

# Terms of Use and Privacy Policy for MIGHTY

## Terms of Use

These terms (“Terms”) govern your use of various products and services in the country where you live (collectively, our “Services”) developed by For the Love of Good, LDA, a company duly incorporated under the laws of Portugal with registered office in Avenida Tenente Valadim, nº17, 2-F, 2560-275, Torres Vedras, registered at the Commercial Registry Office under nr. 515836630, with a share capital of EUR 1.282,30 (one thousand two hundred and eighty-two euros and thirty cents), hereinafter the Company or MIGHTY. By using our Services (including using our App or creating a user account, for example), you are agreeing to these Terms, including that you are of legal age to enter into binding contracts, so please read them carefully. You are also agreeing that you have the authority to agree to these Terms, whether personally or on behalf of an entity you’ve included in your user account registration.

If you don’t agree to these Terms, you may not use our Services. We may amend these Terms from time to time, and the revised version will be effective when posted on this website or otherwise made available to you. The revised Terms supersede any previous versions. While we will provide you advance notice of any important revisions, we do recommend that you regularly review these Terms because your continued use of our Services after we make any changes to them constitutes your agreement to those changes. These Terms also expressly supersede any prior agreements or arrangements we may have with you. You may, of course, stop using our Services at any time, and we may terminate these Terms or your use of any Services, or generally cease offering or deny access to any portion of the Services, at any time at our sole discretion. This policy does not apply to third-party websites, products, or services, even if they link to our Services or Sites, and you should consider the privacy practices of those third parties carefully.

## What MIGHTY Offers

MIGHTY lets its users purchase healthy food products from our App and later retrieve them from MIGHTY smart fridges. Our Services make the accessibility to healthy options easy and engaging. We are continually evolving our Services, and as of the date above, they include MIGHTY smart fridges and the products MIGHTY smart fridges contain. In these Terms, we often refer to these as a “Product” or all of them collectively as “Products”. Our Services also include our mobile application (the “App”), all other related equipment, personnel, our website (including trymighty.com), and any other information, technology, and services provided or otherwise made available to you at our discretion. Our Services may come with additional terms or product requirements, which we will

make available to you with the relevant Services and they will become part of your agreement with us when you use them. Please note that we are not a common carrier, we offer our services as a convenience to those who are able and qualified to operate them, and alternative means of healthy food providers are available to you and the general public.

## **Your MIGHTY User Account**

### **Account Set Up.**

You need an account to use our Services, which requires a valid debit or credit card or other approved payment method with an expiration date (which is passed to our third-party payment processor – we do not receive or store this information ourselves) as well as other requested information depending on the Product. What you provide us must be true, accurate, complete, and updated as necessary to remain accurate. Create a username and a strong password and don't share either with anyone – your account is personal to you and not intended for anyone else, and you are responsible for all activity that occurs under it. Let us know immediately if you suspect unauthorized use of your account. We have the right to provide your various account details (like billing, account, content or use records, and related information) if required by law (which may include mandatory data sharing with governments), and to protect our rights, customers, or business.

### **A Note on Fraud.**

We take it seriously, both for your protection and ours. You may only use a payment method that you have the legal right to use and you authorize us to charge this payment method for any charges you incur. If we suspect that any information you've provided is inaccurate, incomplete, or fraudulent, we may suspend or terminate your account if and until the issue is resolved. During that time, you will lose access to some or all of our Services, either temporarily or permanently.

## **Using the App and our Services**

You can use the App to search, browse and purchase our available Products. Please understand that for supply and related reasons, we reserve the right to accept or reject your reservation requests, and your receipt of our confirmation does not necessarily equal acceptance or constitute confirmation of our offer to make the Services available in any particular instance. If your purchase via the App is rejected after your request, you'll receive the applicable refund assuming your payment method was charged in the first

place. If pricing in the App turns out to be incorrect for any reason, we reserve the right to cancel or reject a corresponding purchase and will issue you the applicable refund.

## **A Few Essential Rules.**

Unless we give you express permission through an official and valid written document, you must be the only user of our Services for your account, but additional rules in these Terms or otherwise communicated to you may also apply.

You must be at least 18 to use a MIGHTY smart fridge.

While we do our best to bring you healthy food products, please ensure that you have familiarized yourself with these foods.

Don't engage a MIGHTY smart fridge through our Services if not physically near (2m) of the equipment.

Don't tamper with, vandalize or try to gain unauthorized access to our Services and MIGHTY smart fridges.

Don't use this product either under the influence of alcohol and other drugs.

After activating a MIGHTY smart fridge be sure to end your session properly by closing the smart fridge door and validating confirmation on the App.

Something could have happened to the Product since its condition was last checked, and we need you to tell us if something isn't working properly if you notice it before we do. If you notice any of the issues in a Product before your use (for example: door not closed properly), don't use it. Close it and report it to us. If you notice something during use (example: purchase item isn't available, or one item was opened and left inside the MIGHTY fridge), end your session by closing the fridge and report the issue to us. If you don't report these issues, we may have to attribute them to you, including holding you responsible for any associated costs, so please tell us if anything you see doesn't look right.

## **Treat MIGHTY well and we'll have your back!**

### **Proper Use.**

If all customers treat our Products with respect, more of them will be available to use and in better condition. Our Products are perishable and delicate, so please take good care of them when using them. We expect you to use the Products safely.

**Damage.**

We expect that other than normal wear and tear of our hardware. However, we expect you'll end your session (meaning locking up and/or deactivating the MIGHTY fridge) the Product in the same condition in which you activated it.

If you damage it (accidentally or intentionally), or fail to properly use it and damage occurs, you'll be responsible for the associated costs. This can get pricey – up to 600EUR (six hundred euros).

**Theft.**

We expect users to not take food items that they haven't purchased. If you're found responsible for any missing items after using our Product, a penalty rate of 15EUR (fifteen euros) will be charged, plus the cost of inventory that's missing. Please keep in mind that if your session is not properly terminated (getting confirmation from the App), you'll still be liable for any damages to inventory that may occur either directly from you or third-party entities. Every session is recorded and video recordings will be used to manage and control users' sessions. So be smart, protect yourself, and close the MIGHTY fridge properly.

**Recording Obstruction.**

A video camera system is recording each user session. Recording starts immediately prior to the MIGHTY smart fridge door opening and only stops after the user has confirmed proper door closing. Blocking, tampering, or damaging the camera system will render our Services inactive and a penalty fee of 100EUR (one hundred euros) will be charged to the responsible user (user connected to the session when the vandalism was recorded).

**Product Swaps.**

We expect users to take food items they've purchased. If by any chance you wrongfully take an item that was not purchased, please contact us to amend the situation. After assessing the extension of the damages, the user will be charged an administrative fee of 5EUR (five euros), and an account balance charge will be issued.

**Product Tampering.**

We expect users to only touch food items they've purchased. For food security reasons, users can't touch, grab or feel items they haven't purchased as this can damage the Product and render it ineligible for consumption.

If by any chance you've touched other food items without the explicit written consent of MIGHTY, you'll be liable for any damages to inventory. After assessing the extension of the damages, the user will be charged a fixed administrative fee that ranges from 5EUR (five euros) to 15EUR (fifteen euros), and a variable amount depending on the value of the damaged inventory.

**Periods of Use.**

You can use a MIGHTY fridge for up to 1 (one) minute per session. Keep track of your time as we don't do it for you. You need to close your session within that time period, and after that, you can reuse it. A sound alarm will be triggered if the MIGHTY fridge is activated for more than one minute and can only be stopped by closing the MIGHTY fridge door.

**Accidents or Damage to Products Generally.**

You must report any incidents, accidents, thefts, damage, personal injury, or stolen or lost Products to us as soon as possible using the Support Tab on the App.

**Pricing & Payment**

You may use our Services on a per-session basis. All pricing can be found in the MIGHTY App. Please note that we may change the pricing for our Services as we deem necessary or appropriate for our business. Our pricing is inclusive of taxes (like sales and value-added) and other applicable governmental charges. All of these will be charged to your preferred payment method designated in your account based on your use. We will automatically charge and withhold the applicable taxes if required by law. All payments to us are made through a third-party payment processor in the form of payments accepted by them. If you disagree with any charges we have made to your account, you must let us know within 5 business days from the end of the month in which the disputed charge took place. To resolve any disputed charges, we will need certain session information, including the date and approximate start and end times of your session.

As a policy, we do not offer refunds for your use of our Services, and any exceptions to this policy are at our sole discretion.

**Promotional Codes**

At various times we provide promotional codes for discounted food items. Please understand that these are one-time offers, and are only redeemable via the App and we may modify or cancel them at any time. We limit these to 1 (one) per user and account, they can't be combined with other offers, they will expire in accordance with their terms and are not transferable or permitted to be resold.

## **Warranty Disclaimers**

We provide our Services using a commercially reasonable level of skill and care, and while we strive for the highest quality in everything we do, there are certain things we cannot promise of our Services. We provide our services “as is” and “as available.” other than as expressly set out in these terms, the released parties (which we define in the next paragraph) do not make any specific promises about any services, whether about the specific functions of such services, their reliability, quality, availability or ability to meet your specific needs or otherwise, or that they will be uninterrupted or error-free. Some jurisdictions provide for certain warranties, such as the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by law, we and our released parties exclude all warranties, whether express or implied.

## **Limitation of Liability**

When permitted by law, the released parties will not be responsible for lost profits, revenues, data, financial losses, or indirect, special, consequential, exemplary or punitive damages. To the extent permitted by law, the total liability of the released parties for any claims under these terms, including for any implied warranties, is limited to EUR100 (one hundred euros). In all cases, the released parties will not be liable for any loss or damage that is not reasonably foreseeable.

Our products are machines and there is an inherent risk associated with using them, including malfunction, no matter how well they are maintained. These risks are not always obvious, and they may cause property damage, injury or even death to you or others. By using our services, you agree that you understand these risks, that it is your responsibility to use our services safely, and that the entire risk arising out of your use of the services is yours and yours alone. You are responsible for any harm you cause to other people or property.

You hereby waive any and all claims, including those in contract, tort (including negligence), statutory, and/or any other grounds, even if any of the released parties have been advised of the possibility of such claims.

The provisions in this section apply to the maximum extent allowed by law.

When we use the term “Released Parties” in these Terms, we mean (i) us and our affiliates and subsidiaries and our and their respective owners, managers, officers, employees, directors, agents, representatives, successors, assigns, licensees, distributors, vendors

and third parties with whom we authorize or otherwise partner with to distribute, market or otherwise commercialize the Services, (ii) municipalities and public entities (including all of their respective elected and appointed officers, officials, employees, and agents) which authorize us to operate any of the Services, (iii) owners and ground lessees of the property (including all of their respective elected and appointed officers, officials, employees, and agents) which authorize us to operate any of the Services on its premises, and (iv) to the extent you access the Services using a third-party application, website, content, product or service, that third party and all of its affiliates and subsidiaries and each of their respective owners, managers, officers, employees, directors, agents, representatives, successors and assigns.

## **Indemnity**

You agree to indemnify and hold the Released Parties harmless from any and all claims, actions, costs, damages, penalties, fines, demands, losses, liabilities, and expenses (including attorneys' fees and court costs) arising out of or in connection with (i) your use of the Services, (ii) your breach or violation of any of these Terms or any applicable law, (iii) any of the Released Parties' use of your content discussed above, or (iv) your violation of the rights of any third party. The Released Parties reserve the right to assume the exclusive defense of any of the foregoing, and you agree not to settle any of the foregoing without the applicable Released Parties' prior written consent. You agree that the obligations in this section will survive any termination of these Terms, your user account, or your access to our Services generally.

## **Changes to Terms of Use**

We may amend these Terms of Use at any time. If we make changes in the way we offer our Services or allow users to access them, we will notify you by posting an announcement on our Web App or sending you an email. You are bound by any changes to the Terms of Use when you use the Web App after such changes have been first posted.

## **What does our Privacy Policy cover?**

This privacy policy covers our treatment of personally identifiable information ('personal information') gathered when accessing or using our Web App and Products.

We do not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register for the Products. If you are under 18, please do not attempt to register for the Products or send any information about yourself to us, including your name, address, telephone number, and email address. No one under age 18 may provide any personal information to us or on the Products. In the event that we learn that we have collected personal information from a child under age 18 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 18, please contact us at [hello@trymighty.com](mailto:hello@trymighty.com).

## **What information does MIGHTY collect?**

We gather various types of personal information from our users, and we use this personal information to personalize and improve our services, allowing our users to set up a user account and profile, to fulfill your requests for certain products and services, to analyze how users utilize the Web App, and as otherwise set forth in this privacy policy.

We collect the following types of information:

### **-Information you provide to us:**

We receive and store any information you knowingly provide to us. We collect personal information such as your name, username, email address, gender, location, order data, answers to surveys, and activity.

You can choose not to provide us with certain information. We anonymize your personal information so that you cannot be individually identified.

### **-Information collected automatically:**

When using our Web App, we automatically receive and record information on your browser including your IP address, 'cookie' information, and the page you visited. 'Cookies' are identifiers we transfer to your computer or mobile device that allow us to recognize your browser or mobile device and tell us how and when pages in our Web App are visited and by how many people. You may be able to change the preferences on your browser or mobile device to prevent or limit your computer or device's acceptance of cookies.



When we collect usage information (such as the numbers and frequency of visitors to the Web App), we only use this data in aggregate form, and not in a manner that would identify you personally. We never disclose aggregate information to a partner in a manner that would identify you personally.

If you are using our Product, you understand and acknowledge that any information, data or readings from the Product, or collected from your use thereof, will be automatically uploaded to your account. To the extent these automatically-collected readings can be used to personally identify you, these readings are personal information for the purposes of this privacy policy.

**-Delete targeting cookies:**

Your interest profile can be removed by deleting your browser's cookies.

**-Information stored on cookies:**

The cookie information stored on the User's hard drive is: (i) User hits or information on a specific product, service, brand, or item in which the User has shown interest during its visit to a certain website and (ii) time and date stamp of the latest update of the User profile.

If the cookie is deleted by the User, all profile data is removed. For the sake of clarity, no segments relating to information which MIGHTY considers sensitive have been or will be created, such as segments relating to political opinions, religious beliefs, physical or mental health conditions, or sexual life. Further, MIGHTY is very sensitive to the issue of children's privacy and marketing directed to children. No segments are intended to be established for the profiling of children.

**-Email and other communications:**

We may contact you, by email or other means; or communicate with you about your use of the Web App. Also, we may receive a confirmation when you open an email from us. This confirmation helps us improve our services. If you do not want to receive email or other mail from us, please indicate your preference by emailing us at [hello@trymighty.com](mailto:hello@trymighty.com)

## **Surveillance Camera System**

Our MIGHTY fridges use an integrated multi-camera system that records user sessions for your and others' protection. This system was designed to only record when the MIGHTY fridge is activated by a user. Cameras are positioned in such a way they record in high fidelity user's hands and food items touched by the users in session, but won't be able to capture the user's face or the premises landscape.

Recordings will be uploaded using an encrypted protocol to our encrypted servers where they'll be analyzed by our software or staff.

### **Will MIGHTY share any of the personal information it receives?**

We neither rent nor sell your personal information in personally identifiable form to anyone.

We may share your personal information in a personally identifiable form with third parties only as described below. In terms of the diverse services provided by MIGHTY, MIGHTY shall share the information collected from you with only such third parties in relation to whom you provide express consent.

User submissions: Any content or personal information that you voluntarily disclose online in a manner other users can view (on discussion boards, in messages and chat areas, etc.) becomes publicly available, and can be collected and used by others.

Business transfers: We may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that is transferred. Also, if we (or substantially all of our assets) are acquired, or if we go out of business or enter bankruptcy, personal information would be one of the assets transferred to or acquired by a third-party.

Protection of MIGHTY and others: We may release personal information when we believe in good faith that release is necessary to comply with laws; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of MIGHTY, our employees, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

With your consent: Except as set forth above, you will be notified when your personal information may be shared with third parties and will be able to prevent the sharing of this information.

### **Is personal information about me secure?**

Your account is protected by a password for your privacy and security. You need to prevent unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

We endeavor to protect the privacy of your account and other personal information we hold in our records, but we cannot guarantee complete security. Unauthorized entry or

use, hardware or software failure, and other factors may compromise the security of user information at any time.

The Web App may contain links to other sites. We are not responsible for the privacy policies and/or practices on other sites. When following a link to another site you should read that site's privacy policy.

### **Third-Party Payment Processor**

We use a third-party payment processor to process payments made to us. In connection with the processing of such payments, we do not retain any personally identifiable information or any financial information such as credit card numbers. Rather, all such information is provided directly to our third-party processor, Stripe and EasyPay, whose use of your personal information is governed by their privacy policy, which may be viewed at <https://stripe.com/en-pt/privacy> and at <https://www.easypay.pt/politica-de-privacidade/>, and at <https://www.easypay.pt/en/privacy-and-data-protection-policy/>.

### **What personal information can I access?**

Through your account settings, you may access, and, in some cases, edit or delete the following information you've provided to us:

- name and password
- email address
- Phone number
- user profile information

The information you can view and update may change as the Web App changes. Please note that any information that is automatically uploaded to the Web App, or collected otherwise from You by us, cannot be later changed or updated. If you have any questions about viewing or updating information, please contact us at: [hello@trymighty.com](mailto:hello@trymighty.com)

### **What choices do I have?**

We will retain your personal information for a reasonable period or as long as the law requires. If you'd like us to delete/modify Information that you have provided via the Web App or otherwise to us, please contact us at [hello@trymighty.com](mailto:hello@trymighty.com). Please note that some

or all of the Information provided by You to us may be required in order for the Web App to function properly.

You may be able to add, update, or delete information as explained in the section above. When you update information, however, we may maintain a copy of the unrevised information in our records. Please note that some information may remain in our private records after your deletion of such information from your account. We may use any aggregated data derived from or incorporating your personal information after you update or delete it, but not in a manner that would identify you personally.

If you do not wish to receive email or other mail from us, please email us at: [hello@trymighty.com](mailto:hello@trymighty.com). Please note that if you do not want to receive legal notices from us, such as this privacy policy, those legal notices will still govern your use of the Web App and you are responsible for reviewing such legal notices for changes.

### **Changes to this privacy policy**

We may amend this privacy policy at any time. The use of the information we collect now is subject to the privacy policy in effect at the time such information is used. If we make changes in the way we use personal information, we will notify you by posting an announcement on our Web App or sending you an email. You are bound by any changes to the privacy policy when you use the Web App after such changes have been first posted.

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