

**LANE JUMPER**  
**WEBSITE AND MOBILE APPLICATION TERMS AND CONDITIONS OF USE**

1. User's Acknowledgment and Acceptance of Terms

These Terms & Conditions are part of a binding legal contract ("Terms of Use") between you ("you" or "User" or "Operator"), a business or individual that is authorized to either the distribute or use the PFM Mobile Payment App and the PFM Backend Service, and Peak Fresh Markets, LLC doing business as Lane Jumper ("we" or "us" or "PFM"), governing your use of our services through the PFM Mobile Payment Application ("App" or "Lane Jumper") and PFM Support Backend Service ("PFM System") and <https://lanejumper.com> ("Website").

BEFORE USING THE PFM SYSTEM OR LANE JUMPER, YOU ARE REQUIRED TO INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE BY CLICKING ON THE "ACCEPT" BUTTON DURING THE REGISTRATION PROCESS FOR THE PFM SYSTEM OR LANE JUMPER. YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE WEBSITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THE PFM SYSTEM OR LANE JUMPER, THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE WEBSITE, THE PFM SYSTEM AND LANE JUMPER. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE PFM SYSTEM, LANE JUMPER OR THIS SITE.

We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review these Terms of Use periodically and to be aware of any modifications. You may review the most current version of these Terms and Conditions of Use at any time by selecting the Terms of Use link in the PFM System, Lane Jumper or on the Website. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Products

We make various products available on the Website including, but not limited to, the PFM System and Lane Jumper ("Products"). The PFM System provides the Operator with a product management and end-user management platform to maintain the mobile payments capability for the end-user, and manage a self-service, end-user-facing location. An "end-user" is defined as the customer of the Operator, and someone given access by the Operator, to use the PFM Mobile Payment App, Lane Jumper. Lane Jumper is a mobile end-user application that facilitates end-user purchases, or transactions that are tracked through the PFM System.

We reserve the sole right to either modify or discontinue the Products or the Website, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, or the addition of fee-based services. Any new features that augment or enhance the then-current services on the Products or the Website shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through our Products may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of Products or the Website, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Products and services available on the Website are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You understand and agree that the Products and services available on the Website are not intended to violate any laws and are not for sale where prohibited by law. We do not encourage or condone illegal activity. You understand and agree that our Products are not to be used for any illegal purposes.

### 3. Registration Data and Privacy

In order to access our Products, you will require a separate account and password that can be obtained by completing our online and mobile app registration, which requests certain information and data (“Registration Data”). By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

### 4. Payment of Fees

Use of our Products requires payment of a fee.

Operators agree to pay the fees associated with the PFM System. The are disclosed to the Operator during the registrations process and the Operator accepts the fees by clicking on the “I accept pricing” tab at the time the Operator registers to use the PFM System. Operator agree to the following:

- A. Operators agree to receive its weekly sales amounts from PFM by means of an Automated Clearing House (ACH) transaction.
- B. Operators agree to provide PFM with the necessary information and authorizations to process ACH transactions during the registration process.
- C. Once PFM initiates an ACH transaction it is no longer responsible for the payment of the deposit.
- D. FM is not responsible for any interruption or loss of funds once PFM submits the weekly sales directly to Operator’s account via ACH.
- E. If applicable and upon our request, Operator agrees to be responsible for the following fees: Per Main location set-up pricing + Fixed Weekly Fee+ Percentage of Weekly Gross Sales Fee+ payment processing charges from the payment processor+ plus possible direct deposit charges from the bank. Such fees will be communicated at the time of Operator registration, if Operator continues to set up a Location within the PFM System, the Operator acknowledges, and agrees to the payment structure.
- F. PFM reserves the right to change PFM System fees upon written, emailed notice to the Operators designated representative. Operator acknowledges and agrees that monthly or market set-up pricing is subject to change at any time, without prior approval or consent from any User or Operator.
- G. Payments are made from Operators to PFM on a weekly basis when PFM subtracts the Operator Amount due from the weekly settlement amount.
- H. Operator is solely responsible for making on-time initial and on-going payments.

- I. Operators may check their outstanding fees and deposits in real-time by referencing the Weekly Settlement Report that is made available through the PFM System.

Lane Jumper users agree to pay the fees they incur while using Lane Jumper. Lane Jumper Users may pay their fees by means of Pay Pal, or a PFM virtual account that is managed by PFM for the benefit of the Operator. A Peak virtual account may be "recharged in increments of \$20.00.

You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number. If, for any reason, your credit card company refuses to pay the amount billed for the service or Products, you agree that we may, at our option, require you to pay the overdue amount by other means acceptable to us.

In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

## 5. Usage Terms and Conditions

The right to use our Products is limited by these Terms of Use and is subject to all applicable laws and regulations. You are solely responsible for your use of our Products.

Eligibility Requirements. In order to use the PFM System or Lane Jumper, the Operator must: (a) have a subscription for its use that is in good standing; and (b) meet all on-time and on-going payment requirements for that subscription; (c) adhere to all the terms defined in this agreement.

License. When you accept the Terms of Use, PFM grants to you a revocable, non-exclusive license to download and copy onto your Eligible Mobile Device (defined below) and to use the PFM System or Lane Jumper, solely for the purpose of using the PFM System or Lane Jumper for its intended purposes, the facilitation of end-user purchases, or transactions. When you subscribe to the PFM System, you acquire no right, title or interest in or to the PFM System. When you download Lane Jumper, you acquire no right, title or interest in or to Lane Jumper.

When this license terminates you agree to delete the PFM System and Lane Jumper from your computer or mobile device. You agree that you will not copy, modify, or reverse engineer any part of the PFM System or Lane Jumper.

Eligible Mobile Device. You agree not to download or use the PFM System or Lane Jumper on any mobile device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You agree to be solely liable for any losses, damages and expenses incurred as a result of your use of the PFM System or Lane Jumper on a security-compromised device.

Refund Policy. The Operator agrees to the following refund policy: any monetary refunds for purchases back to the end-user shall be done by adjusting the amount of the Virtual Account balance of the end-user and not by reversing the card or PayPal transaction.

Third-Party Solicitations. In accordance with our Privacy Policy you agree to receive solicitations from other parties from time to time. We neither endorse nor assume any liability for the contents of any material uploaded, submitted, or offered for sale by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted and/or products offered other parties. However, we and our agents have the right at our sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful,

objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

Security. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

Content. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable. If complaints are received regarding language, content, you upload, we may, at our sole discretion, remove the content, and suspend or restrict access your use of the site if necessary or appropriate. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site.

Termination or Suspension.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Your license to use the PFM System or Lane Jumper may be terminated or suspended as follows: (a) an Operator may terminate your use of the PFM System or Lane Jumper at any time by deleting the Application from your mobile device or by deleting the Operator's Account, Markets or Snack Stations from the PFM System; (b) PFM, or the Operator, may terminate or suspend your use of the PFM System or Lane Jumper for any reason, at any time, including, without limitation, for violating terms of service in this agreement. When this license terminates you agree to delete the PFM System and Lane Jumper from your mobile device.

PFM reserves the right to remove the Operator entirely from the PFM System, and terminate or suspend access to the PFM System and Lane Jumper for both the end-users and Operator, if payments are not made on-time or for violating any of the provisions of these Terms of Use, without prior notice to you. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Upon termination or suspension, regardless of the reasons therefore, your right to use the PFM System, Lane Jumper and the services available on this Website immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 4-11, 15, and 17-20 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

## 6. Third Party Sites and Information

Our Products or this Website may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy,

copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## 7. Intellectual Property Information

Copyright (c) 2018 Peak Fresh Markets, LLC. All Rights Reserved.

For purposes of these Terms of Use, “content” is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Peak Fresh Markets, LLC and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See “User’s Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are registered trademarks, trademarks or service marks of Peak Fresh Markets, LLC or its Affiliates: Lane Jumper. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Peak Fresh Markets, LLC or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Peak Fresh Markets, LLC or its Affiliates, or the name Lane Jumper.

## 8. User’s Materials

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- d. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- f. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Peak Fresh Markets LLC (dba Lane Jumper)  
Attn: Miguel Florez  
10027 Blackbird Circle  
Highlands Ranch, CO 80130  
email: info@lanejumper.com

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## 9. Disclaimer of Warranties

ALL MATERIALS, PRODUCTS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE MATERIALS, PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE MATERIALS, PRODUCTS AND

SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS, PRODUCTS AND SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY MATERIALS, PRODUCTS AND SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS, PRODUCTS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS, PRODUCTS AND SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS, PRODUCTS AND SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS OR PRODUCTS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through this site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with Alternate Lifestyle, Inc. or its Affiliates. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Alternate Lifestyle, Inc. spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this site for further information, which policies are incorporated by reference into these Terms of Use.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 10. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the 12-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION,

THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE, INCLUDING THOSE OFFERED BY AN OPERATOR, OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 11. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Website or the Products. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

#### 12. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

#### 13. Export Controls

Products available on or through this site are subject to United States Export Controls. No Products from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By purchasing Products, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### 14. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

#### 15. Governing Law



This site (excluding any linked sites) is controlled by us from our offices within the State of Colorado, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Colorado, by accessing this site both of us agree that the statutes and laws of the State of Colorado, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby consents and submit to the personal jurisdiction of the state and federal courts located in the state of Colorado for any legal proceeding filed against by either party or arising from or relating to these Terms of Use or use of the PFM System, Lane Jumper or the Website.

## 16. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Peak Fresh Markets, LLC at info@lanejumper.com, if by email, or at Peak Fresh Markets LLC (dba Lane Jumper) Attn: Miguel Florez 10027 Blackbird Circle Highlands Ranch, CO 80130, if by conventional mail.

email: info@lanejumper.com

Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

## 17. Class Action Waiver

YOU AND PFM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and PFM agree, no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

## 18. Entire Agreement

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## 19. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## 20. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Peak Fresh Markets, LLC, a Colorado limited liability company, located at info@lanejumper.com, if by email, or at Peak Fresh Markets LLC (dba Lane Jumper)  
Attn: Miguel Florez  
10027 Blackbird Circle  
Highlands Ranch, CO 80130, if by conventional mail.

If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. If you notice that any user is violating these Terms of Use, please contact us at 720-900-9408.

## 21. Effective Date

These Terms of Use are effective as of February 1, 2018. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Site and these Terms of Use periodically and to be aware of any modifications. Your

continued use of this Site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.