

MAIZE, LLC

TERMS AND CONDITIONS AGREEMENT ("Terms and Conditions")

Please read these terms and conditions ("Terms and Conditions" and/or "Agreement") carefully before using Maize mobile application (the "application") operated by Maize, LLC (the "company" and/or "us" and/or "we" and/or "our"). These Terms and Conditions apply to the Maize mobile application, the Maize marketing website, and all associated sites, its subsidiaries and affiliates (if any).

A. Conditions of Use

By using this application, you certify that you have read and reviewed the Terms and Conditions and that you agree to comply. If you do not agree, do not use the application. Maize, LLC only grants use and access of this application, its products, and its services to those who have accepted its terms.

Maize, LLC reserves the right to edit, modify, and change the Terms and Conditions at any time. You will be notified of such modifications to the Terms and Conditions and your continued use of the application constitutes your agreement to such modifications.

As long as you comply with these Terms and Conditions, Maize, LLC grants you a personal, non-exclusive, non-transferrable, limited privilege to use the application.

B. Privacy Policy

Before you continue using our application, we advise you to read our Privacy Policy regarding our user data collection.

C. Age Restriction

You must be at least thirteen (13) years of age before you can use this application. By using this application, you warrant that you are at least eighteen (13) years of age and that you may legally adhere to this Agreement. Maize, LLC assumes no responsibility for liabilities related to age misrepresentation.

D. Intellectual Property

You agree that all materials, products, information, data, and services provided on and within this application are the property of Maize, LLC, its affiliates, directors, officers, employees, agents, suppliers, or licensors including, but not limited to, all APIs, copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce, misappropriate, or redistribute Maize, LLC's intellectual property in any way, including, but

limited to, electronic or digital. Using our application does not grant you the right or claim to any of Maize, LLC's intellectual property.

You understand that a violation of the foregoing may result in legal action being taken against you.

You grant Maize, LLC a royalty-free and non-exclusive license to use, pursue, display, copy, transmit, and the like, the content you upload and/or publish on the premium version of our application.

E. User Accounts

As a user of this application, you may be asked to register with us and to provide certain personal data. You are responsible for ensuring the accuracy of this information and you are responsible for maintaining the safety and security of your information. You are also responsible for all activities that occur under your account.

If you believe there are any possible issues regarding the security of your account on the application, inform us immediately at the contact information below.

F. Disclaimer of Warranty and Limitation of Liability

The application is "as-is", "with all faults", and "as available". The information provided by the application is for general informational purposes only. All information on the application is provided in good faith, however, Maize, LLC, on behalf of itself and on behalf of wireless carriers over whose network the application is provided, and each of our affiliates, agents, and suppliers, make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity reliability or completeness of any information on the application. Under no circumstance shall we have any liability to you, of any kind, for any loss, injury, or damage, or the like, as a result of the use of the application or reliance on any information provided on the application. Your use of the application and your reliance on any information on the application is solely at your own risk.

G. Indemnification

You agree to indemnify Maize, LLC and its affiliates and hold Maize, LLC harmless against any and all legal claims and demands of any sort that may arise from your use or misuse of the application.

H. Acceptable Use

You may use this application only for lawful personal use and in accordance with these Terms and Conditions, to browse, search, identify and locate local farmers and other purveyors, restaurants, grocers, cafes, delis, wineries, and the like. In the event you are a premium user,

the following additional acceptable uses apply: create personal profile, browse, search and identify ways in which other premium users are engaging in the food community, check in at locations offered on the application, and the like.

Any other use of this application may be interpreted as a violation of these Terms and Conditions and may be grounds for termination.

We reserve the right to terminate or ban user accounts, edit, or remove content at any time, for any reason, in our sole discretion, and we reserve the right to take any and all available legal recourse for actual or suspected violations of these Terms and Conditions. Any delay by Maize, LLC in taking such actions does not constitute a waiver of Maize, LLC's rights to enforce these Terms and Conditions. Maize, LLC is not liable for failure to edit or remove content.

I. Prohibited Use

You agree that you shall refrain from using the application for any illegal purposes. This is not an exhaustive list of the prohibited uses.

J. Corrections

There may be information on the application that contains typographical errors, inaccuracies, omissions, including descriptions, locations, hours, among others. We reserve the right to correct any errors, inaccuracies, omissions and the like or to change or update the information on the application at any time, without prior notice.

K. Applicable Law

By using this application, you agree that the laws of the State of Wisconsin, without regard to principles of conflict of laws, will govern these Terms and Conditions, or any dispute of any sort that might come between Maize, LLC and you, or its business partners and associates. You also agree to waive any jurisdictional, venue, or inconvenient forum objections.

L. Contact Us

If you have any questions regarding this Agreement, please contact us at info@maize.app.

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