

TERMS OF USE

LAST UPDATED: April 05, 2020

These Terms & Conditions govern your access to and use of the Urban Pantry website and webpages, mobile site and/or app (the “Sites”).

These Terms & Conditions apply to all persons who visit any of the Sites (“Visitors”), regardless of a Visitor’s purpose, use, or amount of use. In these Terms, “you” and “your” refer to each Visitor and his or her agents (unless the context requires otherwise), and “we”, “us” and “our” refer collectively to Urban Pantry.

Accessing the Sites, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms & Conditions, our Privacy Policy, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these Terms & Conditions). These Terms & Conditions are in addition to any other terms and conditions that may apply to purchases you make in-Store (as opposed to online) at a retail location.

We reserve the right to change these Terms & Conditions or to impose new terms and conditions on use of the Site, from time to time, in which case we will post the revised Terms & Conditions on this website and update the “Last Updated” date to reflect the date of the changes. By continuing to use the Sites after we post any such changes or notify you of any material changes, you accept the Terms & Conditions, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms & Conditions or who, in our sole judgment, interferes with the ability of others to enjoy our Sites or infringes the rights of others.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY AND BINDING ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER. DO NOT ACCESS OR USE ANY OF THE SITES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

THE PART OF SITES CONTORLING ALCOHOL ARE ONLY INTENDED FOR VIEWING IN THE UNITED STATES IF YOU ARE 21 YEARS OF AGE OR OLDER. If you do not meet these requirements, you are not authorized by us to use or view any of the Sites.

If you have questions or concerns about our specific terms, please send an e-mail to urbanpantry1@gmail.com

- Privacy Policy
- Accessibility of Our Sites
- Site Security
- Your Account
- Use of Our Sites
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- Errors on Our Sites
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- Force Majeure
- Governing Law and Venue
- Disclaimer of Warranties
- Limitation of Liability
- Indemnity
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- Other

Privacy Policy

Your use of our Sites is also subject to our Privacy Policy.

Accessibility of Our Sites

SITES, STORES, & SERVICES CONTROLLING ALCOHOL ARE INTENDED FOR PERSONS AGED 21 OR OLDER ONLY

We make every effort to ensure that alcoholic beverages are not sold or delivered to anyone who is under the age of 21. By using this site, you represent that you are over the age of 21.

Also, Urban Pantry works diligently to ensure that alcohol beverages are not delivered to anyone who is under the age of 21. By using the Sites, you represent that the person placing an order, picking up the order in one of our Stores (called “in-Store pick-up” or “ISP”), or receiving a delivery of alcoholic beverages from us (where permitted) is over the age of 21. You also agree that any alcohol purchased from us is intended for personal consumption and not for resale.

Your representations are critical to your right to use the Sites. If you intentionally or unintentionally misrepresent your age in order to obtain or provide alcohol to a person under the age of 21, we may take action to prevent you from accessing the Sites and report your misrepresentation to the appropriate authorities.

CUSTOMERS WITH DISABILITIES

Urban Pantry strives to make our Sites’ content accessible and user-friendly. Consistent with this goal, we continually strive to meet online usability and design standards recommended by the World Wide Web Consortium (W3C) in its Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0 AA) or other standards to the extent required by the Americans with Disabilities Act (ADA).

If you are having difficulty viewing the content on our Sites or navigating our Sites, please contact us at urbanpantry1@gmail.com or 312-583-1860.

PARENTAL CONTROL PROTECTIONS

As required by the Communications Decency Act of 1996, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to information and content that may be objectionable or harmful to minors as specified by law. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, and SurfWatch. We do not sponsor or endorse or control any of these companies or their services.

Site Security

We aim to protect your personal information by implementing and maintaining commercially reasonable security, such as by using reasonable organizational, technology, and physical safeguards appropriate to the type of the personal information we hold. However, no security controls can be expected to be effective all of the time, and therefore Urban Pantry cannot ensure or warrant the security of your personal information. We therefore urge you to always use caution when transmitting information over the Internet.

Your Account

You may create a personal account to place an order using the Sites for the Stores where you would like to shop, or to participate in our Loyalty program. You have the ability to purchase on our site without creating an account; however, you will need to re-enter your personal information each time you use our site in order to make a purchase.

If you create an account, you may be asked or required to provide your personally identifiable information, such as your name, address, phone number or email address (“Personal Information”). Further, if you register on any of the Sites, you may be asked to provide additional information, including your Loyalty Account Number. Please see our Privacy Policy for more information on how we protect your Personal Information.

If you create an online account, you agree to provide truthful, accurate and complete information about yourself as prompted by the online or mobile forms. If we have reasonable grounds (as determined by us in our sole discretion) to suspect that the Personal Information you provide for opt-in or registration purposes is untrue, inaccurate, or incomplete, we have the right to refuse, with or without notice, any and all current or future requests you make through the Sites and/or to suspend or terminate your Account.

We shall have no liability associated with or arising from your failure to maintain accurate Personal Information in connection with your Account, including, but not limited to, your failure to receive critical information about Urban Pantry and/or the Sites.

Your selection and use of an Account username and password, and any other information required for security access and authentication purposes, are subject to these Terms. You agree not to share your username, password, and any security-related information with anyone. You are responsible for all use of your Account and for ensuring that access to and use of your Account complies fully with these Terms & Conditions.

You acknowledge and agree that any use of your Account through your username, password and security information shall be deemed to be your actions, which we may rely upon. You are responsible for protecting the confidentiality and security of your Account.

Use of Our Sites

At Urban Pantry, our goal is to create a positive, rewarding, and safe experience in connection with our Sites. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to the Company. When you use the Sites, you may not:

- Intentionally or unintentionally violate any law, regulation or these Terms & Conditions;

- Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities;
- Violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- Distribute, retransmit, republish, reuse, re-post, or use any of the design features, logos, tradenames, trademarks or other content of the Sites for public or commercial purposes, without Urban Pantry's prior written permission;
- Post, share, send, or otherwise use the Sites to do anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- Alter or interfere with the content or functioning of the Sites, or "mirror" any content contained on the Sites on any other server;
- Transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- Use automated technology of other means to use the Sites or scrape or crawl any pages or content contained in the Sites. Urban Pantry may allow operators of public search engines to use spiders to index materials from the Sites for the sole purpose of creating publicly-available searchable indices of the materials, and Urban Pantry reserves the right to revoke these exceptions either generally or in specific cases;
- Exceed authorized access, tamper with, or misuse any areas of the Sites or Urban Pantry's computer systems, resources, programming, code or communications capabilities, nor any features or functions of our sites. Anyone who does so or attempts to do so may be subject to prosecution;
- Attempt to circumvent any technological measure implemented by Urban Pantry or any of Urban Pantry's providers or any other third party (including another user) to protect the Sites;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to operate the Sites;
- Frame or link to Sites, unless permitted in writing by Urban Pantry; and
- Advocate, encourage, or assist any third party in doing any of the foregoing while using the Sites.

Also, you agree that you will notify us immediately of any unauthorized use of your account or password, or any other breach of security.

You are responsible for your use of the Sites, and for any use of the Sites made using your account. Your use of our Sites is solely and fully at your own risk and you assume full responsibility for all costs and expenses associated with that attempted, alleged or actual use or access of ours Sites.

You may submit reviews or other feedback on the Sites. Any comments, suggestions, or feedback relating to the Sites (collectively "Feedback") submitted to Urban Pantry shall become the property of Urban Pantry. Urban Pantry will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, services, application, site, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in the Sites, or its operations or business, in the future.

Without limitation, Urban Pantry will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not Urban Pantry, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

Site Content

COPYRIGHT NOTICE

All text, graphics, logos, icons, images, audio clips, video clips and software on the site (“Content”) are copyrighted materials owned by or licensed to us. Content may contain trademarks, service marks, trade names, or brand or product names which are owned by us or by third parties who license them to us. Unless authorized in writing by an officer of Urban Pantry, you may not use any Content.

Even if we consent in writing, you may not use any of our Content in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

- You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, publicly perform, prepare derivative works based on, frame, mirror, repost, exploit for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder if not us.
- You may not use the Content on any other website or medium.
- You may not use the Content in a networked computer environment for any purpose other than to transact with our site as authorized by us.

If you violate any of these terms, your permission to use the Content will automatically terminate, you must immediately destroy Content in your possession or under your control and any copies you have made and we may end your authorization to use our site. Nothing shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights to you and we expressly reserved all such rights.

THIRD PARTY CONTENT AND MONITORING

Any opinions, advice, statements, services, offers, events or other information or content expressed or made available on our Sites by any third parties (including information providers and users) are those of the respective author(s) or distributor(s) and not ours.

We neither endorse nor are responsible for these, in any way, including, without limitation, the accuracy or reliability of any opinion, advice, information or statement made by anyone other than our employee who is authorized by us and is acting in her or his official capacity.

LINKS

Our site may contain links to other websites and/or resources. You acknowledge and agree that we are not responsible or liable for their (1) availability or accuracy; or (2) content, advertising or products on or made available. The inclusion of any link on our site does not imply that we endorse, verify, have reviewed, or monitor the link or the site reached through the link.

Errors on Our Sites

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered and we have the right to refuse or cancel any orders placed for products

and/or services listed at an incorrect price, rebate or refund or other promotional offer or containing any incorrect information or typographical errors.

We have the right to refuse or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

Product Orders Using Our Sites

VALIDATING YOUR ORDER

After you place an order using our shopping cart, we will check the information you give us for validity and compliance with state laws and regulations, by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason.

If we reject your order, we will attempt to notify you using the phone and/or e-mail address you have given us with the order. Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

ORDER ACCEPTANCE/CONFIRMATION

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Urban Pantry reserves the right at any time after receipt of your order to accept or decline your order for any reason.

ORDER LIMITATIONS AND PRODUCT AVAILABILITY

We may, at our own discretion, limit or cancel quantities purchased per person, per household or per order. We also reserve the right to reject any order you place with us. These restrictions may include orders placed by the same account or individual, the same credit card, and orders that use the same billing and/or delivery address. In the event we make a change to an order, we will attempt to notify you by contacting the phone, e-mail, and/or billing address provided at the time the order was made.

Not all items listed on the Sites are available for sale in all Stores, or the prices, promotions, and quantities may vary depending on the state or Store location. Some items, especially highly-allocated or limited quantity items, may be listed on the Sites but may not be available for sale or in the quantities indicated.

We reserve the right, in our sole discretion, to restrict or refuse the sale of any such items if the quantities held in inventory exceeds the demand for those items. Please check with the Store for current availability.

TITLE AND OWNERSHIP OF PRODUCT

Once a sale is been approved, there are essentially two ways to receive your purchase: (i) in-Store pick-up (or "ISP"), where one of our Store team members will pick your order and have it waiting for you to pick-up at your convenience; or, (ii) delivery, where available, which means that a Store team member will pick your order and either the Store or a third-party delivery vendor will deliver your order to your home or other authorized location within the selected Store's designated service

territory. You will be charged state taxes (including the sales tax), if any, assessed by the state where the sales transaction occurred.

IN-STORE PICK-UP (ISP)

All Urban Pantry Stores permit in-Store pick-up. Once confirmed, all orders are subject to product availability and will be available for pick-up at the Store you designated in your order according to our pick-up policies.

We will use the email address provided with the order to contact you when your order is ready for pick-up. We require the person who placed the order to pick-up the order. Any person picking up an order in-Store containing alcohol must be aged 21 or older and must present a valid government-issued identification.

If you have not picked up your order within 14 days of placing it, we will attempt to notify you by contacting you with the information provided at the time the order was made. We reserve the right to cancel the order, return the products or other goods, and issue a credit to the credit card used to place the order in the amount of the charge corresponding to the intended purchase, minus any service fees as deemed appropriate by Urban Pantry, not to exceed 50% of total bill of sale.

Individual bank policies will dictate when this amount is credited to your account. See In-Store Pick-Up for more information.

DELIVERIES

We make no representations about the legality of delivering alcoholic beverages. By arranging for transportation or delivery of any alcoholic beverage under your instructions, we are providing a service to, and acting on behalf of you. As with in-Store pick-up and delivery, you must be aged 21 or older and must present a valid government-issued identification in order to obtain your delivery.

All orders placed on our site are subject to product availability and will be shipped according to our Delivery Policies, which may vary based on applicable state law. In the event your order is never delivered, notification of lost items must be received within 7 (seven) days from receipt of the delivery confirmation e-mail. Please review our Delivery Policies portion of our Customer Service section for additional information on delivery times, rates, and policies.

RETURNS

One of our core values is safety. Due to our inability to monitor products that have left our stores, we are declining all returns (including refunds, store credits and product exchanges) for the safety of our customers and associates.

MOBILE TERMS OF USE

Urban Pantry offers areas and features that are accessible via a computer or mobile device, such as a smartphone. These features and areas may include the ability to upload content, make purchases, determine your location, and other similar activities. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device.

If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges.

You agree that for the functions or services for which you have created an account with Urban Pantry or have otherwise completed a purchase, we may send communications to your mobile device regarding those functions or services. You also agree that we may collect information related to your mobile device associated with your use of the features and areas which are accessible by your mobile device.

BY ACCESSING, BROWSING, OR USING THE MOBILE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE THE CURRENT SUBSCRIBER OR CUSTOMARY USER OF THE MOBILE PHONE NUMBER YOU PROVIDED TO URBAN PANTRY IN ORDER TO PARTICIPATE IN THE PROGRAM; AND (2) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE YOUR MOBILE PHONE TO ACCESS THE SITES.

You are also subject to and agree to comply with Urban Pantry's Terms & Conditions located on this page with respect to mobile phone and mobile app usage.

PLEASE NOTE: You agree that if the mobile telephone number you provide as part of Urban Pantry Recurring Offers at any time becomes reassigned, terminated or otherwise no longer your current mobile telephone number, you will PROMPTLY NOTIFY Urban Pantry of any such reassignment or termination by sending an email to urbanpantry1@gmail.com.

TRANSACTIONAL ALERTS

In-Store Pick-Up Order Status

You will receive an e-mail confirmation after you place an order on the Site. You will then receive a call or SMS/text when your order is ready for pick-up. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device. If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges.

Delivery Order Status

You will receive an e-mail confirmation after you place an order on the Site. You will then receive a call or text when your order has been sent out for delivery. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device. If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges.

Termination of Use

We may terminate your Urban Pantry account or prevent use of the Sites with or without cause at any time, with immediate effect. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend or discontinue all or any aspects of the Sites at any time without prior notice.

Force Majeure

We shall be excused from performance under this Terms & Conditions if we fail or are prevented, forbidden or delayed from performing by reason of: (a) any provision of any present or future law or regulation or order of any court, the United States of America, or any State or local government

body, (b) any act or omission of a third party, or (c) any act, emergency condition, war, computer or telecommunications failure or other circumstance beyond our control.

Governing Law and Venue

This agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principles of conflicts of law.

Disclaimer of Warranties

We make no representations about the suitability, reliability, availability, timeliness and accuracy of the Sites. OUR SITES, THEIR CONTENT AND ALL PRODUCTS SOLD ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

WE CANNOT AND DO NOT WARRANT, PROMISE, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, SECURITY, RELIABILITY, AVAILABILITY OR ANY USE OF THE FUNCTIONS, FEATURES, OPERATIONS, CONTENT, OR INFORMATION ASSOCIATED WITH THE SITES, OR THE SITE IS FREE OF VIRUSES, OR OTHER HARMFUL ELEMENTS.

Limitation of Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF ANY URBAN PANTRY ENTITY TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF FIFTY CENTS (\$0.50). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NO URBAN PANTRY ENTITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

If you are dissatisfied with any portion of Sites, or with any part of the Terms & Conditions or your transactions with us, your sole and exclusive remedy is to discontinue using Sites and stop initiating transactions with us. This sole and exclusive remedy is separate and independent of any other provision that limits our liability or your remedies under this Agreement.

You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Sites or these Terms & Conditions must be filed by you within 30 (thirty) days after such claim or cause of action arose or be forever barred.

Indemnity

You agree to indemnify, defend, and hold harmless Urban Pantry, its affiliates, employees, officers, agents, vendors and service providers (“Urban Pantry Entities”), from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Urban Pantry Entities, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) any content you post or upload on the site; (ii) your use of the site and your activities in connection with the site; (iii) your breach or alleged breach of these Terms & Conditions; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities in connection with your use of the site or your activities in connection with the site; (v) information or material transmitted through your device used to access the site, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Urban Pantry Entities use of the information that you submit to us (all of the foregoing, “Claims and Losses”). You will cooperate as fully required by Urban Pantry Entities in the defense of any Claim and Losses.

Notwithstanding the foregoing, Urban Pantry Entities retain the exclusive right to settle, compromise and pay any and all Claims and Losses. Urban Pantry Entities reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Urban Pantry Entity.

Arbitration Agreement

PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY BINDING ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

It is Urban Pantry’s goal that the Sites meet your expectations and that you are satisfied. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, Urban Pantry is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue.

Therefore, for any problem or dispute that you may have with Urban Pantry, you acknowledge and agree that you will first give Urban Pantry an opportunity to resolve your problem or dispute.

This includes you first sending a written description of your problem or dispute to Urban Pantry, 730 S. Clark Street, Chicago, IL 60605, Attn: Legal Department, Re: Customer Dispute. You then agree to negotiate with Urban Pantry in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Urban Pantry’s receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of any of the Sites and these Terms shall be final and binding arbitration, except to the extent that you have in any

manner infringed upon or violated or threatened to infringe upon or violate any of the Urban Pantry Entities' or any third party patent, copyright, trademark, trade secret, privacy, or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by the Urban Pantry Entities and/or the applicable third party(ies) either in court or from an arbitrator.

You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the state of Illinois shall apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of the award, and judgment enforcement, the laws of the state of Illinois shall apply.

Arbitration under this Agreement shall be conducted by the American Arbitration Association ("AAA"). The arbitration shall be administered by AAA pursuant to its Consumer Arbitration Rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and any of the Urban Pantry Entities, as applicable, agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses.

You agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Illinois Civil Cost and Disbursements Code, is waived. An arbitrator may award on an individual basis any relief. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court, if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND Urban Pantry BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action or proceeding by you related in any way to this Arbitration Agreement be instituted more than one (1) year after the cause of action arose.

Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site.

In the event of any conflict between any such third-party terms and conditions and these Terms & Conditions, these Terms & Conditions will govern.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

If any provision of these Terms & Conditions is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms & Conditions and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms & Conditions will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms & Conditions, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

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If you are using a screen reader and having difficulty with this website or would like to speak with us directly, please call [1-312-583-1860](tel:1-312-583-1860).