

Terms of Service

Welcome to dumpling. We are happy to welcome you to our community.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS: THESE TERMS INCLUDE A CLASS ACTION WAIVER AND RESOLUTION DISPUTES BY ARBITRATION INSTEAD OF BY A COURT PROCEEDING. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Effective date: August 19, 2020

Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at mygig@dumpling.us or

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These Terms of Service (the “Terms”) are a binding contract between you and dumpling, Inc. (“dumpling,” “myGig by dumpling,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#) and [Copyright Dispute Policy](#). Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. dumpling provides small business owners and solo entrepreneurs (“Business Owners”) the tools to list their business services and to facilitate transactions with those looking to acquire their services (“Clients”). All transactions that take place through the Services are between Clients and Business Owners.

You agree to comply with any terms and conditions that are specific to Business Owners or Clients, as indicated throughout the Terms. For purposes of these Terms, Clients, Business Owners and other visitors to the site together will be referred to as users.

Before receiving services from any Business Owner (“Business Owner Services”), Clients are responsible for making their own determinations that the recommended Business Owner is suitable. dumpling can’t and won’t be responsible for making sure that Business Owner Services are actually provided or are up to a certain standard of quality. dumpling similarly can’t and won’t be responsible for ensuring that information (including credentials) a Client or Business Owner provides about himself or herself is accurate or up-to-date. We don’t control the actions of any Client or Business Owner, and Business Owners aren’t our employees. Business Owners are not employees, agents, partners, independent contractors, or joint ventures of dumpling, and they do not have any authority of any kind to bind dumpling in any respect whatsoever. dumpling will not assess the suitability, legality or ability of any Business Owner and does not endorse any Business Owner.

dumpling does not offer the Business Owner Services and does not employ individuals to perform them. You hereby acknowledge that dumpling does not supervise, direct, control or monitor the Business Owner Services and expressly disclaims any responsibility and liability for the Business Owner Services, including but not limited to any warranty or condition of good and workmanlike services, warranty or condition of quality or fitness for a particular purpose, or compliance with any law, regulation, or code.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the dumpling [website](#), by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

dumpling takes the privacy of its users very seriously. For the current dumpling Privacy Policy, please click [here](#).

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send

any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at mygig@dumpling.us.

What are the basics of using dumpling?

dumpling is a platform that provides tools for Business Owners to facilitate transactions with Clients. Business Owners are not dumpling employees or independent contractors. All transactions that take place through the Services are between Clients and Business Owners. **dumpling does not offer the Business Owner Services and does not employ individuals to perform them.**

Business Owners can use the various tools and features of the Services to set up and update their business profile, promote their business, schedule appointments with Clients, send reminders to Clients for upcoming appointments, collect payment from Clients, manage and communicate with Clients, purchase items on behalf of Clients, and other functions. Clients can use the Services to schedule bookings, view upcoming appointments, pay for Business Owner Services, communicate with Business Owners, and other features.

You may be required to sign up for an account on a mobile device verify your mobile phone number. Business Owners must use one of the dumpling mobile device applications for Business Owners, which include the Dumpling Grocery Boss and Dumpling Drive Boss applications (together the “dumpling Owners Apps”) and Clients must use one of the dumpling mobile device applications for Clients, which include the Dumpling Grocery and Dumpling Drive applications (together the “dumpling Apps”) in order to use the Services. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not provide another person’s phone number that you don’t have the right to use, and/or attempt to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

In order to allow you to use certain Services, we may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to take steps to confirm your email address, sending you a text message or working with third parties to confirm your banking information. If you do not comply with our requests or we cannot verify your identity, we have the right to prohibit your use of the Services.

You represent and warrant that you are an individual and are at least twenty-one (21) years old. You will only use the Services for your own use, not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you (for example, Business Owners must comply with all laws that relate to the Business Owner Services). If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law.

You will not share your account with anyone, and you must protect the security of your account. You’re responsible for any activity associated with your account.

dumpling reserves the right to allow or refuse to allow anyone to become a Business Owner. Business Owners represent and warrant, as a condition for using the Services, that they will only purchase items that are requested by Clients, and no other items, at all times in accordance with local and federal law.

Without limiting the foregoing, Clients agree that they will not request any of the following items through the Services, and Business Owners agree that they will not purchase these items for Clients (such items, together with any items purchased in violation of local or federal law, “Restricted Items”):

- (a) Gift cards, gift certificates, prepaid cards, prepaid phone cards, and related items
- (b) Counterfeit goods; illegally imported or exported goods;
- (c) Cannabis and related goods;
- (d) Tobacco, e-cigarettes, and e-liquid;
- (e) Prescription-only products;
- (f) Weapons and munitions; gunpowder and other explosives; fireworks and related goods
- (g) Toxic, flammable, and radioactive materials;
- (h) Pornography and other obscene materials (including literature, imagery and other media) depicting nudity or explicitly sexual acts;
- (i) Sexually oriented items (e.g., adult toys); and
- (j) Drug paraphernalia or any equipment designed for making or using drugs, including but not limited to bongs, vaporizers, and hookahs.

You agree that if dumpling discovers that a Restricted Item has been requested, dumpling has the right to cancel all or part of the relevant order; if dumpling discovers that a Restricted Item has already been purchased, dumpling has the right to require that the Restricted Item be returned. In either case, dumpling will not be responsible for providing any refunds and all expenses incurred as a result of the request for or purchase of any Restricted Items shall be borne entirely by Clients and/or Business Owners and not dumpling.

With respect to alcoholic beverages, dumpling does not currently permit, and the Services do not currently provide compliance or customer service support for, the purchase and delivery of alcoholic beverages. In the event a Business Owner has all applicable permits or licenses required by the local jurisdiction and chooses to pick up and deliver alcoholic beverages in accordance with local, state and federal law, Business Owner becomes entirely responsible for such orders and indemnifies and holds dumpling harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to the order. dumpling will not be responsible for providing any refunds and all expenses incurred as a result of the request for or purchase of any alcoholic beverages shall be borne entirely by Clients and/or Business Owners and not dumpling.

As part of the Services, you may receive communications through the Services, including messages that dumpling sends you (for example, via SMS). When signing up for the Services, you will receive a message to verify your identity and instructions on how to stop receiving messages. BY SIGNING

UP FOR THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM DUMPLING, IN ADDITION TO OTHER USERS THAT YOU INTERACT WITH THROUGH OR IN CONNECTION WITH THE DUMPLING APPS, AND YOU REPRESENT AND WARRANT THAT EACH PERSON YOU REGISTER FOR THE SERVICES OR FOR WHOM YOU PROVIDE A WIRELESS PHONE NUMBER HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM DUMPLING. You agree to indemnify and hold dumpling harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including dumpling);
- (b) Violates any law or regulation, including, without limitation, any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your dumpling account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in dumpling?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including dumpling’s) rights.

You understand that dumpling owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The restrictions above apply, even if the Services may allow you to copy or download certain Content.

Do I have to grant any licenses to dumpling or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy available [here](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant dumpling a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal dumpling account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant dumpling the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users)(a “Limited Audience User Submission”), then you grant dumpling the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so.

Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback,

suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant dumpling the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all dumpling users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with dumpling’s business for any purpose, including marketing and promotion. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your dumpling account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from dumpling’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that dumpling, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like dumpling, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click [here](#). To learn more about the DMCA, click [here](#).

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren’t liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by dumpling. When you access third party websites or use third party services, you accept that there are risks in doing so, and that dumpling is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

dumpling has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, dumpling will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Interactions between Business Owners and/or Clients found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that dumpling shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. dumpling only enables connections between Business Owners and Clients. dumpling does not have control over the quality, timing, failure to provide, or any other aspect whatsoever of actions taken by Business Owners or Clients, nor of the integrity, responsibility, qualifications or any of the actions or omissions whatsoever of any users.

If there is a dispute between participants on this site, or between users and any third party, you agree that dumpling is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release dumpling, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 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."

Will dumpling ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does dumpling cost anything for Clients?

Clients Fees. For each order submitted by a Client on the dumpling platform, the Client shall be responsible for paying: (i) the Business Owner service fee set by the Business Owner for their shopping and delivery services (“Business Owner Service Fee”) and (ii) gratuity associated therewith (“Gratuity”). For orders that include the purchases of goods, the Client shall also be responsible for (iii) the cost of goods purchased from stores with the dumpling-issued credit or debit card (“Goods Purchased”) and (iv) a platform fee, which is five percent (5%) of the Goods Purchased (“Platform Fee”). Collectively, (i), (ii), (iii) and (iv), a “Client Order Amount” or “Order Amount”)

Business Owners and Clients hereby authorize dumpling to charge Clients for Business Owner Services rendered or to be rendered by Business Owners, including any Goods Purchased for Clients by Business Owners, fees to dumpling, and any applicable Cancellation Fees (as defined in the following sentence). In addition, a \$20 authorization hold will be placed on Clients Payment Method at the time an order is placed. The authorization hold will be released when the order is completed, though may take 5-10 business days to be reflected on Client’s Payment Method statement. If you are a Client, you understand and agree that if you submit an order on dumpling and then cancel the order before it is completed, you may owe still owe the Order Amount or cancellation fee (“Cancellation Fee”). The payment amount and other terms for Cancellation Fees are determined by each Business Owner in his or her sole discretion.

The Client is responsible for paying for all Goods Purchased and services that were requested by him or her when the order was placed, in addition to other items requested after. The Business Owner is not obligated to return any purchased items. The full purchase price of Goods Purchased by the Business Owner on behalf of Client is the Client’s responsibility, per the receipt issued to the Business Owner from the applicable store. Clients are entitled to receive the receipt for all purchases and can return any purchased items themselves, if permitted by the store-specific policies of those purchases. For any returns that are allowed by the Business Owner and by the store where the goods were purchased, dumpling will refund Client’s credit card for the refund amount within 15 business days of the refund being processed by the store.

Does dumpling Cost anything for Business Owners?

Business Owner Fees. Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please see dumpling.us/pricing and drive.dumpling.us for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement.

For completed orders that are successfully paid by Clients and subject to these Terms, the Business Owner is entitled to receive a direct deposit payout through the Payment Processor for the (a) Business

Owner Service Fee and (b) Gratuity, less a credit card Processing Fee, per the pricing plan that the Business owner has selected from dumpling.us/pricing. The credit card processing fee is calculated as a percentage of the Business Owner Service fee, Gratuity, and Goods Ordered (“Processing Fee”). For Business Owners on the Pioneer Starter plan, the credit Processing Fee is five dollars (\$5). For Business Owners on the Pioneer Pro, plan the Processing Fee is 3 percent.

The Processing Fee covers our own processing fees and expenses. dumpling reserves the right to change, alter, add or remove fees at any time in our sole discretion, provided that we notify Business Owners and Clients of such changes in advance.

In addition to the Processing Fee and Platform Fee, dumpling is entitled to receive the costs of goods purchased, provided that if a Client does not make sufficient payment for Business Owner Services, the Business Owner agrees to pay dumpling all amounts necessary to cover the charges, and dumpling reserves the right to withhold all or a portion of the charges owed to Business Owners to accomplish the foregoing.

Business Setup Fee. Business owners pay a setup fee to activate their account and mail a dumpling-issued credit or debit card (“dumpling Card”). Please see dumpling.us/pricing for the current pricing and description. The business setup fee is not refundable. **Payment Processing.** We use Stripe, Inc., a third-party payment processor (the “Payment Processor”) to charge clients and to deposits amounts owed to Business Owners (your “Billing Account”). By signing up for an account and using the Services, you agree to the [Stripe Connected Account Agreement](#) and the [Stripe Privacy Policy](#). dumpling will process all payments due to Business Owners through the Payment Processor, which can take up to five (5) business days to appear in a Business Owner’s Billing Account after Business Owner successfully charges a Client. Business Owners acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law. If a Client for whom a Business Owner performs Business Owner Services does not make sufficient payment, the Business Owner agrees to pay all amounts necessary to cover the charges, and dumpling reserves the right to withhold all or a portion of the charges owed to Business Owners to accomplish the foregoing. We may replace our third-party payment processing services without notice to you. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.

WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS

AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO ACCOUNT SETTINGS.

Auto-Renewal for Paid Services. Unless you opt out of auto-renewal, which can be done through your account settings, any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, go to account settings or, for mobile applications, cancel your subscription in the plan management section of the applicable App Store. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH YOUR ACCOUNT SETTINGS OR TERMINATE YOUR DUMPLING ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, DUMPLING WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

What payment terms apply to both Clients and Business owner?

Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION

CAN BE MADE IN YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

Coupons and Promotions. dumpling may, in its sole discretion, offer promotional codes or coupons from time to time (“Promotions”) that may be redeemed for discounts on orders through the Services. Business Owners may also create their own promotions (“Business Owner Promotions”) using the dumpling Services. The following terms shall apply to Promotions and Business Owner Promotions: (i) Promotions and Business Owner Promotions must be used in a lawful manner; (ii) Promotions and Business Owner Promotions may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by dumpling; (iii) Promotions and Business Owner Promotions may be disabled at any time for any reason without liability to dumpling; (iv) Promotions and Business Owner Promotions may only be used pursuant to the specific terms that dumpling establishes for such Promotions and Business Owner Promotions; (v) Promotions and Business Owner Promotions are not redeemable for, and cannot be combined with, cash; (vi) dumpling is not responsible for any lost or stolen Promotions or Business Owner Promotions or use without your permission; and (vii) there are no implied warranties for Promotions or Business Owner Promotions. You agree that we may deactivate, cancel or suspend any Promotions or Business Owner Promotions if we suspect fraud, unlawful activity or improper Promotion or Business Owner Promotion use. Promotions and Business Owner Promotions are calculating using the entire Order amount, unless stated otherwise by dumpling. Business Owner Promotions are deducted from a Business Owner’s earnings, unless otherwise agreed by dumpling and the Business Owner in writing.

Terms that Apply to Business Owners:

Business Owners represent, warrant and agree that they will use the Services and perform the Business Owner Services in compliance with all applicable laws and regulations, and without violating (or permitting others to violate) any agreement with or rights of any third party.

Licensing. Business Owners alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering or performing any Business Owner Services. Certain types of services may be prohibited altogether, and it is the responsibility of Business Owners to avoid such prohibited services. If Business Owners have questions about how local laws apply to the Business Owner Services, they can and should seek separate legal guidance.

Because dumpling does not oversee the Business Owner Services, Clients must determine for themselves whether a Business Owner is qualified to perform a specific service. Clients may wish to consult their state/provincial/territorial or local requirements to determine whether certain Business Owner Services are required to be performed by a licensed professional.

IRS Requirements. Internal Revenue Service (“IRS”) regulations require that we issue a 1099-K form to you and the IRS if you meet both of these requirements: (1) you had \$20,000 USD in sales to Clients on the dumpling platform during the calendar year; and (2) you received 200 or more payments through

Clients on the dumpling platform over that same period. Business Owners acknowledge and agree that they will provide all applicable tax ID information upon notification from dumpling.

Unauthorized or Illegal Use. dumpling may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of these Terms, or that it exposes you, Clients or other users, or dumpling to harm (which term includes fraud and other criminal acts). If we reasonably suspect that your dumpling account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your dumpling account, and any of your transactions with law enforcement. In addition, dumpling reserves the right to cancel, suspend, or refund any payment transactions that have been completed through dumpling until suspected unauthorized or illegal use allegations have been settled. We reserve the right to debit any Business Owner's Billing Account until the resolution of any and all suspected fraudulent transactions.

Dumpling Card. We may issue you a Dumpling Card credit or debit card which may be used to fulfill a Client's order. Your use of such card is subject at all times to Stipe and Prepaid Expense Card Solutions, Inc. ("PEX"), [Terms of Use](#) and [Privacy Policy](#). You agree to make purchases with such card solely to fulfill a Client's in accordance with our terms and for no other reason, and you agree to reimburse dumpling all amounts owed in violation of the foregoing. We reserve the right to debit Business Owner's Billing Account or Payment Method until the resolution of any and all suspected fraudulent transactions. The Dumpling Card works at designated grocery and retails stores and does not support online or store application purchases. We reserve the right to block any attempted charge with the Dumpling Card, including those that we believe to be violation of our Terms or suspected fraud.

Complete Client Orders. If you are a Business Owner and make any purchases to fulfill a Client's order, then no later than twenty-four (24) hours after the applicable establishment issues you a receipt, you must upload the receipt and complete the order through the applicable Apps. You agree to attach receipts for all purchases and complete Client orders even if the goods purchased for a Client have not yet been delivered to the Client. **You acknowledge and agree that you are responsible for the full cost of Goods Purchased and are not entitled to receive any payment if you fail to complete Client orders and attach the receipt in accordance with this section. dumpling is free to terminate (or suspend access to) your use of the Services or your account for failure to attach receipts or close orders for any purchases made on behalf of Clients.** Further, you are responsible for reimbursing dumpling within twenty-four (24) hours for any Goods Purchased that are not uploaded to a closed order. Business Owners are responsible for all items not purchased with the Dumpling Card and will not be reimbursed by dumpling.

Appointment as Limited Agent. Each Business Owner appoints dumpling as its agent for the limited purpose of accepting and settling payments that are actually received by dumpling from Clients purchasing any Business Owner Services, less any amounts owed to dumpling and subject to these Terms. Each Business Owner agrees that a payment received by dumpling, on behalf of a Client, satisfies the Client's obligations to make payment to the Business Owner, regardless of whether dumpling actually settles such payment to the Business Owner. If dumpling does not settle any such payments as described in these Terms to a Business Owner, such Business Owner will have recourse only against dumpling and not the Client directly.

Recoupments. We reserve the right, in our sole discretion, to seek reimbursement from a Business Owner in any of the following circumstances: (a) we provide a refund to a Client; (b) we discover erroneous or duplicate purchases or transactions related to a Business Owner; (c) disputed credit card transactions made by Client; (d) a Business Owner does not upload the receipt for a purchase; (e) a Business Owner does not successfully complete the order using the applicable Business Owner app, or (f) a Business Owner does not act in accordance with these Terms. We may obtain reimbursement of any amounts owed by a Business Owner to dumpling by deducting from future payments owed to the Business Owner, charging the Business Owner's Billing Account, or seeking reimbursement from the Business Owner by any other lawful means, including by using third-party collections services. You authorize us to use any or all of the foregoing methods to seek reimbursement.

Client's Failure to Pay. Each Business Owner agrees to make reasonable efforts to collect payment due from Clients for whom the Business Owner offers or provides Business Owner Services or any other services, including due to disputed credit card transactions. If a Client does not make sufficient payment, the Business Owner agrees to pay dumpling all amounts necessary to cover the Goods Purchased. Business Owners acknowledge and agree that dumpling reserves the right to withhold all or a portion of the charges owed to Business Owners to accomplish the foregoing.

Fraud Protection. The Starter, Pro, or Tycoons plans are eligible for fraud protection, in addition to the Pioneer Starter and Pioneer Pro plans. Business owners that satisfy all of the following requirements are eligible, at dumpling's discretion, to be reimbursed for Good Purchased with their Dumpling Card specifically when payments are unable to be collected from Clients:

- Orders received August 3, 2020 or later,
- Goods Purchased that do not include any Restricted Items,
- Goods Purchased that only include food and grocery items, not other categories such as electronics, furniture, mattresses, and appliances,
- Goods Purchased delivered to the same address specified by Client when they placed the order in the dumpling app,
- Goods Purchased only with the Dumpling Card,
- Orders that dumpling did not notify Business Owner of potential fraud,
- Business Owner marked the order completed and charged or attempted to charge the client in Business Owner app prior to delivering the Goods Purchased to the Client,
- Provided proof of delivery to the good purchased, including a photograph and timestamp of items delivered to Client,
- Provided copies of all communications with Client, including text messages and written summaries of verbal conversations,
- Good Purchased value less than \$500,
- No more than 4 claims of fraud protection in any 12-month period,
- Business owner made reasonable efforts to collect payment from Client, including unpaid and disputed charges,
- Business owners made reasonable efforts to prevent, investigate and report fraud, and
- Business owner completed dumpling fraud applications

Business owners that qualify and fulfill all of the Fraud Protection requirements are eligible to be reimbursed for cost Goods Purchased with Dumpling Card. Reimbursement does not include any Business Owner service fees, Gratuity, order adjustments, or any other expenses or fees.

Account Inactivity. We reserve the right, in our sole discretion, to terminate (or suspend access to) your account at any time, including if your account does not complete any Client orders for more than 30 consecutive days.

Your Liability for Chargebacks. The amount of a transaction may be reversed or charged back to your dumpling account (a “Chargeback”) if the transaction is or was (a) disputed; (b) reversed for any reason, including by our Payment Processor, a Client or our financial institution; (c) not authorized or we have any reason to believe that the transaction was not authorized; or (d) allegedly unlawful, suspicious, or in violation of these Terms. dumpling reserves the right to hold any pending payout(s) of a Business Owner depending on the Chargeback rate of such Business Owner in order to manage risk across our platform.

Our Collection Right for Chargebacks. For any transaction that results in a Chargeback, we may debit the amount of any Chargeback and any associated fees, fines, or penalties by our Payment Processor from your dumpling account (including a fifteen dollar (\$15) Chargeback fee), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay payouts from your dumpling account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under these Terms until such time that:

(a) a Chargeback is assessed due to a Client’s complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the Client may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys’ fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all dumpling account deficit balances unpaid by you.

Refunds. By accepting payment through dumpling, you agree to provide refunds and adjustments to Clients in accordance with these Terms for your Business Owner Services. The amount of the refund cannot exceed the amount of the Business Owner Service fee, Gratuity, less Processing fees. Please be aware if your refund policy prohibits returns or is unsatisfactory to the Client, you may still receive a Chargeback relating to such sales. You can process a refund by contacting dumpling at mygig@dumpling.us. dumpling has no obligation to accept any returns of any of your goods or services on your behalf. For any returns on goods or services sold, the Business Owner must resolve such returns directly with Clients and dumpling will not be required to be involved in the refund process. Similar Chargeback and fee policies apply for any refunds granted to Clients, in addition to sales taxes and postage fees.

Driving-Related Services. If you provide any driving-related services as part of the Business Owner Services, you represent, warrant, and agree that: (a) you possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle; (b) you have all appropriate licenses, approvals and authority to provide transportation to Clients in all jurisdictions in which you provide driving-related

services; (c) you own, or have the legal right to operate, the vehicle you use when providing driving-related services; such vehicle is in good operating condition and meets industry safety standards and all applicable statutory and state department of motor vehicle requirements; (d) you will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing driving-related services, provide driving-related services while under the influence of alcohol or drugs, or take any action that harms or threatens to harm the safety of Clients or third parties; and (e) you have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that covers your operation of the vehicle you use to provide driving-related services.

What if I want to stop using dumpling?

You're free to do that at any time, by contacting us at mygig@dumpling.us; please refer to our Privacy Policy available [here](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

dumpling is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. dumpling has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of dumpling.

If you have deleted your account by mistake, contact us immediately at mygig@dumpling.us – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What should I know about the dumpling Apps and dumpling Owners Apps available via the Apple App Store and Google Play Store?

Clients must use one of the dumpling Apps and Business Owners must use one of the dumpling Owners Apps in order to use the Services, which are available from the Apple, Inc. ("Apple") app store or the Google Play Store. These Terms apply to your use of all the Services, but the following additional terms also apply to the dumpling Apps and dumpling Owners Apps for iOS (each, an "Application"):

- (a) Both you and dumpling acknowledge that the Terms are concluded between you and dumpling only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, nonsublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that dumpling, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, dumpling, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and dumpling acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use;
- (j) In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE; and
- (k) Both you and dumpling acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, 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 against you as the third party beneficiary hereof.

Privacy and Protecting Personal Information

Business Owners are responsible for protecting Clients' personal information you receive or process, and you must comply with all relevant legal requirements. This includes applicable data protection and privacy laws that govern the ways in which you can use Client information. These laws may require that

you post and comply with your own privacy policy, which must be accessible to Clients with whom you interact. Your privacy policy must be compatible with this policy and dumpling's Terms.

In particular, you may receive and determine what to do with certain personal information, such as when communicating with users and entering into transactions with Clients. This means you process personal information (for example, Client name, phone number, email address, delivery address, or shopping list) and, to the extent you do so, you are an independent controller of data relating to other users that you may have obtained through the Services. You are responsible for protecting user personal information you receive or process and complying with all relevant legal requirements when you use the Services. This includes applicable data protection and privacy laws that govern the ways in which you can use a user's information. Such laws may require that you post, and comply with, your own privacy policy, which must be accessible to Clients you interact with and compatible with this policy and dumpling's Terms. As a data controller (that is someone who decides what personal data is collected and the purpose you'll use the data for) to the extent that you process user personal information outside of the Services, you may be required under applicable data protection and privacy laws to honor requests received from such users for data access, portability, correction, deletion, and objections to processing. Also, if you disclose personal information without the Client's proper consent, you are responsible for that unauthorized disclosure. This includes, for example, disclosures you make or unintentional data breaches. For example, you may receive a Client's email address or other information as a result of entering into a transaction with that Client. This information may only be used for dumpling-related communications or for dumpling-facilitated transactions. You may not use this information for unsolicited commercial messages or unauthorized transactions. Without the Client's consent, and subject to other applicable dumpling policies and laws, you may not add any Clients to your email or physical mailing list, use that client's identity for marketing, or obtain or retain any payment information. Please bear in mind that you're responsible for knowing the standard of consent required in any given instance. If dumpling and you are found to be joint data controllers of personal information, and if dumpling is sued, fined, or otherwise incurs expenses because of something that you did in your capacity as a joint data controller of Client personal information, you agree to indemnify dumpling for the expenses it occurs in connection with your processing of Client personal information.

What else do I need to know?

Warranty Disclaimer. Neither dumpling nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. dumpling makes no representations or warranties about the suitability, reliability, timeliness, or accuracy of services, goods or products offered or purchased through or in connection with the Services or identified through the dumpling platform, including any Business Owner Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services, goods or products offered or purchased through the Services. Products, goods and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from dumpling or others (unless, with respect to such others only, provided expressly and

unambiguously in writing by a designated third party for a specific product, good or service). BUSINESS OWNERS ARE NOT EMPLOYEES OR INDEPENDENT CONTRACTORS OF DUMPLING. DUMPLING DOES NOT PERFORM BUSINESS OWNER SERVICES AND DOES NOT HIRE OR EMPLOY OTHERS TO PERFORM THEM. USERS HEREBY ACKNOWLEDGE THAT DUMPLING DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR BUSINESS OWNERS AND IS NOT RESPONSIBLE FOR THEIR PERFORMANCE IN ANY MANNER. THE SERVICES AND CONTENT ARE PROVIDED BY DUMPLING (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL DUMPLING (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS (INCLUDING IF THE DUMPLING SITE OR ANY OF THE DUMPLING OWNERS APPS OR DUMPLING APPS GO DOWN), DATA LOSS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO DUMPLING IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, you agree to indemnify and hold dumpling, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without dumpling’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND DUMPLING ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Miscellaneous. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and dumpling agree that these Terms are the complete and exclusive statement of the mutual understanding between you and dumpling, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, independent contractor, or joint venture of dumpling, and you do not have any authority of any kind to bind dumpling in any respect whatsoever.

Except as expressly set forth in the section above regarding the Apple Application, you and dumpling agree there are no third party beneficiaries intended under these Terms.