

ScooterTreats

Terms of Use for Alcohol Sales

Last modified date: 03-06-2020

These terms of use ("*Alcohol Terms*") are additional terms and conditions between Merchant and ScooterTreats, made subject to the terms and conditions of that certain Agreement (or comparable agreement provisioning access to the ScooterTreats Services to Merchant) by and between Merchant and ScooterTreats (the "*Agreement*").

1. GENERAL.

Upon acceptance, these Alcohol Terms are incorporated by reference and a part of the Agreement and the definition of "Items" in the Agreement shall be modified to include Alcohol Items subject to the terms herein. Except where modified above, the remainder of the Agreement shall remain unchanged. These Alcohol Terms replace and supersede any previous addendum that you have accepted related to the subject matter described herein. Should you choose to offer for sale Alcohol Items (defined below) to Customers via the ScooterTreats App, these Alcohol Terms incorporate your obligations for the provision of Alcohol Items into the Agreement. These Alcohol Terms do not alter your relationship with ScooterTreats and in the event of a conflict between the Agreement and the Alcohol Terms, the Alcohol Terms shall supercede only with respect to the provision of Alcohol Items.

2. ADDITIONAL TERMS FOR ALCOHOL ITEM SALES ON SCOOTERTREATS APP.

As permitted by applicable laws and regulations, Merchant may make available alcoholic beverages for sale on the ScooterTreats App ("*Alcohol Items*"), subject to the following obligations and conditions:

2.1. Additional Representations and Warranties.

Merchant represents and warrants that (a) Merchant complies with all applicable laws and regulations related to the sale of Alcohol Items, including without limitations laws and regulations related to the promotion, packaging, sale, taxation and delivery of Alcohol Items, and (b) Merchant has all required licenses ("*Required Licenses*") to sell Alcoholic Items through each Sales Channel the Merchant utilizes, including all Required Licenses for the each of the specific type of Alcohol Items that Merchant makes available via the ScooterTreats App.

2.2. Role of the Parties.

For the avoidance of doubt, ScooterTreats is an unlicensed entity that is involved with the promotion, marketing, and/or facilitation of sales of alcoholic beverages by Merchant via the ScooterTreats App. Merchant is a licensed seller of alcoholic beverages that wants to sell Alcohol Items through ScooterTreats App. Orders for Alcohol Items solicited via the ScooterTreats App will be transmitted to Merchant. Merchant is responsible for the sale, will be clearly identified, and controls the transaction, including any decisions concerning acceptance or rejection of any such orders. Merchant is responsible for, and controls, the fulfillment of such orders.

2.3. Alcohol Laws and Requirements.

Merchant shall disclose to ScooterTreats, in writing, any applicable laws, codes, regulations, licensing requirements, and any other similar requirements, related to Alcohol Items delivered using the Scooter Platform.

2.4. Alcohol Licenses.

Before Merchant makes available any Alcohol Items for which Merchant is required to provide copies of such licenses to ScooterTreats. Merchant will notify ScooterTreats immediately upon any change, modification, revocation, renewal, or termination of any Required License (in each case, considered a "*Modified License*"). Merchant will,

immediately upon its receipt of any Modified License or upon ScooterTreats's request, deliver copies of such Modified License to ScooterTreats.

2.5.Packaging and Labeling.

Merchant will package all Items appropriately for delivery by Delivery People, including any protection necessary to prevent tampering or damage due to any cause, including inclement weather or the nature of the Alcohol Items themselves; any labelling required by law, including but not limited to a statement that the package contains alcohol and may only be delivered to a person 18 years or older with valid proof of age and identity.

2.6.Hours Availability.

Merchant agrees that ScooterTreats may modify the hours during which Alcohol Items are available for purchase and delivery from Merchant on the ScooterTreats App, in accordance with applicable law and regulation as well as operational considerations of the ScooterTreats App. ScooterTreats will use reasonable efforts to notify Merchant of any such modifications.

2.7.Payment Instructions.

Merchant instructs ScooterTreats (and for purposes of this clause, including its affiliates) to collect payments on Merchant's behalf that are made by Customers for purchasing Alcohol Items from Merchant on the ScooterTreats App ("*Customer Payments*"). Merchant instructs ScooterTreats to collect payments into an account that will be held for the benefit of Merchant and other merchants who also sell Alcohol Items on the ScooterTreats App ("*FBO Alcohol Account*"). Merchant instructs ScooterTreats to then transfer Customer Payments to a bank account that Merchant provides to ScooterTreats ("*Merchant Account*"), less any fees or obligations that Merchant owes ScooterTreats and minus any fees or obligations that are owed to the Delivery Person. Merchant further instructs ScooterTreats to withhold for itself, from Customer Payments, any fees or obligations that Merchant owes ScooterTreats, and to withhold from Customer Payments, and then deliver to, any fees or obligations that are owed to the Delivery Person.

2.8>Returns Generally.

Merchant acknowledges that the Delivery Person or Customers may be required to return the Alcohol Item to Merchant for the below listed reasons. Merchant agrees to accept such return of Alcohol Items in such cases. Merchant understands and agrees that if such Alcohol Item is returned then Merchant shall not be paid for such items.

2.8.1.Such Delivery Person is unable to deliver an Alcohol Item, including due to inability to deliver Alcohol Items compliantly;

2.8.2.The Customer is unable to accept the Alcoholic Item pursuant to law; and

2.8.3.The Alcohol Item in question constitutes a Substandard Item as determined by the Delivery Person or Customer. In the event Merchant provides an Alcohol Item that is a Substandard Item, Merchant will be responsible for disposal of such Substandard Item.

2.9.Promotions and Advertising.

Merchant agrees to follow all laws and regulations related to the advertisement and promotion of Alcohol Items, including but not limited to, Merchant will only create Merchant Promotions that apply to Alcohol Items that are in compliance with all applicable local laws, all Alcohol and Tobacco Tax and Department of Trade and Industry Commission guidelines, and follow industry best practices.

3. FULFILLMENT METHODS.

As permitted by applicable laws and regulations, Merchant may make Alcohol Items for sale via the ScooterTreats App via the Sales Channels (as defined in the Agreement), subject to Merchant eligibility for such Sales Channel and all applicable terms and conditions for usage of such Sales Channel.

4. MARKETPLACE [E-COMMERCE REGULATION] ADDITIONAL TERMS.

If Merchant elects to offer Alcohol Items to Customers through the Marketplace Sales Channel, Merchant acknowledges and agrees to the following:

4.1. Delivery Person.

Each Delivery Person shall conduct delivery of Alcohol Items under and pursuant to Merchant's liquor license, and as necessary, as Merchant's third-party beneficiary. Merchant understands and agrees that Delivery People shall be conducting the delivery and therefore are responsible to verify the age and identity of the Customer and confirm that the Customer is not intoxicated when completing the delivery to the Customer. Scooter is a third party technology platform and shall provide in-app screens and tools for the Delivery People to help complete the ID verification compliantly. Where applicable or required by law, the in-app screen may enable the Delivery Person to capture a photo of the Customer's ID and capture the Customer's signature.

4.2. Marketplace Return Fee.

If the Delivery Person is unable to deliver an Alcohol Item due to the act or omission of the Customer who purchased such Alcohol Items from Merchant, then Merchant agrees that the Customer may be charged for a return fee (the "Return Fee"), the amount of which shall be determined according to the standard fares charged by Delivery People in the region. Merchant agrees that it has no right to the Return Fare and such monies will be used to pay the Delivery Person for the return.

5. MERCHANT MANAGED DELIVERY AND NON-DELIVERY ADDITIONAL TERMS.

If Merchant elects to offer Alcohol Items to Customers through the Merchant Managed Delivery and Non-Delivery Sales Channel, Merchant acknowledges and agrees to the following:

5.1.Verification of Customer.

Merchant agrees that it is the Merchant's responsibility to verify the age and identity of the Customer and confirm that the Customer is not intoxicated when the Customer picks up the alcohol for Non-Delivery Sales Channels or when delivering the Alcohol Items to the Customer for Merchant Managed Delivery Sales Channels. Merchant disclaims Scooter and all of its Affiliates including ScooterTreats from all liability related to noncompliant delivery of Alcohol Items.

5.2.Return Notifications.

Merchant agrees to notify Scooter within the Scooter Utilities or by contacting Scooter support if Merchant is unable to compliantly sell Alcohol Item(s) to a Customer through the Merchant Managed Delivery and Non-Delivery Sales Channels. Merchant understands that in order to issue a refund, Merchant must first notify Scooter of such return.

5.3.Merchant Manages Return Fee.

If Merchant Managed Delivery Staff are unable to deliver an Alcohol Item due to the act or omission of the Customer who purchased such Alcohol Items from Merchant, then Merchant agrees that the Customer may be charged for a return fee (the "*Merchant Managed Return Fee*"), the amount of which shall be determined by ScooterTreats. If the Customer is charged a Merchant Managed Return Fee, ScooterTreats shall remit such fee to Merchant.

The Return Fee will be 30% of the total amount spent by the customer excluding Sales Tax.

6. SALES CHANNEL FEES

Unless otherwise agreed to by the parties or modified by requirement of applicable laws and regulations, the Sales Channel Fee ScooterTreats charges Merchant for the sale of Alcohol Items shall be calculated as follows:

6.1. Marketplace Sales Channel.

ScooterTreats will charge Merchant a fee percentage of 20% for each Item sold via the ScooterTreats App through the Marketplace Sales Channel;

6.2. Non-Delivery Sales Channel.

ScooterTreats will charge Merchant a fee percentage of 15% for each Item sold via the ScooterTreats App through the Non-Delivery Sales Channel;

6.3. Merchant Managed Delivery Sales Channel.

ScooterTreats will charge Merchant a fee percentage of 15% for each Item sold via the ScooterTreats App through the Merchant Managed Delivery Sales Channel. Further, ScooterTreats will charge Merchant a Fee of 30% for each Item sold via the ScooterTreats App through the Marketplace Sales Channel.