

## **TERMS OF SALE FOR THE ONLINE SALE OF GOODS AND SERVICES**

**1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH NUTRE, LLC THROUGH GONUTRE.COM, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms of sale (these “**Terms**”) apply to the purchase and sale of products and services through gonutre.com (the “**Site**”). These Terms are subject to change by Nutre, LLC (referred to as “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any additional or different terms proposed by the buyer are hereby rejected in their entirety. Fulfillment of the buyer’s order does not constitute acceptance of any of the buyer’s additional or different terms and conditions and does not serve to modify or amend these Terms. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. The latest version of these Terms will be posted on the Site, and you should review these Terms before purchasing any product or services that are available through the Site. Your continued purchases through the Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes which shall also apply retroactively to all prior purchases.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through the Site.

2. Order Acceptance and Cancellation. All orders must be submitted by you through the Site and your Account, and accepted by us, or we will not be obligated to sell the products or services to you. We will not accept any orders through email correspondence, phone call, or any other medium. We may choose not to accept any orders in our sole discretion for any reason or no reason at all. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. We reserve the right to cancel your order for any reason without prior advanced notice.

3. Account.

(a) We are a subscription-based meals service and therefore, you must become a registered user and create an account (“**Account**”) to order our food products and services. Your Account shall be for personal, non-commercial use. All orders will be placed through the Site via your Account. Therefore, you may be asked to provide certain registration details or other personal information to create your Account. You agree that all the information you provide to create your Account is correct, current, and complete, which you shall maintain and keep up-to-date for as long as you are a customer. You agree that all information you provide to register your Account or otherwise, including, but not limited to, the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

(b) By creating an Account to order our products, you will be provided with a user name, password, and other pieces of information as part of our security procedures, which you must treat as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you, and you agree not to provide any other person with access to your Account, or portions of it, using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your Account, user name, or password, or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. You acknowledge and agree that any orders placed using your Account are your sole responsibility and that you may not be able to cancel such orders, except as provided herein.

4. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after any such price changes displayed on the Site. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total in your shopping cart and in your order confirmation email.

(b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept most major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

(c) Each of our meal plans (a “**Plan**”) is an automatic, recurring subscription-based service which you choose through your Account. We offer a number of different Plan options which you may choose from through your Account. Your credit card will be authorized at the time

of purchase, and processed on the Thursday prior to the delivery date; only for the first week of the Plan. You will be billed at the subsequent weekly order deadline of Wednesday at 11:59 pm, prior to the delivery date. You may not receive any advance notice of this payment but will receive a post-payment email confirmation on Thursday. You can change, pause, or cancel your Plan at any time through your Account or by emailing us at info@gonutre.com before the weekly order deadline of Wednesday at 11:59 pm. Please note, however, that any amounts charged to or paid by you after the order deadline and prior to such cancellation or modification, will not be refunded, and a cancellation or modification may not impact any active order for which you have already been charged. In the case that no changes are made to the Account prior to the weekly deadline, an order will be processed based on the automatically generated meals per your Account. To avoid being charged for orders you no longer wish to receive, you must 'cancel' or 'skip' within your Account prior to the weekly order deadline of Wednesday at 11:59 PM, prior to the expected delivery date.

**(d) AUTOMATIC RENEWAL: YOUR PLAN HAS AN AUTOMATIC PAYMENT FEATURE AND WILL CONTINUE INDEFINITELY UNTIL TERMINATED IN ACCORDANCE WITH THESE TERMS. FOLLOWING YOUR INITIAL PLAN PERIOD, YOUR PLAN WILL AUTOMATICALLY RENEW ON THE FIRST DAY FOLLOWING THE END OF SUCH PERIOD AND CONTINUE FOR SUCCESSIVE RENEWAL PERIODS OF THE SAME LENGTH. YOU AGREE THAT THIS SUBSCRIPTION RATE MAY CHANGE AT ANY TIME. IF YOU DEACTIVATE YOUR PLAN, YOU MAY USE YOUR PLAN UNTIL THE END OF YOUR THEN-CURRENT PLAN TERM. YOU WILL NOT BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE PLAN FEE PAID FOR THE THEN-CURRENT PLAN PERIOD UPON CANCELLATION OR DEACTIVATION OF YOUR PLAN. IF WE DO NOT RECEIVE PAYMENT FROM YOUR PAYMENT PROVIDER, (A) YOU AGREE TO PAY ALL AMOUNTS DUE ON YOUR ACCOUNT UPON DEMAND AND (B) YOU AGREE THAT WE MAY EITHER TERMINATE OR SUSPEND YOUR ACCOUNT AND CONTINUE TO ATTEMPT TO CHARGE YOUR PAYMENT PROVIDER UNTIL PAYMENT IS RECEIVED (UPON RECEIPT OF PAYMENT, YOUR ACCOUNT WILL BE ACTIVATED AND FOR PURPOSES OF AUTOMATIC RENEWAL, YOUR NEW PLAN COMMITMENT PERIOD WILL BEGIN AS OF THE DAY PAYMENT WAS RECEIVED).**

**UPON PURCHASING A PLAN THROUGH YOUR ACCOUNT, YOUR CREDIT CARD WILL BE AUTHORIZED AT THE TIME OF PURCHASE, AND PROCESSED ON THE THURSDAY PRIOR TO THE DELIVERY DATE DISPLAYED IN YOUR ACCOUNT FOR THE FIRST WEEK OF THE PLAN. THEREAFTER, YOU ACKNOWLEDGE AND AGREE THAT YOUR PLAN WILL AUTOMATICALLY RENEW AND THAT WE ARE AUTHORIZED TO SUBMIT PERIODIC AND RECURRING CHARGES EACH SUBSEQUENT THURSDAY TO ACCOUNT FOR SUCH AUTOMATIC RENEWAL, UNTIL TERMINATION OF, OR CHANGES TO, YOUR PLAN. YOU HEREBY ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES PRIOR TO TERMINATION OF YOUR ACCOUNT OR CANCELLATION OF YOUR PLAN.**

**YOU ALSO AGREE THAT WE ARE AUTHORIZED TO SUBMIT SUCH CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE ADVANCE NOTICE OF TERMINATION OF YOUR PLAN OR YOU, WISH TO CHANGE THE PAYMENT METHOD CONTAINED IN YOUR ACCOUNT.**

**SUCH TERMINATION NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE RECEIVED YOUR TERMINATION NOTICE. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, YOU MUST DO SO THROUGH YOUR ACCOUNT. IF YOUR PAYMENT DETAILS CHANGE, YOUR CARD PROVIDER MAY PROVIDE US WITH THE UPDATED PAYMENT DETAILS. WE RESERVE THE RIGHT TO USE THESE UPDATED DETAILS FOR FUTURE CHARGES IN ORDER TO HELP PREVENT ANY INTERRUPTION TO THE DELIVERY OF SERVICE. YOU CAN RE-SUBSCRIBE AT ANY TIME FOLLOWING TERMINATION OF YOUR PLAN, EXCEPT WHEN WE TERMINATE YOUR PLAN OR ACCOUNT FOR VIOLATIONS OF THESE TERMS.**

**YOU MAY NOT RECEIVE ANY ADVANCE NOTICE OF THIS PAYMENT BUT WILL RECEIVE A POST-PAYMENT EMAIL CONFIRMATION ON THURSDAY. IT IS YOUR RESPONSIBILITY TO MAINTAIN UP-TO-DATE AND VALID BILLING AND SHIPPING INFORMATION THROUGH YOUR ACCOUNT. IN THE CASE THAT YOUR RECURRING PAYMENT IS DECLINED, YOU WILL BE CONTACTED BY EMAIL, PHONE, AND/OR TEXT MESSAGE. IF WE CANNOT CONTACT YOU, YOUR ORDER WILL NOT BE SHIPPED. FAILURE TO PAY ON TIME CAN RESULT IN THE PERMANENT CLOSURE OF YOUR ACCOUNT.**

(e) We offer gift cards which are a one-time purchase and are treated as cash through the Site. Gift cards cannot be returned or refunded for any dollar amount once purchased, regardless if the gift card has never been redeemed. The balance of the gift card will roll over automatically if the balance remaining on the card exceeds the total cost of the order. Gift codes and remaining balances never expire.

5. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. We use our own private delivery service and third-party delivery carrier depending on your delivery zip code. You will be provided with tracking information for every package. You must provide us with the proper shipping information in your Account and any special instructions the delivery driver may need. For any shipping error (including damaged packages or delayed deliveries), we will issue you a replacement delivery or replacement products at no additional charge. If replacement items are unavailable we will issue a credit to your Account for the missing items. Please note, we may require pictures as proof of any claimed damage. We are not liable for any delays in shipments.

6. Food Substitution. We take every reasonable measure to have sufficient inventory to fulfill your order, however, the availability of product(s) may change without notice. We are not

responsible for the unavailability of products due to popular demand, whether discontinued or still in production. In the completion of orders, we reserve the right to substitute a similar product. When making substitutions, we take great care to meet the requirements of your particular menu. 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 our food products, including new and improved items, if you have any food allergies or if you are otherwise concerned about any particular ingredients.

7. Nutrition Information. Nutrition Facts Labels on the meal packages reflect the nutrition information for the meals at the time of their preparation. Excluding meal categories for specific dietary preferences does not guarantee that your meal will exclude these food product ingredients from the prepared meals. You should always review the Nutrition Facts Label and ingredients associated with any product you receive from us to avoid potential allergic and adverse reactions. If you have or suspect an allergic reaction is occurring, contact your health care provider as soon as possible. We do not provide management or advice for weight loss and those with specific health conditions which require a specific meal type. Individuals with any type of health condition are urged to seek advice from a physician before ordering meals. Content posted by us such as text, images, infographics, and other material is for informational purposes only.

PLEASE NOTE, OUR FOOD ITEMS MAY CONTAIN OR MAY HAVE BEEN MANUFACTURED IN A FACILITY THAT ALSO PROCESSES WHEAT, EGG, SOY, MILK, TREE NUTS, PEANUTS, FISH, AND SHELLFISH.

We do not guarantee the accuracy of images of the products displayed online; products are subject to change at any time without notice to the client. **OUR MEAL PROGRAMS ARE NOT MEDICALLY SUPERVISED PROGRAMS. IF YOU HAVE ANY MEDICAL CONDITIONS, WE RECOMMEND YOU SEEK PHYSICIAN APPROVAL PRIOR TO STARTING A PROGRAM.**

8. Returns and Store Credit. For any shipping error (including damaged packages or delayed deliveries), we will issue you a replacement delivery or replacement products at no additional charge. If replacement items are unavailable, we will issue a store credit to your Account for the missing items. If you are not satisfied with a meal for any reason, please contact our customer service team at [info@gonutre.com](mailto:info@gonutre.com). You must report your issues within 7 days of the meal being delivered. Depending on the circumstances, we will provide you with a full or partial credit of the purchase price for that delivery or a refund. We may require the return or photo documentation of the meal(s) that you are not satisfied with before we issue a credit or refund. Credits and refunds are only issued at the discretion of customer service and are based on the presented situation. Refunds typically take 5 to 10 business days to appear back in your bank account, however, we cannot guarantee that a refund will be processed within this time frame due to banking procedures and regulations. Every refund issued has a \$20.00 processing fee. In the event of a refund, we urge you to contact your banking institution to obtain a more accurate timeline.

Order cancellations after the 'order deadline' of Wednesday at 11:59 pm are subject to the following:

First Cancellation: 100% CREDIT to your Account to be used on a future order.

Any Subsequent Cancellations: No credits or refunds whatsoever.

9. DISCLAIMER OF WARRANTY.

**YOU ARE SOLELY RESPONSIBLE FOR THE SAFE PREPARATION, WARMING, STORAGE, AND HANDLING OF THE PRODUCTS AFTER DELIVERY. TO THE EXTENT PERMITTED BY LAW, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(a) Limitation of Liability

**OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO US FOR THE PRODUCTS SOLD TO YOU IN THE ORDER GIVING RISE TO A CLAIM HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

10. Indemnification. You agree to indemnify, defend, and hold us, our 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 (a) your violation of these Terms and the Website Terms of Use, (b) the use of the Site, including, but not limited to, any content that you may post, any use of the Site's content, services, and products other than as expressly authorized

in these Terms, (c) your use of any information obtained from the Site, (d) any injuries, death, or disability resulting from the use or misuse of our products.

11. Intellectual Property Use and Ownership. You hereby acknowledge and agree Nutre, LLC is, and will remain, the sole and exclusive owner of all intellectual property rights in and to each product, product packaging, and service we provide or sell on the Site, your Account, and any related specifications, instructions, documentation or other materials, logos, and branding including, but not limited to, all related copyrights, patents, and trademarks, trade secrets, and other intellectual property rights throughout the world. You do not, and will not, have or acquire any ownership of our intellectual property rights in, or to, any of our products, product packaging, or services, or of any intellectual property rights relating to those products or services. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our intellectual property.

12. Privacy. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

13. Force Majeure. Neither party (such “**Impacted Party**”) shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): acts of God; flood, fire, earthquake, pandemic, endemic, war, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials; and other similar events beyond the control of the Impacted Party.

14. Text and SMS Notifications. Upon registering your Account, you will be asked to provide us with a telephone number at which we can reach you. That number is required for shipping & delivery notifications, and so that we can reach you with informational calls related to your transactions. All calls to and from us may be monitored or recorded for quality and training purposes. The provided mobile number will automatically be enrolled in SMS marketing messages - You can opt-out of receiving these SMS messages at any time by texting STOP in response. If you elect to receive text messages about your Account, you consent to receive recurring SMS text messages sent through an automatic telephone dialing system. This service is optional and is not a condition of purchase. You can opt-out of receiving SMS messages at any time by texting STOP in response. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy.

Text notifications will be sent to you with updates prior to and upon the completion of delivery. You may opt-out of notifications at any time, however, notifications are only sent via SMS. Other SMS messaging may also occur. In the event your meals are being delivered by a 3rd

party delivery service, you will receive a tracking number via email. You may be able to opt into tracking notifications via SMS text if the carrier provides it.

15. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

16. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this assignment section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Nutre, LLC.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

19. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us at [info@gonutre.com](mailto:info@gonutre.com).

20. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

21. Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

Last Modified: February 25, 2026