

Please read this agreement carefully to ensure you understand each provision.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Welcome to Scratch By Patria ("SBP") website. Also known as patriaskitchen.com and Ilc of Be Prepped Meals Preps. By using our website ("Site") or placing an order, you accept and agree to be bound by these Terms and Conditions ("Terms and Conditions") and our Privacy Policy. Use of the Site is only available to users who are 18 years of age or older and reside in the United States, or its possessions AND territories. SBP makes NO claims that the Site OR ANY of its content is accessible from outside the United States. Should you access our Site outside of the United States, you do so on your own initiative and are responsible for compliance with local laws.

We may update these Terms and Conditions from time to time at our sole discretion. The modified Terms and Conditions will be effective 30 days following posting and you agree to the new posted Terms and Conditions by continuing your use of the Site and/or placing an order. Each time you use the Site or place an order, you reaffirm your acceptance of the then-current Terms and Conditions, and your agreement to be bound hereby. You are responsible for staying informed of any changes and are expected to check this page from time to time so you are aware of any changes. If you do not agree with the modified Terms and Conditions, you should stop using the Site.

ELIGIBILITY

By using our Site, you represent that you have reached the age of majority where you live and that you have the legal ability to accept these Terms and Conditions and to use the Site in accordance with these Terms and Conditions.

IMPORTANT HEALTH INFORMATION

People with certain conditions MUST HAVE physician approval prior to ordering any SBP consumable goods; these include, but are not limited to people who: (a) are pregnant, (b) have anorexia or bulimia, (c) have chronic kidney disease, (d) children under 17 years old, or (e) nursing mothers. People with these or any other serious health conditions must seek physician approval before ordering any SBP consumables.

WEIGHT LOSS AND HEALTH CLAIMS

SBP provides weight loss and health information solely for informational purposes. Weight loss and health results are not guaranteed. Actual results will vary widely from individual to individual. By purchasing from SBP, you acknowledge that SBP does not make any claims, guarantees, explicit or implied, for any specific results. You also acknowledge that it is possible to gain weight on a program. Failure to lose weight or meet your desired results will not be grounds for a refund or to seek any damages against SBP.

SBP does not imply, suggest or represent that any of our programs have been approved for any individual use by one of our doctors, medical staff, supervisors or staff members. SBP PROGRAMS ARE NOT MEDICALLY SUPERVISED PROGRAMS. IF YOU HAVE ANY MEDICAL CONDITIONS, WE RECOMMEND AND IN SOME CASES REQUIRE YOU TO SEEK PHYSICIAN APPROVAL PRIOR TO STARTING A PROGRAM.

NUTRITION INFORMATION

Please note that nutritional information on our site reflects recent updates to meals based on evolving ingredients. The nutritional information for meals at the time of their preparation is reflected on the labels on our meal containers.

CREDITS AND REFUNDS

If you are not satisfied with a meal for any reason, please contact our customer service team at iinfo@scratchbypatria.co. You must report your issues within 5 days of the meal being delivered. Depending on the circumstances, we will provide you a full or partial credit or refund of the purchase price for that delivery. SBP may require the return or photo documentation of the meal(s) that you are not satisfied with before we make a credit or refund.

PAUSE OR CANCEL A SUBSCRIPTION

Following your Plan selection and placement and receipt of your first weekly order, you may pause or cancel a subscription to a Plan at any time online by managing your account at patriaskitchen.com, or by emailing us at info@scratchbypatria.co. Please note, however, that any amounts charged to or paid by your prior to such pause or cancellation will not be refunded, and a pause or cancellation may not impact any active order for which you have already been charged, depending on the status of the order.

To avoid being charged for placed orders that you no longer wish to receive in the event of a subscription pause, you must pause prior to the date when you are to be charged for your next order, which is emailed to you each week and also displayed in your account. The charge is typically 5 or 6 days before your expected delivery, depending on your specified deadline, but can vary depending on shipping length and other factors.

If you cancel a subscription to a Plan before receiving your first order, your first order may or may not be cancelled and related amounts paid may or may not be refunded to you, depending on factors including the state of your meals in our production process, and any promotions applied. You will be notified if any of your charged orders will be cancelled and refunded, or if you will still receive the order after cancellation.

FOOD SUBSTITUTION POLICY

Although SBP takes every reasonable measure to have sufficient inventory to fill your order, availability of product(s) may change without notice. SBP is not responsible for unavailability of product due to popular demand, whether discontinued or still in production.

In the completion of orders, SBP reserves the right to substitute a similar product. When making substitutions, SBP takes great care to meet the requirements of your particular program or order. Substituted food items may contain different ingredients and allergens than those in items originally ordered. Prior to consumption, please be sure to carefully check all individual product packages for the most updated information regarding ingredients and nutritional content for any/all of SBP's food products, including new and improved items, if you have any food allergies or if you are otherwise concerned about any particular ingredients.

Please Note: SBP's food items may contain or may have been manufactured in a facility that also processes: gluten, dairy, eggs, fish, shellfish, soy, and tree nuts.

DELIVERY ISSUES

If client is unavailable to receive package at designated delivery time it is then their responsibility to leave lockable storage cooler that can maintain cooling temperatures required by FDA to prevent foodborne illness. SBP does not accept responsibility for any stolen packages delivered in designated time frame and SBP does not assume any responsibility for any illness caused from improper cooling, storage or reheating of meal prep products.

YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT

SBP reserves the right to withdraw or amend this Site, and any service or material we provide on the Site, in its sole discretion without notice. SBP will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, SBP may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

When you sign up to use the Site and create an account, you will be asked to create an account and establish a password. You are entirely responsible for maintaining the confidentiality of your password and you are entirely responsible for all activity made by you or anyone you allow to use your account. You agree to safeguard your account password from access by others. You agree to indemnify and hold harmless SBP for losses incurred by SBP or another party due to someone else using your account or password. SBP has the right to disable any user name, password or other identifier, whether chosen by you or provided by SBP, at any time, in its sole discretion for any or no reason, if, in our opinion, you have violated any provisions of these Terms and Conditions.

CONTENT POSTED BY YOU

Content posted by you includes, but is not limited to, ratings and reviews of meals, and postings on SBP's bulletin boards, social media pages, chat rooms, and user blogs. These sites contain various pages where you and other members may post content ("Sites"). You may only post content to the Sites that you created or which the owner of the content has given you permission to post. You may not post or distribute content that is illegal or that violates these Terms and Conditions. By posting or distributing content to the Sites, you represent and warrant that (a) you own all of the rights to the content or are authorized to use and distribute the content to these Sites and (b) the content does not and will not infringe any copyright or any other third-party right nor violate any applicable law or regulation.

By submitting or posting content to the Sites, you grant SBP, its affiliates, subsidiaries, assigns, agents, and licensees the irrevocable, perpetual, worldwide right to reproduce, display, perform, distribute, adapt, and promote any posted content in any medium. Once you submit or post content to the Sites, SBP will not give you any right to inspect or approve uses of such content or to compensate you for any such uses. SBP owns all rights, title, and interest in any compilation, collective work or other derivative work, whether or not created by SBP, using or incorporating content posted to the Sites. For more information, please review SBP's Privacy Policy.

You should carefully choose the information you post on the Sites. Any content that you post to the Sites will be considered non-confidential and non-proprietary. You may not post the following items: telephone numbers, street addresses, last names, URLs to external sites, any form of HTML or programming code, or any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit, or otherwise objectionable subject matter. You are solely responsible for anything you may post on these Sites and the consequences of posting anything on these Sites.

SBP is not responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Sites.

CONTENT POSTED BY OTHER USERS

SBP is not responsible for, and does not endorse, content in any posting made by other users on the Sites. You are solely responsible for your reliance on anything posted by another member on the Sites. Under no circumstances will SBP be held liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you or any third party in connection with the use of or reliance of any content posted by a third party on the Sites. If you become aware of any misuse of the Sites by any person, please contact SBP at iinfo@scratchbypatria.co.

If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. SBP has the right to remove any user contributions from these Sites for any or no reason. SBP reserves the right to take necessary legal action against users.

ACTIVITIES PROHIBITED ON THE SITE

The following is a partial list of the kinds of conduct that are illegal or prohibited on the site. SBP reserves the right to investigate and take appropriate legal action against anyone who, in the sole discretion of SBP, engages in any of the prohibited activities. Prohibited activities include-but are not limited to-the following:

Using the site for any purpose in violation of local, state, national, or international laws;

Posting material that infringes the intellectual property rights, privacy rights, publicity rights, trade secret rights, or any other rights of any party;

Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by SBP in its sole discretion or pursuant to local community standards. SBP takes no responsibility for monitoring such content or in evaluating it;

Posting advertisements or solicitations of business;

After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);

Posting chain letters or pyramid schemes;

Impersonating another person;

Distributing viruses or other harmful computer code;

Harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;

Allowing any other person or entity to use your identification for posting or viewing comments;

Posting the same note more than once or “spamming”;

Harassing, threatening, stalking, or abusing any person; or

Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in the sole discretion of SBP, exposes SBP or any of its customers or suppliers to any liability or detriment of any type.

SBP reserves the right-but is not obligated-to do any or all of the following:

Record the dialogue or content posted on any pages of the Site;

Investigate an allegation that anything posted on the site does not conform to these Terms and Conditions and determine in its sole discretion to remove or request the removal of the posting;

Remove postings which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions;

Terminate a user's access to the site upon any breach of these Terms and Conditions;

Monitor, edit, or disclose any posting on the site; and

Edit or delete any communications posted on the site, regardless of whether such communications violate these standards.

SBP may disclose user information including personal identity and other personal information to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Without limiting the foregoing, SBP has the right to fully cooperate with any law enforcement authorities or court order requesting or directing SBP to disclose the identity or other information of anyone posting any materials on or through the Site or any Sites.

YOU WAIVE AND HOLD SBP HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SBP, DURING OR AS A RESULT OF ITS INVESTIGATIONS, AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SBP, LAW ENFORCEMENT AUTHORITIES OR OTHER THIRD PARTIES.

SBP does not undertake to review any materials before you have posted them on the Sites and cannot ensure prompt removal of objectionable material after it has been posted. SBP assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. SBP has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

SBP has the right to terminate your account and your access to the Site or Sites for any reason, including, without limitation, if SBP, in its sole discretion, considers your use to be unacceptable. SBP may, but shall not be under any obligation to, provide you a warning prior to termination of your use of the Site or Sites.

SBP INTELLECTUAL PROPERTY

The entire contents of the Site or Sites are copyrighted as a collective work under the laws of the United States and other copyright laws. SBP holds the copyright in the collective work. The collective work includes works which may be property of other members. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Site or Sites solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc.). Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the Site or Sites.

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and

arrangement thereof), are owned by SBP or its affiliates, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms and Conditions permit you access to the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site.

You must not (i) modify copies of any materials from the Site; (ii) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, and (iii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of the Terms and Conditions, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by SBP. Any use of the Site not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

TRADEMARKS

The SBP name, logo and all related names, logos, product and service names, designs and slogans are trademarks of SBP or its affiliates or licensors. You must not use such marks without the prior written permission of SBP. All other names, logos, product and service names, designs and slogans on this Site are the trademarks of their respective owners.

COPYRIGHT PROTECTION

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this Site by contacting SBP (as set forth below) and providing the following information:

Identification of the copyrighted work that you believe to be infringed. Please describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work.

Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

Your name, address, telephone number, and e-mail address.

A statement that you have a good faith belief that the complained use of the materials is not authorized by the copyright owner, its agent, or the law.

A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.

A signature or the electronic equivalent from the copyright holder or authorized representative.

Send this information by mail to Scratch By Patria, 1627 E Edinger Ave Suite A, Santa Ana, CA 92705, ATTN: Legal Department. In an effort to protect the rights of copyright owners, SBP maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

CHANGES TO THE SITE

SBP may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and SBP is under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by SBP with respect to your information in compliance with the Privacy Policy.

ONLINE PURCHASES AND OTHER TERMS AND CONDITIONS

All purchases through this Site or other transactions for the sale of goods or services or information formed through the Site or as a result of visits made by you are governed by these Terms and Conditions.

Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms and Conditions.

LINKS FROM THE SITE

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. SBP has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Sites and/or Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or

reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by SBP, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of SBP. SBP is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

WARRANTIES

The Sites and/or Site and the content are provided on an “as is” and “as available” basis.

TO THE FULLEST EXTENT PERMITTED BY LAW, SBP, ITS LICENSORS, AND ITS SUPPLIERS, DISCLAIM ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

SBP makes no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the Sites and/or Site. SBP cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. SBP cannot and does not guarantee or warrant that files available for downloading from these Sites and/or Site will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties. SBP cannot and does not guarantee or warrant that any content you post on the Sites will remain on the Sites. SBP does not warrant or guarantee that the functions or services performed on the Sites and/or Site will be uninterrupted or error-free or that defects in the Sites and/or Site will be corrected.

SBP may disable all or any social media features and any links at any time without notice in our discretion.

LIMITATION OF LIABILITY

SBP’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH SBP IS TO DISCONTINUE YOUR USE OF THE SITE. SBP AND ITS VENDORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES AND/OR SITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITES AND/OR SITE. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR HEALTH-RELATED ISSUES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SBP HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SBP’S AND ITS VENDORS’ LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify, defend, and hold SBP, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions or your use of the Sites and/or Site, including, but not limited to, any content that you may post, any use of the Sites' AND/OR Site's content, services and products other than as expressly authorized in these Terms and Conditions or your use of any information obtained from the Sites and/or Site.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the People of California, without regard to its conflict of laws rules.

RESOLVING DISPUTES — ARBITRATION

Most customer concerns can be resolved quickly and to the customer's satisfaction BY email our customer service department AT iinfo@scratchbypatria.co. IF SBP's customer service department is unable to resolve a complaint you may have to your satisfaction (or if SBP has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

All disputes or claims that arise under or related to these Terms and Conditions (whether in contract, tort or otherwise, whether past, pre-existing, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) will be resolved either in small claims court or by individual arbitration in accordance with the rules of the American Arbitration Association ("AAA"). Unless you and SBP agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879.

You agree to arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR SBP SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIMS AS A REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This transaction and the arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).

WAIVER AND SEVERABILITY

No waiver by SBP of any of the terms and conditions set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any

other term or condition, and any failure of SBP to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

ENTIRE AGREEMENT

These Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and SBP with respect to the Sites and/or Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites and/or Site.

NOTICE

SBP may deliver notice to you under these Terms and Conditions by means of electronic mail, a general notice on the site, or by written communication delivered by first class U.S. mail to your address on record in your SBP account. You may give notice to SBP at any time via electronic mail or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: Scratch By Patria