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**OUR TERMS & CONDITIONS, Revised June 2021**

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**PLEASE READ THESE TERMS CAREFULLY. YOUR USE OF THIS WEBSITE IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS.**

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  - ii. Revision of these Terms. Legwork Local Delivery reserves the right to update these Terms from time to time by posting new Terms on this page. You are advised to consult these Terms regularly for any changes. Your continued use of the Website after such changes have been made constitutes acceptance of those changes. The last revision date is at the top of this page.
  - iii. Cessation of Service. Legwork Local Delivery reserves the right to modify, terminate, and suspend the operation of this Website, without notice or liability, at any time and for any or no reason in its sole and absolute discretion.



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  - iv. create derivative works from, decompile, disassemble or reverse engineer any portion of this Website;
  - v. upload to or distribute through this Website any binary code, macros or other executable code, or any file that contains any viruses, Trojan horses, or other components designed to commandeer, limit or harm the functionality of a computer;
  - vi. remove or modify any copyright or other intellectual property notices that appear on this Website;
  - vii. access or use this Website in any manner that could damage, disable, overburden, place an unreasonable load on, interfere or attempt to interfere with the proper working of, or impair, this Website, its computer systems, or network;
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  - ix. use this Website in any way that is unlawful, harms Legwork Local Delivery business, Legwork Local Delivery service providers, licensors, representatives or any other user, or breaches any policy or notice on this Website;
  - x. charge any person for access to any portion of this Website or any information on this Website;
  - xi. engage in “framing” or “mirroring,” or otherwise simulate the appearance or functionality of this Website; and
  - xii. assist, encourage, or enable others to do any of the preceding prohibited activities.



2. Intellectual Property.
  - i. Content of this Website. Legwork Local Delivery owns all of the Website Content. Legwork Local Delivery also owns the copyrights, trademarks, service marks, trade names and other intellectual and proprietary rights throughout the world associated with this Website and the Website Content, which are protected by copyright, trade dress, patent, trademark and other applicable intellectual property rights and laws. Notwithstanding the foregoing, Legwork Local Delivery agrees that your information provided by you under these Terms shall remain, as between you and Legwork Local Delivery, owned by you.
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2. Privacy. Legwork Local Delivery respects your privacy and limits the sharing of data about you with third parties. Please consult Legwork Local Delivery Privacy Policy for more information. By agreeing to these Terms, you acknowledge and consent to the use, sharing and disclosure of your personal information and data as described in such Legwork Local Delivery Privacy Policy, as it may be amended from time to time.
  
3. Indemnification. You agree to indemnify, defend and hold Legwork Local Delivery, as well as Legwork Local Delivery affiliates, suppliers, licensors, and partners, including the shareholders, officers, directors, managers, members, partners, trustees, employees, agents and representatives of each of them (collectively, the “Legwork Local Delivery Parties”) harmless from any and all claims, liability, damages, and costs (including, but not limited to, attorneys’ fees) arising out of or relating to your access to or use of this Website or your violation of these Terms. Legwork Local Delivery reserves the right to, but is not obligated to, assume the exclusive defense and control of any matter for which you are required to indemnify the Legwork Local Delivery Parties, and you agree to cooperate with Legwork Local Delivery defense of such claims. You agree not to settle any such matter without Legwork Local Delivery prior written consent. Legwork Local Delivery will use reasonable efforts to notify you of any such claim, action, or proceeding when Legwork Local Delivery becomes aware of it. Each of the Legwork Local Delivery Parties is an express third party beneficiary of this indemnification provision, with full rights to enforce its terms.



4. Limitations of Liability.

- i. No Consequential Damages. Legwork Local Delivery shall not be liable for any indirect, special, incidental, exemplary, punitive or consequential loss or damage of any kind, including without limitation, lost business or profits, whether arising in tort (including negligence), equity, breach of contract or otherwise (and whether or not such damages are foreseeable or Legwork Local Delivery has been advised of the possibility of such loss or damage). In no event will any of the officers, trustees, directors, partners, employees, consultants, beneficiaries, joint venturers, members, stockholders, or other principals or representatives of Legwork Local Delivery, ever be personally liable to you under, arising out of, or related to these Terms (including for direct or consequential damages), and you hereby waive the right to recover damages from any such persons.
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2. Disclaimer of Warranties. THIS WEBSITE IS PROVIDED "AS IS," AND Legwork Local Delivery: (i) MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (ii) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (iii) DOES NOT WARRANT THAT THIS WEBSITE IS OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THIS WEBSITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF Legwork Local Delivery TO ANY THIRD PARTY. USE OF THIS WEBSITE IS AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In such an event, such warranties are limited to the minimum warranty period allowed by the applicable law. Without limiting the generality of the foregoing, Legwork Local Delivery does not make



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4. Miscellaneous.
  - i. Governing Law. These Terms shall be governed by the laws of the State of Oregon, regardless of conflict of laws principles.
  - ii. Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to your use of this Website or these Terms, or any breach or alleged breach of these Terms, shall be submitted to a single arbitrator who shall be a retired judge and settled by final and binding arbitration administered by the Judicial Arbitration & Mediation Services, Inc., ("JAMS") in accordance with the then existing JAMS Arbitration Rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the [State of Oregon]. The arbitrator shall render an award and a written, reasoned opinion in support thereof. The arbitrator shall award reasonable attorneys' fees and costs, including the arbitrator's fees, to the prevailing party. The results of the arbitration shall be kept confidential except as required by applicable law or to file a motion to confirm the arbitrator's award. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. BY PROCEEDING UNDER THIS ARBITRATION CLAUSE, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER, OR IN CONNECTION WITH THESE TERMS.



- iii. Injunctive Relief. You acknowledge that any use of the Website or Website Content contrary to this Agreement may cause irreparable injury to Legwork Local Delivery and its affiliates, and under such circumstances Legwork Local Delivery and its affiliates will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.
- iv. Export Laws. You acknowledge that the Website and the Website Content may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer, or disclose any portion of the Website, the Website Content or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.
- v. Beneficiaries. Except as otherwise expressly stated in these Terms, nothing in these Terms is intended to, nor will be deemed to, confer rights or remedies upon any third party.
- vi. Amendments; Waivers. Legwork Local Delivery may modify these Terms as provided in Section 1(b) (Revision of these Terms). These Terms may not be modified, amended, terminated, or waived, in whole or in part, by you except by a written instrument signed by Legwork Local Delivery. Except as expressly set forth herein, any failure of a party to take action in response to any breach of these Terms by the other party shall not constitute a waiver of such breach or of performance required by the other party; and no waiver of any provision of these Terms shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided therein.
- vii. Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under these Terms on account of any delay or failure to perform as required by these Terms as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.
- viii. Severability. If any provision of these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall be valid and binding and of like effect as though such provision were not included.
- ix. Entire Agreement. These Terms contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, promises, agreements, and understandings, whether oral or written, between the parties concerning the subject matter hereof.



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