

TERMS OF SERVICE

Last updated February 16, 2022

Please read these Terms of Service carefully before using the services offered by Blaze Delivery LLC, and its parent company, subsidiaries, agents (including retail delivery partners) and affiliates (collectively, "Blaze Delivery", "us", "we", "Retailer", "Retailers"). These Terms of Service set forth the terms and conditions of our relationship and for your use of the website or software ("Site"), and the applications, services, features, or content offered by Blaze Delivery and related communications (collectively, the "Services") to you.

By accessing Site and/or the Services, you ("you", "your", "user") agree to be bound by the terms and conditions contained herein ("Terms of Service" or "Agreement", which also incorporates Blaze Delivery's Privacy Policy).

This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Site and the Services, the content, products or services provided by or through Site and the Services, and the subject matter of this Agreement.

IMPORTANT NOTICE: THESE TERMS OF USE CONTAIN AN ARBITRATION PROVISION, WHICH WILL REQUIRE YOU TO SUBMIT ANY CLAIMS YOU MAY HAVE AGAINST BLAZE DELIVERY AND ITS PARENT COMPANY, SUBSIDIARIES, AGENTS, AND AFFILIATES TO BINDING AND FINAL ARBITRATION. IN ADDITION, UNDER THE ARBITRATION PROVISION, (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST BLAZE DELIVERY AND ITS SUBSIDIARIES, AGENTS, AND AFFILIATES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SECTIONS REGARDING ARBITRATION.

Site and Services

- Blaze Delivery provides a technology platform that connects verified users ("Customers") with third-party retail businesses ("Retailers") for the purpose of ordering and receiving on-demand delivery ("Delivery Services") of various goods (collectively, "Products").
- You understand and agree that, as a result, even though Blaze Delivery may help facilitate the purchase, sale, payment, delivery, and order fulfillment of the Product between Retailers and Customer ("Transaction"), Blaze Delivery is not a party to any Transaction. You understand that you are responsible for every Transaction made under your Account (defined below). A Retailer may decline your order request for any reason.
- You understand and agree that Blaze Delivery: (a) is not a Retailer, and (b) does not manufacture, cultivate, distribute, manufacture, label, test, or sell the Product.
- You understand and agree that Retailers, and not Blaze Delivery, are responsible for providing the Delivery Services. A delivery person will deliver the Products you order to you as an employee of the Retailer ("Driver"). It is the sole responsibility of the Retailer to offer its Products and the Delivery Services to you in compliance with all applicable laws, rules and regulations. Blaze Delivery is not responsible or liable for provision of, or the failure to provide, the Delivery Services.
- You understand that Retailers are not employees, agents, or representatives of Blaze Delivery.
- To use Site, Customers must create an account on the Site ("Account"). You understand that to create an Account, you must provide certain information, such as your name, address, phone number, and in certain cases, your date of birth and a copy of your government-issued ID (collectively, "User Data"), as detailed in the Privacy Policy. You agree to maintain complete and accurate information in your Account. Failure to do so may result in your inability to access or use Site and the Services.
- You consent and agree to receive communications from Blaze Delivery and/or Retailers (including Drivers) in connection with a Transaction, including via email, text messages, and phone calls.
- If the sale, possession, or use of any of the Products you ordered is restricted under applicable laws, rules, or regulations, you must be present to accept any such Product delivery made via Site and must provide valid photo identification to the Driver proving that you are of lawful age to purchase such Products at the time of delivery and any other relevant or required documentation. The Retailer and the Driver are solely responsible for verifying such valid identification and proof of age, and Blaze Delivery shall have no liability with respect to a Retailer or Driver's negligence in or failure to check your photo identification or other documentation.
- Blaze Delivery reserves the right, in its sole discretion, to suspend, disable, deny access to, or disallow the registration of your Account for any reason.

Fees and Payments

- You understand that Blaze Delivery does not collect any payment for the Transaction nor any payment information from you and that all payment for any Transaction is paid directly to the applicable Retailer.
- You understand that all pricing, rates, and fees for any Transaction are set by the applicable Retailer and that Blaze Delivery does not set any such pricing, rates, or fees.
- You understand that you may incur fees or charges from Retailers in connection with the Transaction, which may include without limitation: taxes, delivery fees, and service fees (collectively, "Charges"). Charges will be identified in your cart prior to or during checkout and in your receipt. All Charges are due to Retailer (via the Driver) immediately upon delivery of the Product. A Driver has the right to refuse to deliver any Product to you if you do not pay the full amount of the Charges upon delivery.
- Upon receipt of the purchased goods, you are solely responsible for ensuring that the goods do not materially differ from the Retailer's representations. In the event that you believe that the purchased goods were misrepresented by the Retailer, were not received, are damaged or defective, or if you have any other complaint regarding the purchased goods, you agree to use good faith efforts to resolve the dispute with the Retailer.
- You agree that once you make payment for any Transaction, you will not seek a refund from Retailer on any basis that is fraudulent, misleading, or untrue.
- You agree that you are solely responsible for your interactions (including any purchase and sale transactions) with any other user in connection with the Services, and Blaze Delivery will have no liability or responsibility with respect thereto. While Blaze Delivery reserves the right, it will not and has no obligation to, become involved in any way with disputes between you and any other user of the Services, including but not limited to a Retailer.

Cancellations and Refunds

- You understand that once you order a Product, your purchase may be final and non-refundable. All sales are binding. If you wish to cancel an order, you must contact the applicable Retailer's support team to request cancellation.
- All cancellations and refunds are subject to the cancellation and refund policies of the applicable Retailer. Any cancellations or refunds shall be subject to the sole discretion of the Retailer.

The Agreement between Blaze Delivery and You

- You are responsible for reviewing changes to this Agreement.
- This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Site and the Services, the content, products or services provided by or through Site and the Services, and the subject matter of this Agreement.
- Blaze Delivery may make changes to this Agreement from time to time without specifically notifying you. Blaze Delivery will post the latest Agreement on the Site, but it is up to you to review it before using Site or Services. If you continue to use Site or the Services after any of these changes, your continued use will mean that you have accepted any changes to the Agreement.
- In addition, some services offered through Site and the Services may be subject to additional terms and conditions specified by Blaze Delivery from time to time and your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.
- Blaze Delivery may edit or modify anything on Site or Services without notice. Blaze Delivery is committed to delivering a positive user experience and you understand that Blaze Delivery reserves the right (but without undertaking any duty) to monitor and review any information provided or placed on or through Site and the Services in its sole discretion, without notice and without undertaking any duty to do so.
- You are responsible for accepting updated versions of Site and Services. If Blaze Delivery provides updated versions of Site and the Services and you do not accept these updated versions, you may not enjoy the most recent content, feature sets, and materials.
- If you do not accept updated versions of Site and Services, Blaze Delivery shall not bear any responsibility or liability for your decision.

What Laws and Rules You Are Responsible For Following

- By registering for an Account, you represent and warrant that: (a) you are eligible for an Account as set forth in this Agreement; and (b) the information you include as part of the registration process and thereafter is accurate and not misleading. Accounts may be obtained and used only by users who are at least twenty-one (21) years old. You must be at least twenty-one (21) years of age to use Site and the Services and to order, receive, use, or facilitate the delivery of Products. Any use of or access to Site or the Services by anyone under 21 is unauthorized, as is any registration of an Account by anyone under 21. (limited exceptions for age requirements may be accepted subject to state law regarding medical access).
- You understand that you may not use Site or the Services where such use is prohibited. If you wish to order Products that the sale or use of are restricted by applicable law, rule, or regulation, you represent and warrant that you are of legal age to purchase such Products under the laws of the applicable state and that you agree to and to abide by all of the terms and conditions of this Agreement.
- You promise not to use the Site or the Services for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with Site and the Services.
- You shall abide by all applicable local, state, and federal laws, rules and regulations. It is your responsibility to make sure this Agreement and your use of Site and Services complies with all laws, rules and regulations applicable to you.
- Blaze Delivery operates under applicable state laws. Some Products offered by Retailers may be lawful in some states and illegal in other states, or have other restrictions on the sale and use of such Products. To the extent any Products are lawful under the applicable state's law and illegal under federal laws, you also acknowledge and understand that the interstate transportation of such Products is a federal offense and agree to not transport any such Products outside of the state in which they were delivered to you.
- YOU AGREE THAT YOU WILL NOT USE SITE OR THE SERVICES TO PURCHASE FOR, RECEIVE FOR, OR DELIVER TO ANY PERSON WHO IS NOT OF LAWFUL AGE TO PURCHASE, POSSESS, OR USE PRODUCTS UNDER APPLICABLE LAWS, RULES, OR REGULATIONS, OR PROVIDE ANY INFORMATION REGARDING ANY SUCH PERSON TO BLAZE DELIVERY OR ANY RETAILER.**
- You understand that you are entirely responsible for maintaining the confidentiality of your password and username and any other security information related to your Account. You understand that you will be fully responsible for all activities that occur under your Account. You agree that you will not allow someone who is not you to use your Account at any time. You agree to immediately notify Blaze Delivery of any unauthorized use of your password or your username.
- We strongly encourage you to change your password at least once a month and you understand that Blaze Delivery will not be liable for any loss that you incur as a result of someone else using your Account or your password.
- You understand Blaze Delivery may, in its sole discretion, refuse to offer Site or the Services to any person or entity and change its eligibility criteria at any time and that Blaze Delivery reserves the right (without any undertaking any duty) to use "geo-filtering" or other technologies to block access to certain states or jurisdictions, in its sole discretion, without notice.
- You understand that your right to access Site or Services will be revoked where this Agreement or use of Site or the Services is prohibited and, if that is the case, you agree not to use or access Site or the Services in any way. Blaze Delivery may terminate your use of or access to Site and/or Services without reason or notice to you.
- While Site and the Services may be accessed from various locations, Site and the Services are only available to Customers and Retailers located in certain states, cities, countries, municipalities and jurisdictions, as determined in the sole discretion of Blaze Delivery. You must abide by and follow the applicable laws of the state, city, county, municipality or jurisdiction in which you are located in order to use Site and the Services. You agree to assume full responsibility for cooperating with all applicable laws of your location while using Site or the Services.

Your Relationship with Third Parties

- You understand that Site and/or the Services may contain content provided by, owned or originating from Retailers such as descriptions, images, and information about a Product ("Retailer Content").
- You understand and acknowledge that while Blaze Delivery strives to keep Retailer Content accurate, reliable, complete and up-to-date, Blaze Delivery does not itself package, test or label the Products available through Site and the Services. Therefore, certain aspects of the Products received by Customer may not exactly match the Retailer Content.

3. You understand and agree that Blaze Delivery is not responsible for, and does not control, Retailer Content. Blaze Delivery does not warrant that Retailer Content available via Site or the Services is accurate, complete, reliable, or current, or that any Retailer Content or Products have been evaluated by any United States regulatory agency, including but not limited to the Food and Drug Administration.
4. You further acknowledge and agree that certain features of our Services may use the services and/or products of third parties, which may include software, information, data, or other services ("Third Party Services"). If you use any of these Third Party Services to place an order, you may be required to agree to additional terms and conditions.
5. You understand and agree that Blaze Delivery is not responsible for, and does not control, Third Party Services. You also understand and agree that Blaze Delivery is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such Third Party Services.
6. You acknowledge and agree that Blaze Delivery shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any Retailer Content or goods or services available on or through any Third Party Services.
7. You acknowledge and agree that for quality assurance purposes and to ensure customer safety all aspects of transactions and handover may be subject to audio and/or video recording by Third Party Services and Blaze Delivery shall not be responsible or liable, directly or indirectly, for any such activities by Third Party Services.

Who Owns What and How You Can Use It

1. The content, organization, design, compilation and other matters related to Site and the Services ("Copyright Content") are the property of Blaze Delivery, the Retailers, or Blaze Delivery's third party suppliers, as applicable, and are protected under applicable copyrights, trademarks and other proprietary rights. The content, organization, design, compilation and other matters related to Site and the Services ("Copyright Content") are the property of Blaze Delivery, the Retailers, or Blaze Delivery's third party suppliers, as applicable, and are protected under applicable copyrights, trademarks and other proprietary rights.
2. You may not copy, redistribute, use or publish any part of Site or the Services, except as allowed by this Agreement.
3. You do not acquire ownership rights to any content, documents, or other materials viewed through the Site or the Services.
4. You agree that SITE, BLAZE DELIVERY and other Blaze Delivery domain names, graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Blaze Delivery or its affiliates ("Trademark Content").
5. Blaze Delivery trademarks and trade dress may not be used in connection with any product or service that is not Blaze Delivery's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Blaze Delivery.
6. All other trademarks not owned by Blaze Delivery or its affiliates that may appear on Site or the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Blaze Delivery or its affiliates.
7. Blaze Delivery grants you a limited license to access and make personal use of Site and the Services. Site and Services are not to be used for commercial purposes by any business or agencies.
8. Blaze Delivery does not grant you the right to download (other than page caching) or modify Site and the Services, or any portion of Site or the Services.
9. You understand Blaze Delivery does not grant you the right to resell or make commercial use of Site and the Services or their contents; make any derivative use of Site and the Services or their contents; any downloading or copying of Account information for the benefit of a third party; or any use of data mining, robots, or similar data gathering and extraction tools.
10. You understand that Site and the Services, or any portion of Site and the Services, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.
11. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Blaze Delivery and our affiliates without express written consent.
12. You may not use any meta tags or any other "hidden text" utilizing Blaze Delivery's name or trademarks without the express written consent of Blaze Delivery. Any unauthorized use terminates the permission or license granted by Blaze Delivery.
13. You may not engage in the copying, reproduction, publication, rearrangement, redistribution, modification, revision, alteration, or reverse engineering, of Site or the Services.
14. You may not use any Blaze Delivery logo or other proprietary graphic or trademark as part of the link without express written permission.

Copyright Policy

Blaze Delivery does not condone nor authorize activities on or through the Services that infringe copyright or intellectual property rights. We will delete any infringing Retailer Content if properly notified that such Retailer Content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any Retailer Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the material that you claim is infringing and where it is located on the Site or Services;
4. Identification of the URL or other specific location on the Site or Services where the material that you claim is infringing is located;
5. Your address, telephone number, and email address;
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at info@blaze.delivery or by mail at Copyright Agent, c/o Blaze Delivery, 728 E Commercial St. Los Angeles, CA 90012.

Blaze Delivery reserves the right to terminate any Retailer's use of Site if it determines such Retailer is a "repeat infringer." A repeat infringer is a Retailer who has repeatedly been notified of infringing activity and/or has had Retailer Content repeatedly removed from the Site or Services.

General Disclaimer, Limitation on Liability & Indemnification

1. Blaze Delivery is not responsible for any Retailer Content, or any other content posted on Site and the Services, whether caused by Blaze Delivery, Retailers, or by any of the equipment or programming associated with or utilized in Site and the Services.
2. Blaze Delivery is not responsible for the conduct, whether online or offline, of any Customer, Retailer or Driver.
3. Blaze Delivery has no obligation to review Retailer Content, and therefore cannot be responsible for such material or content.
4. Blaze Delivery assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.
5. Blaze Delivery is not responsible for any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on Site or Services, including injury or damage to users or to any other person's computer, and/or mobile device.
6. Blaze Delivery shall not be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of Site or the Services, any content posted on Site or the Services or transmitted to users, or any interactions between Customers and Drivers and between Customers and Retailers, whether online or offline.
7. WE TRY TO KEEP SITE AND SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. THE INFORMATION FROM OR THROUGH THE SITE AND THE SERVICES IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE INFORMATION, SITE AND THE SERVICES MAY CONTAIN VIRUSES, BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IN NO EVENT WILL BLAZE DELIVERY OR ITS MANAGERS, OFFICERS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY WHATSOEVER FOR YOUR PARTICIPATION IN ANY TRANSACTIONS, OR YOUR USE OF ANY INFORMATION OR SITE OR SERVICES. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US THROUGH NAMELY/SERVICE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. BLAZE DELIVERY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICES AND USE OF SITE, BUT IN NO CASE WILL OUR LIABILITY TO YOU EXCEED \$100. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR SITE AND THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM US, REGARDLESS OF THE CAUSE OF ACTION. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY".
8. You agree to indemnify, defend, and hold harmless Blaze Delivery and its subsidiaries and affiliates and each of their respective partners, managers, members, directors, officers, employees, and agents from and against any and all claims and expenses, including any and all losses, costs, liabilities, and attorneys' fees, arising out of or in connection with: (a) your use of Site and Services, including but not limited to the purchase, delivery, pickup, transportation, use, or consumption of any Product, (b) any Retailer Content, including your reliance on the information provided in any Retailer Content, (c) your violation of any law or the rights of any third party, and (d) your breach of this Agreement and/or any breach of your representations and warranties set forth herein.

Governing Law & Agreement to Arbitration

1. Subject to the arbitration clauses included below, if there is any dispute arising out of the Site and the Services, by using Site and/or Services, you expressly agree that any such dispute shall be governed by the laws of the State of California, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of Los Angeles, California, for the resolution of any such dispute
2. Agreement to Arbitration
1. You and Blaze Delivery agree that any cause of action arising out of or related to Site or the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
2. You agree that, except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association by arbitrators appointed in accordance with such rules.
3. You agree any arbitration shall take place in Los Angeles, California in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.
4. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED SITE OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BLAZE DELIVERY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Your General Representations and Warranties

1. You represent and warrant that you will use Site and Services in accordance with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside).

Other Terms

1. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.
2. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
3. Blaze Delivery may assign its rights under this Agreement without condition.
4. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Contact Us

Have any questions about this Agreement? Contact us at info@blaze.delivery.

Further Detail Online

Further Retailer Policies

Introduction

The Retailer Standard Terms and Conditions ("Terms") herein shall control and apply to your use of the delivery service ("service") provided by the retailer fulfilling your order ("retailer"). These Terms will be applied fully to and affect your use of this service. By using this service, you (the "customer") agree to accept the Terms set forth herein. You must not use this service if you disagree with any of the Terms.

Restrictions

The following restrictions apply to your use of the services:

- Minors or people below 21 years old are not allowed to use this service.
- No publishing any service material in any other media;
- No selling, sublicensing and/or otherwise commercializing any service material;
- No publicly performing and/or showing any service material;
- No using this service in any way that is or may be damaging to the service;
- No using this service in any way that impacts user access to this service;
- No using this service contrary to applicable laws and regulations, or in any way may cause harm to the service, or to any person or business entity;
- No engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this service;
- No using this service to engage in any advertising or marketing.

Your Content

In these Terms, "Your Content" shall mean any audio, video text, images or other material you choose to display on this service. By displaying Your Content, you grant the Retailer a non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it as necessary to provide the service and improve product offerings provided in connection with the same. Your Content must be your own and must not be invading any third-party's rights. The Retailer reserves the right to remove any of Your Content from this service at any time without notice.

No warranties

This service is provided "as is," with all faults, and the retailer express no representations or warranties, of any kind related to this Website or the materials contained on this service. Also, nothing contained on this service shall be interpreted as advising you.

Acknowledgements

By using this service, you acknowledge and agree to the following

- The Retailer sends transactional and promotional communication via phone and email.
- Customer Support may record voice and text conversations with customers.
- Delivery drivers possess car and body cameras that record delivery transactions for security purposes. By using this service, you consent to video and audio recording when interacting with the service and the service providers.
- The retailer does not guarantee delivery times and ETAs communicated to customers.
- You are aware of [California Proposition 65 Warning](#).
- Customers using fake IDs or IDs not belonging to them at any stage of signup and/or the transaction process are knowingly committing fraud punishable by state law.

Limitation of liability

In no event shall the retailer or service, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this service whether such liability is under contract. The retailer and service, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this service.

Indemnification

You hereby indemnify to the fullest extent the retailer and service from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

The retailer is permitted to revise these Terms at any time as it sees fit, and by using this service you are expected to review these Terms on a regular basis.

Assignment

The retailer is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between the Retailer and you in relation to your use of this service, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.