated the letter or spirit of these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Service to you is no longer commercially viable. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, these Terms shall terminate, but the following provisions will still apply: 3-6, 10-14.

11. Disclaimers and Limitations of Liability

1. You will resolve any claim, cause of action or dispute you have with us arising out of or relating to these Terms or Saferway exclusively in the federal or state courts located in Santa Clara County, California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

2. If anyone brings a claim against us related to your actions, Content or information on Saferway, you will defend, indemnify and hold us harmless from and against all damages, losses, claims, obligations, liabilities, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct Users' actions on Saferway and are not responsible for the Content or information Users transmit or share on Saferway. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Content or information you may encounter on Saferway. We are not responsible for the conduct, whether online or offline, of any user of Saferway.

3. WE TRY TO KEEP SAFERWAY UP, BUG-FREE, AND SAFE, BUT YOUR ACCESS TO AND USE OF THE SERVICE OR ANY CONTENT IS AT YOUR OWN RISK. WE ARE PROVIDING SAFERWAY AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT SAFERWAY WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT SAFERWAY WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. SAFERWAY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OTHER USERS AND OTHER PARTIES WITH WHOM YOU INTERACT THROUGH THE SERVICE, PARTICULARLY IF YOU DECIDE TO BE A 'HERO' OR ASK HELP FROM A 'HERO'. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER DIRECT, INDIRECT, INCIDENTAL, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, DEATH, BODILY INJURY, EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR SAFERWAY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY

ARISING OUT OF THESE TERMS OR SAFERWAY WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SAFERWAY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Saferway outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Saferway (such as advertising or payments) or operate a Platform application or website. You will not use Saferway if you are prohibited from receiving products, services, or software originating from the United States.

13. Definitions

1. By "Saferway" or "Saferway Service" we mean the features and services we make available, including through (a) our website at www.saferway.io and any other Saferway branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, brands, products, services, software, devices, or networks now existing or later developed. Saferway reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate Terms.
2. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Saferway.
3. By "Content" we mean anything you or other users post, provide or share using Saferway Services.
4. By "data" or "user data" or "user's data" we mean any data, including a user's Content or information that you or third parties can retrieve from Saferway.
5. By "post" we mean post on Saferway or otherwise make available by using Saferway.
6. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
7. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
8. By "Intellectual Property Rights" we mean all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into

existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

14. Other

1. These Terms make up the entire agreement between the parties regarding Saferway, and supersedes any prior agreements.
2. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of these Terms, it will not be considered a waiver.
4. Any amendment to or waiver of these Terms must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
6. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. Nothing in these Terms shall prevent us from complying with the law.
8. These Terms does not confer any third party beneficiary rights.
9. We reserve all rights not expressly granted to you.
10. You will comply with all applicable laws when using or accessing Saferway.