

Choice Doorstep Terms

Please carefully read these Choice Doorstep Terms (“**Choice Doorstep Terms**”). These Choice Doorstep Terms are terms specific to your (Merchant-User’s) access and use of the Choice Doorstep Products and Services and are in addition to and supplement the ShopHero, Inc. General Terms, which can be found at www.shophero.com/legal/, with regard to the Choice Doorstep Products and Services only.

All capitalized terms not otherwise defined in these Choice Doorstep Terms shall have the meanings ascribed such terms in the General Terms. In the event of a conflict between these Choice Doorstep Terms and the General Terms, these Choice Doorstep Terms shall prevail but only with regard to the Choice Doorstep Products and Services; the General Terms shall prevail for all other Products and Services. These Choice Doorstep Terms, in combination with the applicable Sales Orders, the General Terms and all exhibits and schedules incorporated into such General Terms shall be the “Agreement” between the parties with regard to the Choice Doorstep Products and Services.

YOU, THE MERCHANT-USER, ACKNOWLEDGES AND AGREES THAT, BY (I) EXECUTING A SALES ORDER THAT CONTAINS ANY PURCHASE OF, OR LICENSE TO, ANY CHOICE DOORSTEP PRODUCTS AND SERVICES, (II) IF YOU USE OR UTILIZE ANY CHOICE DOORSTEP PRODUCTS ON YOUR ECOMMERCE WEBSITE OR (III) YOU HAVE ANY CHOICE DOORSTEP PRODUCTS ACTIVE ON YOUR ECOMMERCE WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE CHOICE DOORSTEP TERMS AND THE GENERAL TERMS. IF YOU DO NOT AGREE TO EITHER THESE CHOICE DOORSTEP TERMS OR THE GENERAL TERMS, PLEASE CONTACT SHOPHERO AS SOON AS POSSIBLE AND DO NOT ACCESS OR USE ANY SHOPHERO PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE CHOICE DOORSTEP PRODUCTS AND SERVICES.

1. Choice Doorstep Product Implementation Options. ShopHero offers two implementation options of Choice Doorstep Products and Services for Merchant-Users to choose from:

a. eCommerce Add-On – By default, the ShopHero’s eCommerce platform has a Choice Doorstep Product add-on that is enabled through Merchant-User’s eCommerce website. This Choice Doorstep Product add-on will be active unless Merchant-User requests, in writing, that ShopHero disable this feature.

b. Standalone Choice Doorstep - Merchant-Users may choose to offer the Choice Doorstep Product through a standalone Choice Doorstep Product website. This stand-alone website will be built and managed by ShopHero using Merchant-User’s name and branding to white-label the experience for shoppers.

Among other things, the applicable Sales Order will describe which Choice Doorstep Product implementation option that the Merchant-User is purchasing along with the Initial License Term Period (the eCommerce Add-On Choice Doorstep Product’s term will run contemporaneously with the Merchant-User’s underlying ShopHero eCommerce platform Product term), the Fees associated with the Choice Doorstep Product (if any), and the Merchant User Take Rate (as described below).

2. Merchant-User Take Rate. The Sales Order will describe the Merchant-User Take Rate, which is the commission payable to Merchant-User by ShopHero based upon the Choice Doorstep goods(the “**Choice Doorstep Goods**”) that are actually sold through the Merchant-User’s Choice Doorstep Product on the Merchant-User’s website. Merchant-User Take Rate is the percentage listed on the Sales Order multiplied by the sales price of all Choice Doorstep goods sold by or through Merchant-User’s Choice Doorstep Product on the Merchant-User’s website before tax and shipping less any discounts, coupons, returns, refunds, chargebacks or amounts that reduce the amount actually received by ShopHero as a result of such sales. ShopHero will remit payment of the Merchant-User Take Rate for all Choice Doorstep Goods sales occurring during the previous month by and through the Choice Doorstep Product on Merchant-User’s website. Such payments will be made in accordance with ShopHero’s then current policies and procedures for such payments.

3. Payment Processing. The processing of payment for the Choice Doorstep Goods purchased by and through the Choice Doorstep Product on Merchant-User’s website will transact via ShopHero’s merchant account. ShopHero shall be responsible for collecting and remitting applicable sales taxes and for any fees associated with payment processing.

4. Choice Doorstep Goods. ShopHero is not the manufacturer of any Choice Doorstep Goods. ShopHero warrants to Merchant-User that each manufacturer of Choice Doorstep Goods has guaranteed, at a minimum, the Choice Doorstep Good meets applicable federal, state and local laws and regulations applicable to the Choice Doorstep Good or its sourcing, harvesting, processing, transportation, storage, holding, promotion, packing, packaging, labeling, advertising, distribution, or sale thereof and that such Choice Doorstep Goods are fit for human consumption or other particular purpose for which they were sold.

5. Disclaimers and Limitations of Liability. In addition to the disclaimers, limitations and exclusions described in the General Terms, the following disclaimers, limitations and exclusions apply to these Choice Doorstep Terms, the Choice Doorstep Products and Services and the Choice Doorstep Goods:

a. Except as expressly in these Choice Doorstep Terms, Merchant-User agrees that ShopHero is not responsible or liable for any Choice Doorstep Goods or any content or information that is provided about the Choice Doorstep Goods by the manufacturer of such Choice Doorstep Goods, whether included on the Merchant-User’s website through the Choice Doorstep Product or not. All health and wellness information, nutritional content, and nutritional information about any Choice Doorstep Good is provided for informational purposes only and is not a substitute for the diagnosis, treatment and advice of a qualified health-care provider. ShopHero does not warrant or guarantee that any such any information about any Choice Doorstep Good, including, but not limited to, any health, wellness, or nutritional information, is accurate, complete, reliable, current, or error-free. Other than as specifically stated herein, ShopHero makes no warranties, express or implied with regard to any Choice Doorstep Goods and specifically disclaims all other expressed or implied warranties including, without limitation, the implied warranties of fitness for a particular purpose, non-infringement or merchantability.

b. ShopHero’s liability for any and all claims arising out of the Choice Doorstep Goods, regardless of whether such liability arises under common law negligence, strict liability, statutory law or contractual obligation, shall extend only to bodily injury or property damage primarily caused by acts or omissions of ShopHero or its employees or principally caused by its breach of this Agreement.

c. Notwithstanding anything herein or in the General Terms to the contrary, ShopHero shall not be liable for any special, indirect, moral, consequential or incidental, punitive or exemplary damages under any circumstances whatsoever, whether based on lost goodwill, lost profits, work stoppage, impairment of other goods, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, strict liability, statutory provision, or otherwise with regard to the Choice Doorstep Goods or any claims arising out of or in connection with Choice Doorstep Goods, except only to the extent applicable law renders this exclusion unenforceable.

d. U.S. FEDERAL LAW, SOME US STATE LAWS, AND/OR THE LAWS OF OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION, DISCLAIMER OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, DAMAGES OR CLAIMS, SO THE ABOVE DISCLAIMERS, WAIVERS, LIMITATIONS AND EXCLUSIONS WILL ONLY APPLY TO THE EXTENT THEY ARE NOT PROHIBITED BY APPLICABLE LAW.

6. Product Recall. In the event of any recall, withdrawal or return of any Choice Doorstep Goods, whether initiated by ShopHero, the manufacturer of the Choice Doorstep Good, or regulatory agency, Merchant-User will fully cooperate with ShopHero, the applicable manufacturer and/or the regulatory agency with regard to such recall, withdrawal or return of the applicable Choice Doorstep Goods.

7. Amendments. Notwithstanding anything in these Choice Doorstep Terms or the General Terms to the contrary, these Choice Doorstep Terms may be amended from time to time by ShopHero in its sole discretion. The amended version of these Choice Doorstep Terms will become effective on the date of such posting on the ShopHero website at www.shophero.com/legal/. Merchant-User is obliged to visit such webpage frequently to review the current version of these Choice Doorstep Terms and to make yourself aware of any amendments to these Choice Doorstep Terms. Merchant-User's use of any Choice Doorstep Product or Services after the webpage with these Choice Doorstep Terms has been amended shall be Merchant-User's acceptance of, and agreement to, such amended Choice Doorstep Terms.