



PANZA CO.
TERMS AND CONDITIONS

END USER LICENSE AGREEMENT

Last updated June 27, 2020

Panza is licensed to You (End-User) by Panza Co., located at 890 Old Mill Rd, Cornelia, Georgia 30531, United States of America (hereinafter: Licensor), for use only under the terms of this License Agreement.

By downloading the Application from the Apple AppStore, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance and support thereof. Panza Co., not Apple, is solely responsible for the licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Application that are in conflict with the latest [App Store Terms of Service](#). Panza Co. acknowledges that it had the opportunity to review said terms and this License Agreement is not conflicting with them.

All rights not expressly granted to You are reserved.

1. THE APPLICATION

Panza (hereinafter: Application) is a piece of software created to connect local families to travelers by offering them home-cooked meals and customized for Apple mobile devices. It is used to provide home-cooked meals to travelers visiting Costa Rica and other countries.

Furthermore, it is used to provide a platform for local cooks to offer their services and to provide a platform for people to connect whether traveling internationally or domestically.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Apple-branded Products that You (End-User) own or control and as permitted by the Usage Rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

2.3 You may not share or make the Application available to third parties (unless to the degree allowed by the Apple Terms and Conditions, and with Panza Co.'s prior written consent), sell, rent, lend, lease or otherwise redistribute the Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with Panza Co.'s prior written consent).

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support services for this licensed Application. You can reach the Licensor at the email address listed in the App Store Overview for this licensed Application.

4.2 Panza Co. and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

5. LIABILITY

5.1 Licensor's responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

5.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You will not have access to licensed Application.

5.3 Items offered by participating users are cooked to order and may be served raw or undercooked. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase the risk of foodborne illness.

5.4 Our participating users offer products with peanuts, tree nuts, soy, milk, eggs and wheat. We cannot guarantee that any of our products are safe to consume for people with peanut, tree nut, soy, milk, egg or wheat allergies.

5.5 Limit caffeine products to avoid nervousness, sleeplessness, and occasionally rapid heartbeat.

5.6 Panza Co. does not assume liability for adverse reactions to foods consumed, or items one may come into contact with while eating at any of the participating users' accommodations.

5.7 Panza Co. does not assume liability for damage to the personal property of any user or for the bodily injury of any user. All risk of injury - to person or property - is assumed by the user.

6. WARRANTY

6.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

6.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Panza Co.'s sphere of influence that affect the executability of the Application.

6.3 You are required to inspect the Application immediately after installing it and notify Panza Co. about issues discovered without delay by e-mail provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been mailed within a period of thirty (30) days after discovery.

6.4 If we confirm that the Application is defective, Panza Co. reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

6.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.

6.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

7. PRODUCT CLAIMS

Panza Co. and the End-User acknowledge that Panza Co., and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

(i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

8. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that You are not listed on any U.S. Government list of prohibited or restricted parties.

9. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

Kelly Gleber
890 Old Mill Rd, Cornelia
Georgia 30531
United States of America
contact@panzatravel.com

10. TERMINATION

The license is valid until terminated by Panza Co. or by You. Your rights under this license will terminate automatically and without notice from Panza Co. if You fail to adhere to any term(s) of

this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

11. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Panza Co. represents and warrants that Panza Co. will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple and Apple's subsidiaries shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

12. INTELLECTUAL PROPERTY RIGHTS

Panza Co. and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User's possession and use of that licensed Application infringes on the third party's intellectual property rights, Panza Co., and not Apple, will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

13. APPLICABLE LAW

This license agreement is governed by the laws of the State of Georgia excluding its conflicts of law rules.

14. MISCELLANEOUS

14.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

14.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

14.3 In order to accept this Agreement and to use the Services, you must be a resident of an Authorized Jurisdiction and be at least 18 years of age, or if you have parental consent, at least 13 years of age in all other Authorized Jurisdictions ("Minimum Age"). The Services are not intended for users under the Minimum Age. You hereby affirmatively represent that (a) you are at least the Minimum Age in the applicable Authorized Jurisdiction; (b) you have the consent of your parent(s) to use the Services if you are under 18 years of age; (c) you have all the applicable rights and authority to grant Panza the rights granted herein; and (d) you have read, understood, and agree to be bound by this Agreement. If you are not at least the Minimum Age, do not have parental consent, or you do not agree to all the terms and conditions of this Agreement, you may not use the Services.

While using the Services, you agree that you will comply with all posted policies, including our Community and Content Policy and Intellectual Property Policy, as we may update from time to time. We may suspend or stop providing you with access to the Services if you fail to comply with our posted policies. Some of the Services we offer may require additional terms and conditions. We will make those additional terms and conditions available to you with the relevant Services. If you use those Services, the terms and conditions that apply will become part of this Agreement between you and us.

We may modify this Agreement from time to time. If we make material changes to the Agreement, we will notify you by email or through a message posted on the Services. You agree that such modified Agreement will be effective thirty (30) days after our notice to you, except for changes that relate to new features or for legal reasons, which will become effective immediately. Your continued use of the Services after our provision of notice to you will constitute your affirmative acceptance to the modified Agreement. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Services.

Except as otherwise specifically permitted in this Agreement, you shall not: (a) modify, download, intercept, or create any derivative works of the Services, including any translations or localizations thereof; (b) access or use the Services through an application or means not authorized by Panza; (c) copy, store, edit, change, exploit, download, prepare any derivative work of, or alter in any way any of the content made available through the Services; (d) license, sell, rent, lease, encumber, transfer, assign, distribute, disclose, post, make available, permit time sharing or simultaneous use of, or otherwise exploit the Services to or for the benefit of any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, underlying ideas, or structure or organization of the Services; (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on the Services; (g) publish or provide any results of any Services, in whole or in part, aggregated or otherwise, to a third party without Panza's prior written consent; (h) provide your username and password used to access the Services to any third party; (i) use any systems or means, automated or otherwise, to access, acquire, copy, scrape, harvest, or monitor any part of the Services; (j) circumvent any technological measures employed by or on behalf of Panza to protect the Services; (k) use any other technologies or initiate any other activities that may harm the Services, or the interests or property of Panza or other users of the Services; or (l) aid or encourage any third party to engage in any activity that would constitute a breach of this Agreement.

ANY USE OF THE SERVICES NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

From time to time we may send you communications to the email address associated with your account. These communications may include, but are not limited to, tips and recommendations, special offers, and other account-related or transactional messages. Additionally, our mobile and tablet applications may, in some circumstances, offer the ability for you to receive push notifications in connection with those applications. If you would like to modify your ability to receive push notifications from our applications, you can control

those settings within the settings or preferences apps of each respective device. By accepting this Agreement and using the Services, you expressly consent to the receipt of all such communications from or on behalf of Panza. You may modify your communication preferences at any time within the Settings section of our website or applications. You may not opt-out of receiving account-related or transactional communications.

If you elected to have an advertiser contact you through Third Party Ads displayed on the Services, your Panza communication preferences will not affect your receipt of those advertiser-provided communications. The Services may present advertisements for or links to third party websites, products, and/or services ("Third Party Ads"). We are not responsible for the availability of these Third Party Ads, or the images, messages, or other materials contained therein. Neither Pandora nor any of its affiliates will be liable for any errors in content or omissions in any Third Party Ads, nor responsible for any losses or damages of any sort incurred as a result of your participation with, use of, or reliance on the Third Party Ads, including any goods, products, or services offered by such Third Party Ads.

As between you and Panza, you acknowledge that Panza retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the Services, the software and application programming interfaces (APIs) comprising the Services, and all content therein. Panza, its logo, as well as certain other Panza trademarks, service marks, graphics, and logos, are the registered trademarks or trademarks of Panza. The Services may also contain third-party trademarks, service marks, graphics, and logos. The Services are owned and/or licensed by Panza and are protected by the laws of the United States and other countries in which the Services are made available. You agree to prevent any unauthorized copying, use, or distribution of the Services. Except as expressly provided herein, Panza does not grant any express or implied right to you under any Panza-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights.

You agree to defend (at our option), hold harmless, and indemnify us from and against all third party claims and all liabilities, assessments, losses, costs, or damages resulting from or arising out of (a) your alleged or actual breach of this Agreement, including your express representations and warranties; (b) your use or misuse of the Services; and (c) your alleged or actual infringement or violation of the rights of a third party, including without limitation any intellectual property rights, rights of publicity, and rights of privacy.

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Services. You may cancel your account and terminate this Agreement at any time and for any reason/ We may terminate this Agreement and your access to the Services at any time and for any reason by providing notice to the email address you provided us. Upon any termination of this Agreement, the rights and licenses granted to you hereunder, including your ability to access and use the Services, will immediately terminate, and you shall immediately cease using any and all materials and other similar content in your possession or control that are proprietary to Panza. You agree that we will have no liability to you for any costs, losses, damages, or liabilities arising out of or related to the termination of this Agreement. Any provision of this Agreement that should, by its nature, survive termination of this Agreement will survive its termination.