

CUSTOMER AGREEMENT

Welcome to FreshmartAtHome.com. PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMER CAREFULLY BEFORE USING OUR WEBSITE OR OUR MOBILE APPLICATIONS.

This Customer Agreement (the "Agreement") is an agreement between you and Necco, Inc. and JOPA, Inc. and/or its affiliates ("Freshmart") that states the terms and conditions under which you may use our website (the "Site"), our mobile applications (each an "App") (the Site and Apps are collectively, "Platform") and receive FreshmartAtHome.com service, which includes processing and delivery (or arranging for delivery) of product orders (the "FreshmartAtHome.com Service"). Your use of the FreshmartAtHome.com Service and the Platform constitutes your agreement to the terms and conditions set forth below. If you do not agree with all of the terms and conditions, do not use the Platform or the FreshmartAtHome.com Service.

Freshmart Satisfaction Guarantee

All of our products and services are backed by a 100% customer satisfaction guarantee. If you are dissatisfied for any reason, contact us via e-mail at info@FreshmartAtHome.com or log into your account and send us a message from the "Contact Us" section of the Platform. For grocery, frozen products or perishable products, you have up to 24 hours after delivery. Freshmart may require the return of the product with which you are dissatisfied before we substitute an acceptable item or issue a credit voucher.

1. FreshmartAtHome.com Service - Managing Your Orders

1.1. Ordering through the Platform. Orders must be received before midnight, the posted cutoff time for a given delivery (see Delivery of Products below for details). Available delivery date and time windows and associated delivery fees and promotions will be shown during the ordering process. Delivery timeslots are available on a first-come first-served basis. To view delivery and cutoff times, visit the Delivery Info section of the Platform. Note that modified orders are subject to price changes and a change of a delivery date may not guarantee the availability of your desired items.

You may cancel orders via the "Your Account" section of the Platform or by contacting our Customer Service Department at info@FreshmartAtHome.com. Please see the "Contact Us" section of the Platform for Customer Service hours.

1.2. Price, Availability and Substitutions.

Freshmart strives to provide you with great prices compared to the competition, and certain items may be priced differently depending on your last delivery. We receive fresh products every day to assure you the highest quality. Due the perishable nature of our products, certain products may be unavailable due to market conditions beyond our control or quality that is below our standards. If we have an item that's very similar to the item you ordered, we are asking you to provide you substitution preference in order to guide us through the substitution process. If you're not happy with the substitution, please email us at info@FreshmartAtHome.com. If we are unable to fulfill your entire order with the items you order or appropriate substitutions, we will use reasonable efforts to contact you prior to delivery (which may include notice in your confirmation email or a phone call). Once you complete checkout, your price, or price per pound/ounce (when applicable), is guaranteed unless you placed an order for an item where we have inadvertently listed an incorrect price. In those circumstances, we reserve the right to cancel undelivered orders for such incorrectly priced products; we will contact you immediately in such circumstances, and, of course, your payment method will not be charged.

Please note: we reserve the right to limit your order or the quantity of a particular product that you may order.

1.3. **Delivery Fee.** A delivery fee may be added to your order. Any such fee is not a gratuity for the delivery personnel who delivers or is otherwise involved with the delivery of your order and will not be given to any such delivery personnel as a gratuity.

1.4. **Tip.** If you wish to tip, you may do so at the moment of your delivery.

1.5. Variable Weight Orders. Because many perishable items are individually prepared for you, the per-item price you see in your shopping cart for variable weight items is based on an estimated weight. The final price of these variable weight items will be based on the same price per pound/ounce indicated at time of checkout, but the final price charged is determined once we have prepared and weighed your order, and that final price will appear on the invoice issued to you on the day of your delivery.

1.6. Minimum Purchase. Your order is be subject to minimum purchase order sub-total, not including taxes, delivery fees, and surcharges of \$50.00.

1.7. Cancellations. Cancellation of orders after the required cutoff time will result in a restocking fee equal to the sum of (a) 100% of the total dollar amount of your perishable items (since many of our perishable items are individually prepared) plus (b) 25% of the total dollar amount of your nonperishable items plus (c) the cost of restocking and delivery.

2. FreshmartAtHome.com Service - Payment

2.1. Credit/Debit Card Payment. To place an order, you must have a credit card or debit card ("Card") on file with Freshmart. Freshmart will execute a \$1.00 authorization or temporary charge on your Card to verify the validity of your account and that the information you provided to Freshmart is correct. This authorization does not cost you anything and under most circumstances will expire in a few days (debit card authorizations typically expire in 1 to 2 days depending on your bank's rules). If you experienced trouble enrolling with FreshmartAtHome.com, you may see multiple \$1.00 authorizations. These multiple charges (up to \$5.00) will expire in a few days. You may edit or update your Card information in the "Your Account" section on the Platform.

2.2. Card Authorization and Estimated Costs. Your Card will be charged for your order on the day your order is delivered. Freshmart will not process an order that attempts to use an incorrect, expired, or over-the-credit limit Card. We will make reasonable efforts to contact you if this occurs. However, in the event such an order is processed, Freshmart reserves the right to collect funds for any uncollected transaction charges or fees owed to it. Freshmart may charge a fee of \$2.00 per order should a payment made via Card be declined resulting in the need for alternate payment or exception processing. If you fail to pay any fees or charges when due, including but not limited to returned checks, rejected electronic payments, redelivery fees or restocking fees, Freshmart may charge such amount directly to the Card identified in your Customer Account and Freshmart may suspend or terminate your access to the FreshmartAtHome.com Service. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Freshmart may incur in its efforts to collect any unpaid balances from you. Your right to use the FreshmartAtHome.com Service is subject to limits established by Freshmart and/or by your Card issuer.

2.3. Freshmart has no capability to accept electronic benefits, including Supplemental Nutrition Assistance Programs ("WIC"), through the Platform. Freshmart does not accept paper checks or third party or manufacturer's coupons (electronic or paper) through the Platform; however, certain discounts may be available on the Platform from time to time.

3. FreshmartAtHome.com Service - Delivery

3.1. Delivery of Products. Freshmart uses the services of delivery offered by DameUnBite. The idea is that your order is in transit the least amount of time. To maintain the integrity of products after delivery, we recommend that you immediately refrigerate or freeze perishable items. Frozen items must immediately be placed in a freezer. In an effort to meet the committed delivery times for all of our customers, our delivery personnel cannot wait for an inspection of the items delivered.

3.2. Delivery Requirements. To receive delivery, you must live in a residential apartment or home, never a PO Box and you or an authorized representative must be present to receive your order from our delivery personnel during your selected delivery window. The authorized representative can accept your goods when you are not present at the time you had selected for delivery and shall accept the goods under all of the same terms and conditions that would apply had you accepted the delivery yourself. Anyone at the delivery address who receives the delivery is conclusively presumed to be authorized to receive the delivery. If you, your doorman, and your authorized representative are not present during your

selected delivery window, we will use commercially reasonable efforts to contact you and reschedule delivery (a \$20.00 redelivery fee may apply) for the same day. In such case, if we are unable to redeliver the order to you for any reason, the order will be canceled and you will be charged a cancellation fee as described above.

3.3. **Limits and Adjustments to Delivery.** FreshmartAtHome.com delivers case sizes of a variety of different goods, including but not limited to laundry detergents and beverages. Given the heavy weight of some of these products, and our concern for the health and safety of our personnel, we have purchase limits on a variety of these items on our Platform. Additionally, in the interest of the health and safety of our personnel, in non-elevator buildings, the highest floor we can deliver to is the 5th floor and with orders containing 3 bags or more of beverages or other heavy items, we cannot deliver above the 4th floor. In the event of a non-functioning elevator, the preceding delivery restrictions apply. Our technology cannot and does not enforce these limits. We ask you to abide by these service limitations, as we reserve the right to limit a delivery when an order exceeds these limitations.

3.4. **Invoices.** You will receive an email invoice the day of your delivery. All of your order invoices are available in the "My Account" section of our Platform. If something is missing from your order, please contact our Customer Service department via our Customer Inquiry e-mail form or by phone at 787-625-7800.

3.5. **Inclement Weather and Unforeseen Delivery Complications.** In the case of inclement weather or unforeseen delivery complications, it may be necessary to make adjustments to our delivery schedule which will cause us to suspend chosen delivery dates and times. If there will be a significant delay in delivering your order, a customer service representative may call or e-mail you to let you know the status of your delivery time. We will attempt to deliver your order as quickly as possible when the conditions permit. We will never deliver an order past 10:00 PM without your consent. If your designated delivery location (e.g. street closure) or day is inaccessible, rendering us unable to make the delivery, we will contact you to determine the best alternate location and/or date to make the delivery.

3.6. **Tips.** Freshmart delivery personnel are allowed to accept tips. Customers are under no obligation to tip delivery personnel but have the option of doing so if exceptional service is provided by the delivery personnel.

4. Purchase of Alcoholic Beverages

4.1. You may not legally order any alcoholic beverages unless you are at least twenty-one (21) years of age. Furthermore, you may not purchase alcoholic beverages for anyone who is under the age of twenty-one (21). The person receiving delivery must present identification and proof of age at the time of delivery, and is required to sign an acknowledgment to release the order to receive alcoholic beverages. Freshmart reserves the right to refuse service, terminate accounts, remove alcoholic beverages, or cancel orders in its sole discretion. Alcoholic beverages may be removed from your cart during the checkout process if your service area is not eligible for delivery of alcoholic beverages. Freshmart reserves the right not to deliver alcoholic beverages to certain locations.

4.2. **Third-Party Information Providers and Merchants.** The FreshmartAtHome.com Service may permit you to order and receive products, information, and services from businesses that are not owned or operated by Freshmart. In such instances, Freshmart acts only as the link between you and such businesses.

5. Access to the FreshmartAtHome.com Service

5.1. **Access and Passwords.** Access to the Platform is accomplished by creating an account through the use of a user name (email) and a password that you choose upon registration. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your user name password and all use or charges incurred from use of the FreshmartAtHome.com Service with your password. You agree to notify Freshmart promptly of any unauthorized use of your password and you will remain liable for any use of the Platform or FreshmartAtHome.com Service until you notify Freshmart.

5.2. **Your Account.** You are responsible for, and agree to pay promptly, all charges to your account, including applicable taxes and purchases by you or anyone you allow to use your account to access the FreshmartAtHome.com Service. You agree that it will be presumed for all legal purposes that you accessed the Platform, accessed your account and performed

the purchase, unless you prove otherwise with documents. You agree and accept responsibility for keeping all your account information current, including address, payment information, telephone number, e-mail address, and authorized representative for your order. You can update your information in the "My Account" area on our Platform or contact our Customer Service department. Please do not send Card or other payment information via email. You agree that you will not provide fraudulent information and that you are solely responsible for any information you provide to Freshmart, and accept responsibility for all activities that occur under your account or password. You will comply with all laws applicable to your activities on the Platform and with this Agreement.

5.3. Corrections. If you would like to update or correct information previously provided to us, please send an e-mail with your new information to info@FreshmartAtHome.com, or you can update your account information yourself by going to "My Account" on the Platform. Please do not send credit card or other payment information via email.

5.4. Privacy Policy. Please review our Privacy Policy, which also governs your visit to the Platform and use of the FreshmartAtHome.com Service, to understand our practices.

6. Warranty Disclaimer; Limitation of Liability; Indemnification

6.1. YOU EXPRESSLY AGREE THAT USE OF THE FRESHMARTATHOME.COM SERVICE, THE PLATFORM, AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. THE FRESHMARTATHOME.COM SERVICE, THE PLATFORM, AND ITS CONTENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FRESHMART DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FRESHMARTATHOME.COM SERVICE, THE PLATFORM, OR ITS CONTENTS OR WITH RESPECT TO ANY INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE FRESHMARTATHOME.COM SERVICE; FRESHMART DOES NOT ADOPT ANY REPRESENTATION OR WARRANTY OF ANY MANUFACTURER OR MERCHANT OF ANY SUCH INFORMATION, SERVICE, OR PRODUCTS. FRESHMART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE AVAILABILITY, RELIABILITY, CORRECTNESS, ACCURACY, CONTENT, OR OTHERWISE OF ANY INFORMATION, SERVICES, OR PRODUCTS OBTAINED THROUGH THE PLATFORM OR THE FRESHMARTATHOME.COM SERVICES. FRESHMART DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

6.2. NEITHER FRESHMART NOR ANY OF ITS DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, JOINT VENTURE PARTIES, INDEPENDENT CONTRACTORS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "FRESHMART PARTIES") SHALL BE LIABLE, IN CONTRACT OR IN TORT, FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, THE FRESHMARTATHOME.COM SERVICE, OR THE INTERNET. FRESHMART'S LIABILITY SHALL BE LIMITED TO PROVIDING YOU WITH A REFUND FOR ANY PRODUCT THAT IS RETURNED. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE FRESHMARTATHOME.COM SERVICE AND TO TERMINATE THIS AGREEMENT. FRESHMART RESERVES THE RIGHT TO LIMIT YOUR ORDER OR THE QUANTITY OF A SPECIFIC PRODUCT YOU MAY ORDER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SPECIAL DAMAGES OR OF IMPLIED WARRANTIES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6.3. The material in the Platform is provided for lawful purposes only. Freshmart operates this Platform for use in specific jurisdictions where it provides its Services, and makes no representation that these materials are appropriate or available for use in other locations. If you use the Platform from other locations, you are responsible for compliance with applicable local laws. Price and availability information is subject to change without notice and may vary geographically.

6.4. You agree to defend, indemnify, and hold Freshmart Parties harmless from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, settlements and expenses, including attorney's fees, accounting fees, and costs, arising in connection with, resulting from, or alleged to result from, your use of the Platform or Contents, or violation of this Agreement by you or through use of your account.

7. Arbitration.

7.1. Please read this carefully. It affects your rights. YOU AND FRESHMART AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE PLATFORM, OR THE FRESHMARTATHOME.COM SERVICE THAT YOU FILE AGAINST FRESHMART SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION OR SMALL CLAIMS COURT. FRESHMART DOES NOT HAVE TO ARBITRATE CLAIMS AGAINST YOU. FRESHMART MAY WAIVE ITS RIGHT TO MOVE TO ARBITRATE A CLAIM YOU FILE AGAINST FRESHMART. FRESHMART MAY MOVE FOR ARBITRATION AT ANY STAGE OF A LEGAL PROCEEDING YOU FILE AGAINST FRESHMART, EVEN BEFORE TRIAL. YOU AGREE THAT FRESHMART DOES NOT WAIVE ITS RIGHT TO ENFORCE ARBITRATION AGAINST YOU BECAUSE FRESHMART APPEARS IN COURT TO DEFEND ITSELF FROM A CASE YOU FILE AGAINST IT. This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227, or any other statute, regulation, or legal or equitable theory. You and Freshmart hereby agree that the Federal Arbitration Act ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association ("AAA"), pursuant to Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes) then in effect (the "AAA's Rules"). However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. FRESHMART DOES NOT WAIVE ITS RIGHT TO A TRIAL BY JURY AGAINST YOU.

7.2. THIS AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. FURTHER, AND UNLESS YOU AND FRESHMART AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

7.3. You are responsible for all costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. Freshmart, however, will pay for its legal counsel. If Freshmart prevails, you agree to reimburse Freshmart for all legal fees Freshmart incurs to defend itself in arbitration. You agree to pay the arbitration administrative or filing fees, including the arbitrator and/or other AAA case management fees ("Administrative Fees"), Unless you and Freshmart agree otherwise in writing, the arbitration will take place in San Juan, Puerto Rico.

7.4. Notwithstanding the foregoing, either party may bring an individual action in a small claims court for disputes or claims within the scope of such court's jurisdiction.

8. General Terms

8.1. Termination. This Agreement is effective upon your acceptance as set forth herein and shall continue in full force and effect until terminated. Freshmart may suspend or terminate this Agreement or the FreshmartAtHome.com Service or remove or disable access to any portion of the Freshmart Service at any time for any reason with or without notice to you. You may terminate this Agreement and your FreshmartAtHome.com Service at any time for any reason by delivering notice in the manner provided below, which termination will be effective the day notice is received or such later date specified in the notice. Freshmart reserves the right to collect fees and charges incurred before you cancel your FreshmartAtHome.com Service. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

8.2. Notices. Freshmart may give notice to you of any change or any other communication related to this Agreement through a general posting on the Platform, by electronic mail, or by conventional mail to your address contained in the "Your Account" section of the Platform. You may give notice to Freshmart by e-mail (as specified in the "Help" section of the Platform), or by conventional mail to:

Necco, Inc.
PO Box 7830
Carolina, PR 00986
Attention: CUSTOMER SERVICE

8.3. Entire Agreement. This Customer Agreement, the Platform Terms of Use, and the Privacy Policy referred to herein represent your entire agreement with Freshmart regarding the use of the Service and the Platform. You agree that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than you, Freshmart, and Freshmart Parties. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico without regard to its conflict of laws rules. You expressly agree that exclusive jurisdiction for any claim or dispute Freshmart files against you resides in the courts of the Commonwealth of Puerto Rico, including federal courts and you further expressly consent and agree to personal jurisdiction by the courts sitting in the Commonwealth of Puerto Rico in connection with any such dispute, including any claim involving Freshmart Parties. Any cause of action by you against Freshmart or the Freshmart Parties must be instituted within one year after the claim or cause of action has arisen, or it shall be barred. This section does not affect, change or alter the arbitration clauses at sections 7.1 to 7.4.

8.4. Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of Freshmart Parties, and each shall have the right to assert and enforce the provisions directly on their own behalf. This Agreement and all obligations and restrictions placed upon you or your permitted users by this Agreement shall survive termination of this Agreement and your FreshmartAtHome.com Service.

8.5. Amendment. Freshmart may amend this Agreement at any time by posting the amended terms on our Platform. All amended terms shall automatically be effective for orders placed after posting and seven days after they are initially posted on our Platform for orders already placed. By using this Platform after the effective date of any such amendment, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Agreement to which you are bound.

ADDITIONAL TERMS FOR FRESHMART CORPORATE SERVICES CUSTOMERS ONLY

This section applies to Freshmart Corporate Services Customers only; if any terms in this section are inconsistent with any terms above, the terms of this section shall apply with respect to Corporate Services Customers. All other terms of the Customer Agreement, above, apply to Corporate Services Customers.

9. FreshmartAtHome.com Service

9.1. Ordering through the Platform. Delivery is available on most non-holiday weekdays; check the Delivery Info page for exact delivery dates. Orders must be received before midnight, the posted cutoff time for a given delivery. Available delivery date and time windows and associated delivery fees and promotions will be shown during the ordering process. You can modify an existing order (including the addition or deletion of items, a change in the time or delivery date, and the cancellation of your order) via the Platform (in the "My Account" section) up until the posted cutoff time for that delivery. You may cancel orders via the "Your Account" section of the Platform or by contacting our Corporate Services Department via our Customer Inquiry e-mail form or at (787) 625-7800 during posted hours. Please see the "Help" section

of the Platform for Customer Service hours. However, modified orders are subject to price changes and a change of a delivery date may not guarantee the availability of your desired items. Cancellation of orders after the required cut-off time will result in a restocking fee equal to the fees described in the main Customer Agreement.

9.2. Delivery Requirements. To receive delivery, your requested delivery destination must be in a building where Freshmart y DameUnBite is permitted to make deliveries and you or an authorized representative must be present to receive your order from our delivery personnel during your selected delivery window. Freshmart reserves the right to limit deliveries to the lobby or main entrance of your building. The authorized representative can accept your goods when you are not present at the time you had selected for delivery and shall accept the goods under all of the same terms and conditions that would apply had you accepted the delivery yourself. Anyone at the delivery address who receives the delivery is conclusively presumed to be authorized to receive the delivery. If you and the authorized representative are not present during your selected delivery window, we will use commercially reasonable efforts to contact you and reschedule delivery for that day. In such case, if we are unable to redeliver the order to you for any reason, the order will be canceled and you will be charged a restocking fee as described above.

10. Access to the FreshmartAtHome.com Service

Access and Passwords. Access to the Freshmart Service is accomplished through the use of a user name (email) and a password that will be issued to you upon registration. If you are a Corporate Services customer, before your registration is complete, FreshmartAtHome.com may require verification of your address for delivery. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the FreshmartAtHome.com Service with your password. You agree to notify Freshmart promptly of any unauthorized use of your password and you will remain liable for any use of the Platform or FreshmartAtHome.com Service until you notify Freshmart of the unauthorized use of your password.

This Agreement was last revised on July 2, 2020.