

Welcome to Smart Lunches, a service of Smart Lunches, Inc. (“Smart Lunches”). We are glad that you have decided to participate in our lunch delivery program (the “Services”). Before you create an account, please take a moment to review these program policies and Terms and Conditions (“Terms”). These Terms are an agreement between you and Smart Lunches, Inc. (“Smart Lunches”) and they incorporate and are governed by our [Allergy Policy: http://www.smartlunches.com/about_us/allergies], [\[http://cdn.smartlunches.com/policies/terms_of_service.pdf\]](http://cdn.smartlunches.com/policies/terms_of_service.pdf) (the “TOS”) and [\[http://cdn.smartlunches.com/policies/privacy.pdf\]](http://cdn.smartlunches.com/policies/privacy.pdf) (the “Privacy Policy”).

1. Program Policies

Ordering Schedule: For our full menu of choices, orders can be placed up to 4 days before the date of the first lunch in your order. For example, you can order by midnight on Thursday for lunch on the following Monday. And at many of our partners, you may also order from a more limited menu of Last Minute Lunches up until midnight the night before you need it.

Changes/Cancellations: Changes or cancellations can be made up to 4 days before the date of the lunch. Credits, if applicable, will be automatically applied to your next order. Once the ordering period has closed, your order is final. This includes sick days, when you may pick up your meal at school if convenient; otherwise the school will ensure someone enjoys it.

Snow Day/Inclement Weather Policy: Due to our commitment to freshly made meals, we regret that we cannot accommodate late cancellations, nor offer credits for meals on snow days or other unscheduled closings. Instead we donate undeliverable meals to a local shelter or food bank.

Allergy Information: All our menus are free of both peanuts and tree nuts. Our meals are made in kitchens in which nuts are used; however, our providers prepare Smart Lunches in nut-free production lines using ServSafe practices to avoid cross-contamination. Certain items included in our ingredients may have come from a facility that processes nuts. Similarly, other items marked as free of something (dairy, egg) are also prepared in kitchens where these items are in use. Since we are unable to make any guarantees, we ask you to make your own ordering decisions as you would when dining out. By voluntarily participating in meal selection, you accept all risks associated with ordering. See our full allergy overview [http://www.smartlunches.com/about_us/allergies]. We are very conscious of how many of our families deal with allergies, and we are always happy to discuss your concerns, so please get in touch if we can help in any way.

Meal Mistakes? We’re human -- but we strive for perfection. If you believe there was a mistake of any kind with your child’s meal, please let us know. We want to make it right! Email info@smartlunches.com or call us at 857-239-9974.

E-mail Notifications: To ensure that you are receiving email notifications - including order confirmations, ordering reminders, password resets and other communications that are important to your satisfaction with our service – please be sure to clear info@smartlunches.com with your email filters.

2. Acceptance of Terms.

Once you select the “I accept the terms and conditions” check box and create an account, you agree to these Terms. These Terms may be updated from time to time. Upon any change, Smart Lunches will notify you by electronic mail or by a link to the new or different Terms. If you continue to participate in the Service thereafter, your continued participation constitutes acceptance of the changes and an agreement to be bound by the Terms, as amended. You can review the most current version of the Terms at any time at:

[\[http://cdn.smartlunches.com/policies/terms_of_service.pdf\]](http://cdn.smartlunches.com/policies/terms_of_service.pdf).

3. Your Agreement to Participate

When you create an account, you will be deemed a “Member” and you are agreeing that Smart Lunches shall have the right to utilize the information you provide to us to provide the Services. Each Member must complete a profile for each individual in a Member’s family who will receive lunches via the Service (the “Profiles”). Each Profile should set forth the specific dietary needs and preferences for each luncher who will receive food via the Services

4. Smart Lunches’s Responsibilities

Smart Lunches will operate the Service and will coordinate with our vetted, contracted, and trained caterers (the “Caterers”) and educational institutions, early childhood centers, camps or offices (the “Partners”) who perform

services on our behalf.

5. Use of the Service

A. Service Limitations. Smart Lunches will try very hard to make your experience with the Service a productive one. However, Smart Lunches cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that the Service is provided “AS-IS”, without warranties of any kind. Smart Lunches does not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

B. Service Changes and Discontinuation. Smart Lunches reserves the right to change, or discontinue, temporarily or permanently, the Service at any time without notice. You agree that Smart Lunches will not be liable to you or any third party for any modification or discontinuance of the Service.

C. Privacy Policy. Smart Lunches respects the privacy of personal information such as your email address, your phone number your user name and password, and your family's dietary needs. This information will only be used to send you information pertaining to the Service such as alerts, new features, notifications, etc. This information will not be displayed anywhere publically or shared with any third party except for those Smart Lunches employees, Caterers, and Partners with a need to know such information for purposes of operating the Service.

D. Cancellation. You may cancel your account at any time by sending a request for cancellation to Smart Lunches at info@smartlunches.com. Upon confirmation of your request, your account will be cancelled and your personal information (email address, phone number, user name and password, and all Profiles) will be deleted.

6. “Rules of the Road”

For the benefit and security of our users, and to comply with applicable laws, we have a few mandatory guidelines that we call “Rules of the Road”. Any conduct that violates the Rules of the Road is grounds for cancellation of your account, so we ask that you carefully read and follow them.

A. Provide Accurate Information. You agree to provide true, accurate, current, and complete information, as requested in Smart Lunches’s account registration process, and you agree to not misrepresent your identity or your registration information. You agree to keep your registration information up to date and accurate.

B. Guard Your Password. You will choose a password when registering. Please maintain the confidentiality of your password. Please notify Smart Lunches immediately of any unauthorized use of your password. Smart Lunches will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge. You may not use anyone else’s password at any time.

C. Restrictions. You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another’s privacy, abusive, threatening, or obscene, or that infringes the personal or proprietary rights of others. You agree that your membership is non-transferable.

D. Proprietary Rights. You acknowledge and agree that Smart Lunches and/or its licensors own all rights to the Service and all of its associated software, technologies, patents and databases. You may use the Service only as expressly authorized by these Terms. You may not copy, reproduce, distribute, or create derivative works from Service or any of its associated software, technologies, patents or databases. Further, you agree not to reverse engineer or reverse compile any of Smart Lunches ’s and/or its licensors’ technology.

E. Termination. You agree that Smart Lunches may, *under certain circumstances and without prior notice*, immediately terminate your Smart Lunches account, any associated email address, any associated username, and/or access to the Service. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the Terms, TOS or other incorporated agreements, guidelines, policies or rules, (ii) requests by law enforcement or other government agencies, (iii) unexpected technical or security issues or problems, (iv) extended periods of inactivity, (v) your engagement in fraudulent or illegal activities, and/or (vi) nonpayment of any fees owed by you in connection with the Service. Termination of your Smart Lunches account includes (a) removal of access to all offerings within the Service (b) deletion of your password, username and all related information, files and Content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in Smart Lunches' sole discretion and that Smart Lunches shall not be liable to you or any third-party for any termination of your account, any associated email address, username or access to the

Service.

7. Rights You Grant to Smart Lunches

Smart Lunches does not claim ownership of content you submit or make available for inclusion on the Service. However, with respect to such content (including but not limited to articles, comments, photos, graphics, audio, or video you submit or make available), you grant Smart Lunches a world-wide, royalty-free, perpetual, unlimited, and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, create derivative works, publicly perform and publicly display such content via the Service or on any other Smart Lunches property. Smart Lunches reserves the right to syndicate the content submitted, posted, and/or displayed by you and to use that content in connection with other services offered by Smart Lunches, unless such content is covered by our Privacy Policy.

8. Other Important Legal Matters

A. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK AND IS SUBJECT TO THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THE TOS LOCATED AT [http://cdn.smartlunches.com/policies/terms_of_service.pdf]. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

B. Other. These Terms cannot be changed or any of Smart Lunches 's rights waived unless Smart Lunches agrees in writing or you continue using the Service following receipt of notice of any changes proposed by Smart Lunches . These Terms are an agreement that is personal to you and you may not assign them to anyone. All notices to you shall be in writing and shall be made either via e-mail or conventional mail, at Smart Lunches 's discretion. Smart Lunches may broadcast notices or messages through the Service to inform you of changes to the Terms, the Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to Smart Lunches must be made in writing at our address below. If any provision of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws and the state and federal courts of the Commonwealth of Massachusetts govern the interpretation and performance of these Terms.

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