



Mobile Meals of Southern Arizona Client Meal Services Agreement

Please thoroughly read the Client Meal Services Agreement. This is the agreement between the person ordering meals (you) and Mobile Meals of Southern Arizona, Inc. (MMSA) for meal ordering and delivery. Both parties agree to the following:

1. Time Period. This Agreement begins on the date you sign up for meals using our online platform. This is a monthly agreement that automatically renews at the beginning of each month. MMSA may modify this Agreement as necessary and will give you notice if it does, at which time you may decide whether you wish to renew this Agreement. You may cancel this Agreement at any time so long as you notify MMSA at least 30 days in advance. If at any time, MMSA determines that we cannot meet your dietary requirements, MMSA reserves the right to terminate this agreement and cancel any further meal deliveries, provided that MMSA gives you at least 72 hours' notice before doing so.
2. Meals. Meals will be delivered according to the schedule determined through our online platform by MMSA prior to your first delivery. Your service may be modified by either of the Parties prior to the beginning of the next month of service. You may indicate any dietary restrictions, medical issues, and meal selections during your online registration; however, please be advised that MMSA does not accommodate food allergies or food preferences.

Someone must be home to accept the meals during the meal delivery window. Meals will not be re-delivered under any circumstances, and no refunds will be given if you are unavailable to accept your meals when they are delivered.

You may cancel any individual delivery at any time, and MMSA will credit your account for a future order. MMSA does not issue refunds for cancellations under any circumstances.

3. Price and Pre-payment using Debit, Credit, or EBT. You agree to pay the price as set forth in our online platform and pay in advance. We accept debit and credit cards online. For EBT payments, you must click the EBT box and you will be contacted by our office. If we are unable to reach you within 3 business days of your EBT order, we reserve the right to cancel your order until which time you can be reached for payment.
4. Meal Storage and Food Safety. Meals will be refrigerated when delivered and will need to be heated before you consume them. You must keep the meals refrigerated until you are ready to heat them for consumption. You agree to store the meals in a clean, food-safe, refrigerated environment until you are ready to heat and consume them. If you fail to store the meals as set forth in this paragraph, you accept the risk that they may spoil and cause foodborne illness to anyone who consumes them. You acknowledge that the meals are intended to be eaten within 5 days after the time you take possession of them and that failure to eat the meals within that timeframe may increase the risk of foodborne illness. You hereby release MMSA of any liability arising from any foodborne illness related to the meals.
5. Acceptance of Meals. Immediately upon delivery of the meals, you must inspect and either accept them "AS-IS" or reject them for the following reasons: (1) the meals are spoiled or (2) the meals do not comply with the medical requirements specified on your online registration. These are the only reasons that meals may be rejected, and any other reasons for rejection will not be considered. If you reject any of the meals for the above reasons, then MMSA will inspect the meals and determine whether it agrees with your reasons for rejection. If MMSA determines your reasons are valid, then MMSA will either replace

the meals if reasonably possible or refund you. Such refunds will take the form of a credit on your account.

6. Invoices and Payment by Check or Money Order. Should you need to pay by check, money order, or invoice, you must make arrangements with our business office and PREPAY for the first month's services in advance. Thereafter, MMSA will pre-order your coming month's meals and invoice you on the first business day of each calendar month. Payments will be due within 10 days of the date of the invoice. Late payments will be assessed a late fee of 2% of the delinquent payment. To dispute the validity of an invoice, you must contact MMSA within 10 days after you receive the invoice. If you do not dispute an invoice within 10 days, you will be deemed to have accepted it and will no longer be able to dispute it. If you fail to pay your bills when due, and such failure to pay continues for more than 15 days, MMSA reserves the right to terminate this agreement and cancel any further meal deliveries. MMSA will give you at least 72 hours' notice before canceling service. MMSA may modify our terms of payment at any time.

7. Deposit. You will be required to pay a non-refundable deposit in the amount indicated during the online registration, which may or may not be the pre-payment fee.

8. Food Allergies. MMSA produces meals in kitchens where allergens may be present and/or may be included as ingredients in the meals. MMSA does not offer allergen-free meals. By signing this agreement, you release MMSA from any and all claims and liabilities arising from or related to allergic reactions to the meals provided by MMSA.

9. Miscellaneous. In no event may MMSA or its employees or agents be liable for any claims against MMSA in connection with any foodborne illness, allergic reaction, and/or breach of this Agreement, and you agree to defend and indemnify MMSA from any claims related to such legal claims. MMSA will make every reasonable effort to deliver the food to you as specified herein. You acknowledge there may be rare instances where MMSA is prevented from making the delivery to you due to events beyond its control, in which case you agree to release MMSA from all responsibility to deliver the meals to you. Such events include, but are not limited to, acts of God, natural disasters, pandemics, supply chain shortages and labor strikes. If such an event occurs, MMSA will take all reasonable steps to continue meal delivery service to you. In the event MMSA is not able to continue meal service to you, it will make its best efforts to notify you within 48 hours before your next delivery is scheduled to be delivered and will resume deliveries as soon as reasonably possible. This Agreement is governed by Arizona law. The Courts located in Pima County, Arizona, have exclusive jurisdiction over any dispute arising from or relating to this Agreement. You hereby waive your right to a trial by jury. This Agreement (together with the online platform, and registration) contains the entire understanding of the Parties. If there is a conflict between this Agreement and any other document, then this Agreement will control. No waiver of any right, remedy, power, or privilege under this Agreement is effective unless contained in a writing signed by the party charged with such waiver.

By completing the online registration for meal delivery on our online platform, you agree to this contract and to abide by this agreement in full. Your submission of your online order is also your virtual signature for this agreement.