
Atlantis Delivery LLC

Terms and Conditions

Last Updated 1/19/2021

Welcome to Atlantis Delivery!

These Terms and Conditions (these “Terms”) apply to your access to, and your use of our mobile applications (collectively the “Apps” and each an “App”), website located at www.AtlantisFreshDelivery.com (the “Site”), which are operated by Atlantis Delivery LLC, or its subsidiaries, licensees and affiliated companies (“AtlantisFreshDelivery”, “we”, “Atlantis Delivery”, “us”, or “our”). These Terms are important, contain legal obligations and affect your legal rights, so please read them carefully. NOTE THAT SECTION 11 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

BY CLICKING “I ACCEPT”, OR BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, OR MAKING ANY PURCHASES, YOU AGREE TO THESE TERMS. THESE TERMS ARE SUBJECT TO CHANGE AS DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS (OR ANY PORTION OF THESE TERMS), INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 11 OF PART ONE, YOU MAY NOT ACCESS OR USE OUR SERVICES AND MUST IMMEDIATELY TERMINATE YOUR USE OF SERVICES.

Part 1 - Terms for All Users

1. Eligibility

The Services are not targeted toward or intended for use by anyone under the age of 13.

Atlantis Delivery encourages parents to supervise their children's digital activities and to consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also keep children from disclosing online their name, address and other personal information without parental consent. Additional eligibility requirements apply to purchases made using the Services, and are set forth in Part Three.

If you are using the Services on behalf of any person, you represent and warrant that you are authorized to accept these Terms on such person's behalf and that such person agrees to be responsible to us if you or such person violates these Terms.

2. Accounts and Account Security

In order to access and use certain areas or features of the Services, including to purchase any products made available through the Apps (the, "Products"), you will need to register for an account (an "Account"). You can create an Account as follows:

Download our App on a smartphone or other mobile device that is capable of downloading and running the App from the Apple App Store or Google Play Store (as applicable) and follow the prompts to create an Account. Atlantis Delivery does not charge to download its App, but standard data rates may apply.

By creating an Account, you agree to (a) provide accurate, current and complete Account information, (b) maintain and promptly update, as necessary, your Account information, (c) maintain the security of

your Account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use your Account, including by use of the Services on your behalf, and (e) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. We shall not be responsible for misdirected communications such as mail or e-mail or any consequences thereof.

3. Privacy Policy

Atlantis Delivery's personal information practices, including the collection, use and/or disclosure of your personal information, are governed by Atlantis Delivery's privacy policy located at <https://www.AtlantisFreshDelivery.com/privacy>, which is hereby incorporated into these Terms by reference. We reserve the right to modify our privacy policy from time to time. While using the Services and from time to time, you may be asked whether or not you consent to and wish to receive marketing and other non-critical communications relating to the Services. If you agree and consent to receiving such communications from Atlantis Delivery, you may opt-out of receiving such communications at any time as provided in our privacy policy.

4. Ownership, License & Restrictions on Use

4.1. The materials provided, contained in or made available for use in connection with the Services (collectively, the "Materials") are protected by law, including, but not limited to United States Copyright and Trademark laws, and international treaties. The Services are controlled and operated by Atlantis Delivery from its offices within the U.S. Atlantis Delivery makes no representation that any of the Services or Materials are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose and access any of the Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. See below for further copyright and trademark information.

4.2. All right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Services and the Materials belong to Atlantis Delivery or the original creator of the material. Further, all names, designs, graphics, data, images, pictures, logos and icons on the Services and the Materials are proprietary information or proprietary marks of Atlantis Delivery or the original creator of the material. The compilation of all content, including the look and feel of the Services (including the Materials), is the exclusive property of Atlantis Delivery and is protected by U.S. copyright law, as applicable. Except as may be expressly provided herein, nothing contained in these Terms or elsewhere shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights, to any of the Materials.

4.3. You are hereby granted a personal, non-exclusive, non-transferable, limited license to: (i) use the Apps on your mobile device for your personal non-commercial use only; and (ii) view the Sites, and to print insignificant portions of materials retrieved from the Sites provided (a) they are used only for informational, non-commercial purposes, and (b) you do not remove or obscure the copyright notice or other notices. You are not allowed to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services obtained directly from the Services (including the Materials). Further, you may not reproduce any part of the Services (including the Materials) and any such violation with respect to the Services will terminate the license(s) granted herein.

4.4. You also may not, without the permission of Atlantis Delivery "mirror" any of the Materials on any other server. Any unauthorized use of any of the Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4.5. As between you and Atlantis Delivery, all submissions, suggestions, ideas, artwork, or other information (the "Submission") communicated to Atlantis Delivery through the Services become the sole and exclusive property of Atlantis Delivery. Atlantis Delivery is not required to treat any Submissions as confidential, and will not incur any liability as a result of any similarities that may appear in future Atlantis Delivery endeavors. Atlantis Delivery will have exclusive ownership of all present and future existing rights, including all commercial rights, to the Submission of every kind and nature in perpetuity throughout the universe, without acknowledgment or compensation to you. You acknowledge that you are responsible for whatever material you submit, and that you, not Atlantis Delivery, have full responsibility for the Submission, including its legality, reliability, appropriateness, novelty, and copyright. Atlantis Delivery reserves the right (but is not obligated) to remove or edit such content, but does not regularly review posted content. Atlantis Delivery has the right but not the obligation to monitor and edit or remove any activity or content. Atlantis Delivery takes no responsibility and assumes no liability for any content posted by you or any third party.

4.6. The trademarks, service marks, and logos (the "Trademarks") used and displayed on the Services (including the Materials) are registered and unregistered Trademarks of Atlantis Delivery and others. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Services (including the Materials), without the written permission of the Trademark owner. Atlantis Delivery aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Atlantis Delivery LLC, or the AtlantisFreshMarket logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without prior, written permission of Atlantis Delivery. Atlantis Delivery prohibits use of the Atlantis Delivery logo as a "hot" link to any website, including Atlantis Delivery sites, unless establishment of such a link is approved in advance by Atlantis Delivery in writing.

5. User Conduct

As a specific condition of your use of any of the Services, you explicitly agree not to (a) use any of the Services for any purpose that is unlawful or prohibited by these Terms; (b) use the Services in any way that could damage, disable, overburden, or impair any of the Services, or interfere with anyone else's use of any of the Services; (c) attempt to gain unauthorized access to Atlantis Delivery computer systems or networks connected to Atlantis Delivery, through hacking, password mining or any other means; (d) attempt to reverse engineer any portion of any of the Services or attempt to infringe the intellectual property rights of others in any way; (e) obtain or attempt to obtain any materials or information through any means not intentionally made available through any of the Services; (f) attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access; (g) develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services; and (h) use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

6. Third Party Content

The Services may contain links to and from third party websites. Atlantis Delivery has no control over the content or privacy policies of third party websites that you may link to from the Services or their advertisers. If you visit a linked website, be aware that the third party operating any such website may have access to any information you submit via that website. Atlantis Delivery is not responsible for any third party's failure to establish or abide by its or our privacy policy. We suggest always checking the privacy policy for each website that you visit prior to submitting any personal information. Links to third party websites do not imply endorsement of the websites by Atlantis Delivery.

7. Effective Date, Modification; Changes

These Terms are effective and were last updated as of the revision date at the beginning of these Terms. At any time, Atlantis Delivery may revise these Terms. If we make changes, we will post the amended Terms to our Services, and update the "Last Updated" date . We may also notify you by sending an email notification to the address associated with your Account or providing notice through our Services. Revisions are effective and binding when posted on the Services. Any continued use of any of the Services following any revision means you agree to the revisions. Atlantis Delivery expressly reserves the

right to terminate or discontinue any of the Services at any time and for any reason, with or without notice to you.

8. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify Atlantis Delivery's Designated Agent as follows:

AtlantisFreshDelivery.com

Atlantis Delivery LLC

Attn: Webmaster

555 S. Columbus Ave.

Suite 201

Mt. Vernon, NY 10550

9. Disclaimers

EXCEPT AS MAY BE PROVIDED IN A WARRANTY BY THE MANUFACTURER OF A PRODUCT, THE SERVICES AND ALL CONTENT THEREIN ARE PROVIDED ON AN "AS AVAILABLE" AND "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT: (A) THE PROGRAM, SERVICES, PROMOTIONAL CONTESTS, AND MATERIALS ARE FREE OF ERRORS; (B) DEFECTS WILL BE CORRECTED; OR (C) THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES OR ANY CONTENT THEREIN IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA. WITHOUT LIMITING THE FOREGOING, ATLANTIS DELIVERY MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUALITY, RELIABILITY, COMPLETENESS, ACCURACY, TIMELINESS, AVAILABILITY, SECURITY OR FUNCTIONALITY OF THE SERVICES OR ANY CONTENT THEREON. ATLANTIS DELIVERY WILL NOT BE LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA, THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT, OR FOR THE DELETION OF, OR THE FAILURE TO STORE. ATLANTIS DELIVERY MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE SERVICES MAY NOT BE CONTINUOUSLY AVAILABLE DUE TO MAINTENANCE OR REPAIRS OR DUE TO COMPUTER PROBLEMS OR CRASHES, DISRUPTION IN INTERNET SERVICE OR OTHER UNFORESEEN CIRCUMSTANCES. THE SERVICES AND ASSOCIATED CONTENT ARE INTENDED FOR USE AND DISPLAY ONLY WHERE ITS USE AND DISPLAY ARE PERMISSIBLE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

ATLANTIS DELIVERY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS ON OR FROM ANY OF THE SERVICES, PROMOTIONAL CONTESTS, AND CONTENT THEREIN, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITES, THE APPS OR MATERIALS PROVIDED, MADE AVAILABLE IN CONNECTION WITH THE PROGRAM OR ANY PROMOTIONAL CONTESTS, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS CONTAINED THEREIN, (C) THE UNAVAILABILITY OF ANY OF THE SERVICES OR ANY PORTION THEREOF, (D) YOUR USE OF ANY OF THE SERVICES, OR PARTICIPATION IN ANY PROMOTIONAL CONTESTS, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY OF THE SERVICES OR PROMOTIONAL CONTESTS.

ANY DEALINGS WITH ANY THIRD PARTIES (INCLUDING ADVERTISERS AND/OR SPONSORS) APPEARING ON THE SITES, THE APPS OR MATERIALS PROVIDED OR MADE AVAILABLE IN CONNECTION WITH THE PROGRAM, PARTICIPATION IN ANY PROMOTIONS OR OFFERINGS (INCLUDING DELIVERY OF AND PAYMENT FOR GOODS AND SERVICES) AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH ACTIVITIES ARE SOLELY BETWEEN YOU AND SUCH ADVERTISER OR OTHER THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR EXAMINING OR EVALUATING, AND WE DO NOT WARRANT THE OFFERINGS OF, ANY OF THESE BUSINESSES OR INDIVIDUALS OR THE CONTENT OF THEIR WEBSITES. ATLANTIS DELIVERY DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE ACTIONS, PRODUCT, AND CONTENT OF ALL THESE AND ANY OTHER THIRD PARTIES. YOU SHOULD CAREFULLY REVIEW THEIR PRIVACY STATEMENTS AND OTHER CONDITIONS OF USE. ATLANTIS DELIVERY IS NOT RESPONSIBLE OR LIABLE TO ANY PARTY WHO PARTICIPATES IN ANY SUCH DEALINGS, PROMOTIONS OR OFFERINGS.

WE ATTEMPT TO DISPLAY THE PRODUCTS AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SERVICES, INCLUDING PRICING AND NUTRITIONAL INFORMATION, AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION. IN THE EVENT OF AN ERROR ON OUR SERVICES, IN AN ORDER CONFIRMATION, IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON THE SERVICES DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS OR SUPPLY ISSUES, THE AVAILABILITY AND VARIABILITY OF PRODUCTS, DISTINCT COOKING OR OTHER PREPARATION METHODS AND VARIABILITY OF COOKING EQUIPMENT AND APPLIANCES. THE SERVICES MAY CONTAIN INFORMATION ABOUT PRODUCTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT ON THE SERVICES DOES NOT IMPLY OR GUARANTEE THAT IT IS OR WILL BE AVAILABLE IN YOUR LOCATION OR AT THE TIME OF YOUR ORDER.

10. Limitation of Liability

IN NO EVENT WILL WE OR OUR PARENT, SUBSIDIARY, OR AFFILIATED COMPANIES, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE SERVICES, OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT YOU SPENT ON PURCHASES FROM THE APPS IN THE MOST RECENT TWELVE-MONTH PERIOD, OR (II) IF YOU HAVE NOT PAID ATLANTIS DELIVERY, THE AMOUNT OF \$100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR ACCOUNT. CERTAIN APPLICABLE LAWS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. Dispute Resolution; Binding Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH ATLANTIS DELIVERY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Access to and use of any of the Services and these Terms are governed by the laws of the State of New York and the United States as applicable therein, without resort to conflict of law provisions. Atlantis Delivery makes no representation that the contents of any of the Services are appropriate or available for use outside of the United States, and those who choose to access any of the Services from other locations are solely responsible for compliance with their local laws. Any legal actions against Atlantis Delivery must be commenced within two years after the claim arose. Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, "Disputes") arising out of or related to a violation of Section 5 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets, or patents, you and Atlantis Delivery agree (a) to waive your and Atlantis Delivery's respective rights to have any and all Disputes arising from or related to these Terms, or the Services resolved in a court, and (b) to waive your and Atlantis Delivery's respective rights to a jury trial. Instead, Any Dispute arising out of or relating to any of the Services, or these Terms will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason. ANY SUCH DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY DISPUTE OF ANY OTHER PARTY. Each party shall be responsible for its costs incurred in such arbitration, but if you cannot afford to pay for the arbitration you agree to provide us the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in Westchester County, New York, or in the county where you reside, and judgment on the arbitration award may be entered into by any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 12 by writing to: Atlantis Delivery LLC, 555 S Columbus Ave Suite 201 Mt Vernon, NY 10550. In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS IN A COURT LOCATED IN WESTCHESTER, NEW YORK. Notwithstanding the foregoing, Atlantis Delivery may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).

12. Governing Law and Venue

These Terms, your access to and use of the Services, including your order of Products shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law rules or principles (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal

courts of the State of New York and the United States, respectively, sitting in the State of New York, County of Westchester.

13. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Services and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

14. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

15. Survival

The following sections will survive the expiration or termination of these Terms and the termination of your Atlantis Delivery account: all defined terms and Sections 3, 4, 5, 9, 10, 11, 12, 13, 14, and 15 of Part One.

16. Miscellaneous

These Terms (including, for greater certainty, the additional items in Part Two) constitute the entire agreement between you and Atlantis Delivery relating to your access to and use of the Services and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Atlantis Delivery. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Atlantis Delivery's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Part Two –

TERMS APPLICABLE TO USE OF THE ATLANTIS DELIVERY APP and the ATLANTISFRESHDELIVERY WEBSITE

These terms govern the purchase and sale of Products from and by Atlantis Delivery through the Atlantis Delivery App and the AtlantisFreshDelivery Website.

1. Atlantis Delivery Services

Atlantis Delivery wants to make the Products you love available to you in ways that are convenient to you. In furthering this mission, we created the Atlantis Delivery application (the “Atlantis Delivery App”) and the AtlantisFreshDelivery website (the “AtlantisFreshDelivery Website,” together with the Atlantis Delivery App, collectively the “Atlantis Delivery Service”), which give users the capability to order Products for delivery. The Atlantis Delivery Service is currently beta software, meaning that are still in development and may not function fully or may not function without error. During this test phase, delivery services are limited to participating locations. All Orders placed using the Atlantis Delivery Service are subject to availability and your acceptance of these Terms.

2. Acceptance of Order

Your placement of an Order does not necessarily assure that we will accept your Order. We reserve the right to refuse any Order in our sole discretion for any reason, including but not limited to lack of availability, errors on the AtlantisFreshDelivery Service, and/or errors in the Order. Once a properly completed Order is received, authorization of your form of payment is received and we have accepted your Order, we will begin preparing your Order for pickup or delivery, as applicable, and will send you an Order Confirmation.

3. Guest Checkout

You must have a valid, active Account to use the Atlantis Delivery Service. If you do not have an Account, you may create one at the time of your Order.

4. Pricing and Availability

All prices are shown in U.S. dollars, and taxes, shipping and handling charges (if any) are additional. PRICES, PROMOTIONS AND OFFERS DISPLAYED IN THE ATLANTIS DELIVERY SERVICE ARE SOMETIMES DIFFERENT THAN THE PRICES, PROMOTIONS AND OFFERS THAT ARE DISPLAYED IN, OR ADVERTISED FOR, OUR ATLANTIS FRESH MARKET STORES OR ON THE ATLANTIS DELIVERY APP. FOR EXAMPLE, SOMETIMES ATLANTIS DELIVERY SERVICE PRICES WILL BE HIGHER THAN IN-STORE PRICES. We reserve the right to charge a "Small Basket Fee" if your Order does not exceed a minimum amount, which may vary by area. You will be advised of any applicable Small Basket Fee prior to checkout. All of our Products are subject to availability, and we reserve the right to impose quantity limits on any Order, to reject all or part of an Order, to discontinue offering certain Products and to substitute Products without prior notice. We strive to provide you with high-quality Products, and given the perishable nature of certain Products and market conditions beyond our control, we may be required to make substitutions from time to time.

The delivery fee quoted at checkout may be different than the actual delivery fee for your Order. Differences may occur based on changing availability of drivers, changes in traffic, and other factors between the time you submit your Order and the time your Order is dispatched for delivery and are determined solely by our third party delivery partners. You agree to pay any such differences in delivery fee and that Atlantis Delivery is under no obligation to inform you of such changes before charging your payment method for the actual delivery fee.

5. Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (collectively, an "Order"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be cancelled. You must resolve any payment method problems before we proceed with your Order. If you want to delete your payment

method or add a new payment method, you can do so at any time by accessing your “wallet” within the Atlantis Delivery Service.

In some cases, we (or our third party payment processor) may authorize or reserve a charge on your payment method. The authorization is not a charge. However, it may reduce your available credit by the authorization amount. In the event that the amount of our authorization exceeds the total funds on deposit in your payment account, you may be subject to overdraft or non-sufficient funds charges by the bank issuing your payment method. We are not responsible for these charges and are unable to assist you in recovering them from your issuing bank.

When checking out within the AtlantisFreshDelivery Service, you may choose to store your credit / debit card information for future use. This information will not be stored by AtlantisFreshDelivery but by our payment processor, Authorize.net. This information will only be used to pay for purchases through the Atlantis Delivery Service when you choose to use the stored card.

6. Deliveries

Once you place your Order, you will be provided with an estimated delivery time at checkout. This time is only an estimate and your actual delivery time may be longer or shorter depending on a variety of factors including, among others, traffic, distance, availability of delivery agents at any given time, and weather. You are responsible for inspecting all Products you receive from us for any damage or other issues upon delivery. Atlantis Delivery reserves the right to charge you the full Order amount if you or your designated recipient is not at the designated delivery location when the delivery agent arrives to complete the delivery as well as a restocking or return fee. For deliveries containing alcohol or other age-restricted products, see Section 10 below for additional requirements. You acknowledge that transportation or logistics services are provided by third party independent contractors who are not employed by Atlantis Delivery.

7. Cancellations; Refunds

You cannot make changes to, or cancel, an Order once it is placed. If you are dissatisfied with any Products in your Order, please contact us at 888-204-1420. We reserve the right to, in our sole discretion, issue a refund or replacement products, or take no action.

8. Taxes

We will collect applicable sales tax on Products shipped in the states for which we determine we have a duty to collect sales tax. If a Product is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

9. Product Information Disclosures

While we work to ensure that Product information is correct, on occasion manufacturers may alter their ingredient lists. Actual product packaging and materials may contain more and/or different information than that shown via the Atlantis Delivery Service, at a AtlantisFreshMarket store, or in an Order confirmation. For these reasons you should not rely on the information presented, but should always read labels, warnings, and directions before using or consuming a Product. For additional information about a Product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. Neither Atlantis Delivery, its content provider(s) nor Product manufacturers assume any liability for inaccuracies, misstatements, or omissions. In the event of an error, whether on the Atlantis Delivery Service, or at an AtlantisFreshMarket store, in an Order confirmation or in processing an Order, or delivering a Product, we reserve the right to correct such error and revise your Order accordingly (including charging the correct price) or to cancel the Order and refund any amount charged.

10. Orders Containing Age Restricted Products

You may have the option to order alcohol or Age Restricted Products from participating locations. You agree that you will comply with all applicable laws and not cause Atlantis Delivery to contravene any applicable laws. You agree that you are 21 years of age or older if you order Age Restricted Products. You agree to provide valid government-issued identification during the ordering process and again upon pick-up or delivery of Age Restricted Products. You agree that we cannot deliver alcohol Products to "dry" areas or areas where possession of alcohol is otherwise prohibited, or to persons who are under the legal age or who, in the sole determination of the delivery agent, are intoxicated when receiving delivery of such Products. Lastly, you agree that if any applicable legal requirements for the delivery of Age Restricted Products are not met, Atlantis Delivery reserves the right to cancel either the Age Restriction -related portion, or your entire Order, in its sole discretion.

11. No Resale

You are not permitted to resell or otherwise use the Products for commercial purposes.

12. Customer Service

If you have any questions or concerns relating to your Order, please contact us at 888-204-1420