**Terms and Conditions**

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**Conditions**

By accepting this agreement, by (1) clicking a box indicating acceptance or (2) executing an order form or addendum that references these terms, merchant agrees to the terms of this agreement.

If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms, in which case the term “Merchant” shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

**Agreement between User and Avayla Solutions, LLC**

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This Terms of Service applies to BlazeBite, Deliver2Donate and Avayla Solutions, LLC. For the purposes of this Terms of Service, unless otherwise noted, all references to Avayla Solutions, LLC including www.deliver2donate.org, www.blazebite.com and all related mobile sites and mobile applications (collectively known as the “Sites”). As used in this statement, “BlazeBite,” “Deliver2Donate”, “we,” “us,” and “our” shall mean Avayla Solutions, LLC.

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The usage of the Sites if offered to you conditioned on your acceptance without the modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of the Sites constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

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BlazeBite provides an online and mobile platform that allows users to order menu items directly from their mobile device for their favorite restaurant. Users will have access to multiple menus in cities throughout the United States. BlazeBite is neither a restaurant or food preparation company.

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Restaurants that appear on the Sites are independently owned and operated and have entered agreements with us to provide food and service. BlazeBite is not responsible for the safety, preparation or quality of the food that is prepared by these restaurants.

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**Items and Services**

BlazeBite makes available certain proprietary technology services that facilitate the marketing, sale and fulfilment of orders for food, beverages and other products from Merchant to Customers, including on-demand lead generation, payment processing, marketing, advertising and promotional services, proprietary information services, onboarding, operational and other support services.

If Merchant is eligible to offer the sale and fulfillment of alcoholic beverages through specified Sales Channels in designated U.S. states (“Alcohol Items”), Merchant’s sale of Alcohol Items via BlazeBite shall be subject to the Terms of Use for Alcohol Sales, as well as any Sales Channel Specific Terms.

The definition of Items shall include Alcohol Items as applicable and referenced within the Agreement. If any conflict between these Terms and the Alcohol Terms, the Alcohol Terms shall govern with respect to Alcoholic Items and these Terms shall govern with respect to Items.

**Availability of Items**

Merchant will make Items available for purchase through BlazeBite (“Available Items”) during its normal business hours and ensure the Available Items menu is accurate. Merchant will prepare, handle , store, label and package all Items in accordance with applicable laws and regulations, including without limitation all laws, rules and regulations governing time or temperature controls required for food safety (“Food Safety Standards”) and, if applicable, all applicable laws, rules, and regulations for the handling and labeling of Alcohol Items (“Alcohol Safety Standards”). Merchant will determine any quality, portion, size, ingredient or other criteria that apply to Items (“Criteria”) and Merchant is responsible for ensuring that all Items meet the applicable Criteria. If Merchant fails to prepare or supply Items in accordance with Food or Alcohol Safety Standards or if any Item fails to meet the Criteria (each, a “Substandard Item”), BlazeBite may, in its sole discretion, remove such Item from the BlazeBite site. Items that contain (or may contain) an endangered species may not be made available for purchase through, and will be removed from, the BlazeBite site. In addition, Merchant will ensure that the contents of its menu include each Items Criteria (including any notifications about ingredients, nutritional information, allergen information, alcoholic content (if applicable), etc.) are accurate and comply with all applicable laws and regulations.

**Item Responsibility**

Merchant acknowledges and agrees that BlazeBite takes no title to any Item at any time. Notwithstanding, Merchant shall be responsible for any reimbursement costs related to Customer refunds for Substandard Items or other related issues within Merchant’s control (including any costs associated with retrieving any such Substandard Items or otherwise unsatisfactory Item(s), if applicable)), including by way of example, missing or incomplete Items, Items not cooked thoroughly, and Items not prepared in accordance with Merchant’s internal standards. BlazeBite may, in its sole discretion, deduct reimbursement costs from the payment BlazeBite remits to Merchant. To the extent required by applicable law, and only for the purpose of the expedited provision of Items, Items are sold to Customers under Merchant’s retail and food delivery license privileges

**Devices**

If BlazeBite supplies a tablet or other mobile device (“Device”) to Merchant to use in connection with the availability of Items via the BlazeBite app, Merchant agrees that: (i) Device(s) may only be used for the purpose of accepting orders via the BlazeBite App, and (ii) Device(s) may not be transferred, loaned, sold or otherwise provided in any manner to any third party. Devices(s) will at all times remain the property of BlazeBite, and upon expiration or termination of the Agreement, or the extended absence of all of Merchant’s location(s) from the BlazeBite App for longer than forty-five (45) days, Merchant will return all applicable Device(s) to BlazeBite within ten (10) days. If Merchant receives a wireless data plan for the Device, BlazeBite may require a weekly reimbursement Merchant for the costs associated with the wireless data plan of each applicable Device. Merchant agrees that the loss or theft of a Device, the failure to timely return a Device, or any damage to a Device outside of normal wear and tear, may result in a fee (“Damage Fee”). Merchant agrees that BlazeBite may deduct the reimbursement or Damage Fee from the Item Revenue prior to remittance of such Item Revenue to Merchant.

**Gratuities**

For the sale of Items, unless otherwise selected by Merchant, Merchant agrees to allow Customers to provide gratuities through the Blazebite site. BlazeBite shall remit to Merchant the full value of any gratuities provided by Customers. It is the sole responsibility of the Merchant to comply with all applicable laws (including tax, gratuity, social security and employment laws where applicable) regarding the distribution of any gratuities

**Fees; Calculation**

For each Item sold by Merchant via Blazebite, Merchant will pay BlazeBite as follows: the Retail Price of all Items that Merchant sells via the BlazeBite site (excluding any Sales Tax collected on Merchant’s behalf) multiplied by the applicable fee percentage for the Sales Channel used to sell each such Item (“Fee”). The Fee does not include any applicable taxes or other fees. BlazeBite will remit to Merchant the total Retail Price collected for all Items Merchant sells via the BlazeBite site (including any Sales Tax and other fees collected on its behalf) less: (a) the applicable retained Fee; and (b) any refunds given to Customers (such final remitted amount being “Item Revenue”). All Item Revenue that is duly owed to Merchant will be remitted within fourteen (14) business days of the sale of the Item. Subject to the foregoing, BlazeBite will typically make such payment on a weekly basis.

Unless otherwise agreed to by the parties or modified by requirement of applicable laws or regulations, the Fee shall be calculated as follows:

BlazeBite will charge Merchant a fee percentage of 15% for each Item sold via the BlazeBite site

If required by applicable law or regulation, BlazeBite may adjust the Fee. Such adjustment may apply only to certain Items such as Alcohol Items. All Fees under this Agreement will be paid in U.S. Dollars. Blazebite will deduct the Fee from the payment BlazeBite collects on Merchant’s behalf.  BlazeBite reserves the right to suspend Merchant’s ability to make Items available for purchase by Customers through the BlazeBite site if Merchant’s account is in arrears. If you are paid for an Item, you are responsible for the Fee.

**Retail Prices; Taxes; Other Fees.**

Merchant is responsible for determining and setting the retail price for each Item to be made available for sale via the BlazeBite site (the “Retail Price”). As the Merchant of Record, Merchant is the “retailer” or “seller” of all Items and is solely responsible for the collection and remittance of all applicable Sales Taxes and other fees. The term “Sales Tax” includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, Item taxes and similar transaction taxes. For the sake of clarity, the Retail Price for each Item excludes Sales Tax or any other fees. Merchant is solely responsible for determining all applicable Sales Tax and other fees and identifying and informing Blazebite of the appropriate Sales Tax and other fee amount for BlazeBite to charge Customers on Merchant’s behalf for Items available on the BlazeBite site. Further, Merchant expressly authorizes BlazeBite, at Merchant’s direction, to collect such Sales Taxes and other fees on Merchant’s behalf. Notwithstanding the foregoing, from time to time BlazeBite may request that Merchant review Sales Taxes and other fees provided to BlazeBite and certify that such Sales Taxes and other fees comply with applicable law or regulation. If BlazeBite determines that Sales Taxes and other fees determined by Merchant are not in accordance with (or in violation of) any law or regulation, BlazeBite expressly reserves the right to, upon prior notice to Merchant: (a) adjust Sales Tax and other fees collected on behalf of Merchant, (b) remove affected Items from Merchant’s menu on the BlazeBite site, and/or (c) deactivate Merchant from the BlazeBite site. To the extent that applicable Sales Tax and other fees are not determined by Merchant, Merchant expressly authorizes BlazeBite to make such determination on its behalf and Merchant hereby acknowledges and agrees that BlazeBite will have no liability for the accuracy of any such determination. Certain legislation applying to state administered sales taxes, commonly known as “marketplace facilitator” laws (“Marketplace Facilitator Laws”) may require BlazeBite to collect and remit Sales Taxes directly to the taxing authority. In jurisdictions with Marketplace Facilitator laws in effect (each a “Marketplace Facilitator Jurisdiction” beginning the effective date of such legislation), Blazebite may determine, as of a date specified by BlazeBite (“Switchover Date(s)”), the amount of applicable Sales Tax which BlazeBite will collect and remit to the taxing authority based on Item descriptions provided by Merchant. For the avoidance of doubt, for each Marketplace Facilitator Jurisdiction: (i) BlazeBite will continue to collect Sales Taxes on behalf of, and remit Sales Taxes to, Merchant until the applicable Switchover Date and (ii) beginning on the applicable Switchover Date, any covered Sales Taxes will be collected by BlazeBite and remitted to the applicable tax authority on BlazeBite’s own account, and not on behalf of Merchant.

**Appointment of Limited Payment Collection Agent.**

Merchant is solely responsible for providing BlazeBite with, and maintaining, accurate bank account information. Merchant hereby appoints BlazeBite, as the case may be, as Merchant’s limited payment collection agent solely for the purpose of: (i) accepting payment of the Retail Price of Items sold by Merchant via the BlazeBite site plus any applicable Sales Tax and other fees collected on Merchant’s behalf, via the payment processing functionality facilitated by BlazeBite, and (ii) remitting the Retail Price plus Sales Tax and any other fees collected on Merchant’s behalf less the retained Fee and, if applicable, any refunds given to Customers on behalf of Merchant (“Item Revenue”). Further, Merchant agrees that payment collected on its behalf by BlazeBite will be considered the same as payment made directly to Merchant. Merchant agrees that if Merchant does not receive payment from BlazeBite, Merchant’s only recourse will be against BlazeBite. BlazeBite may, from time to time, request information from Merchant to confirm Merchant’s identity as may be necessary under any applicable compliance obligations before remitting any amounts to Merchant and may refuse to process amounts owed to Merchant if there exists a legal or regulatory risk or potential breach of law or regulation associated with such remittance to Merchant. Merchant agrees that BlazeBite may describe or otherwise reflect the terms of this Section, and any related portions of the applicable Addendum or this MFA, in any terms of use, receipts, disclosures, or notices that may be deemed necessary or prudent. If reasonable, BlazeBite may adjust the remittance of Item Revenue collected on Merchant’s behalf for reasons including failure to fulfill an Item as ordered or making a correction on an Item. Merchant may identify any disagreements in connection with such adjustments through the BlazeBite site. BlazeBite reserve the right to collect any amounts in connection with such adjustments via a deduction from the remittance of Item Revenue collected on Merchant’s behalf, by debiting the payment method or Merchant’s bank account on record, or otherwise seeking reimbursement from Merchant by any lawful collection methods available. Merchant authorizes BlazeBite and its affiliates to use any or all of the above methods to seek such adjustments and reimbursements. In more serious situations, such as fraud (including any charges for Items that Customers did not place) or Customer complaints, BlazeBite reserve the right to cancel a payment entirely. By agreeing to these terms, Merchant gives BlazeBite express consent to adjust payments collected on Merchant’s behalf as set forth in this Section.

**Reporting**

BlazeBite may provide Merchant aggregate information regarding the number of Items sold by Merchant to Customers pursuant to an Agreement. BlazeBite will also provide reasonable information regarding any refunds given to Customers, including the date of the transaction, the Item ordered, the reason for the refund and any other information BlazeBite is permitted to provide under applicable privacy laws and terms with Customers. To the extent applicable, Merchant agrees that BlazeBite may share Merchant’s transactional data regarding ordered meals, including sales data, with Merchant’s parent company or Franchisor.

**Privacy**

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Your use of the Sites is subject to BlazeBite’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

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**Electronic Communications**

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Visiting the Sites or sending emails to BlazeBite constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Sites, satisfy any legal requirement that such communications be in writing.

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**Your Account**

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If you use the Sites, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your accounts to any other person or entity. You acknowledge that BlazeBite is not responsible for third party access to your account that results from theft or misappropriation of your account. BlazeBite and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

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**Children Under Thirteen**

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BlazeBite does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Sites only with the permission of a parent or guardian.

**Links to Third Party Sites/Third Party Services**

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The Sites may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of BlazeBite and BlazeBite is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. BlazeBite is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BlazeBite of the site or any association with its operators.

Certain services made available via the Sites are delivered by third party sites and organizations. By using any product, service or functionality originating from the Sites, you hereby acknowledge and consent that BlazeBite may share such information and data with any third party with whom BlazeBite has a contractual relationship to provide the requested product, service or functionality on behalf of BlazeBite users and customers.

**No Unlawful or Prohibited Use/Intellectual Property**

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You are granted a non-exclusive, nontransferable, revocable license to access and use the Sites strictly in accordance with these terms of use. As a condition of your use of the Sites, you warrant to BlazeBite that you will not use the Sites for anything that is unlawful or prohibited by these Terms You may not use the Site in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party’s use and enjoyment of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Sites, is the property of BlazeBite or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Sites. BlazeBite content is not for resale. Your use of the Sites does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of BlazeBite and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of BlazeBite or our licensors except as expressly authorized by these Terms.

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**Use of Communication Services**

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The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

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By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another use of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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BlazeBite has no obligation to monitor the Communication Services. However, BlazeBite reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. BlazeBite reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

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BlazeBite reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in BlazeBite’s sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. BlazeBite does not control or endorse the content, messages or information found in any Communication Service and, therefore, BlazeBite specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized BlazeBite spokespersons, and their views do not necessarily reflect those of BlazeBite.

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Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

**Materials Provided to the Sites or Posted on any BlazeBite Web Page or Mobile Application**

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BlazeBite does not claim ownership of the materials you provide to the Sites (including feedback and suggestions) or post, upload, input or submit to any BlazeBite Site or our associated services (collectively “Submissions”). However, by posting, uploading, inputting, providing or submitting your Submission you are granting BlazeBite, our affiliated companies and necessary sublicensees permission to user your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

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No compensation will be paid with respect to the use of your Submission, as provided herein, BlazeBite is under no obligation to pose or use any Submission you may provide and may remove any Submission at any time in BlazeBite’s sole discretion.

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By posting, uploading, inputting, providing or submitting your Submission your warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission.

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**Third Party Accounts**

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You will be able to connect your BlazeBite account to third party accounts. By connecting your BlazeBite account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

**International Users**

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The Service is controlled, operated and administered by BlazeBite from our offices within the USA> If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the BlazeBite Content accessed through the Sites in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

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**Indemnification**

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You agree to indemnify, defend and hold harmless BlazeBite, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. BlazeBite reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BlazeBite in asserting any available defenses.

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**Arbitration**

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In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator’s award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Term and Conditions, the prevailing party shall be entitled to recover is costs and reasonable attorney’s fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

**Class Action Waiver**

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Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each’s individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and BlazeBite agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

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The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. BlazeBite and/or its suppliers may make improvements and/or changes in the Sites at any time.

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BlazeBite and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Sites for any purpose. To the maximum extent permitted by the applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. BlazeBite and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

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To the maximum extent permitted by applicable law, in no event shall BlazeBite and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Sites, with the delay or inability to use the Sites or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the Sites, whether based on contract, tort, negligence, strict liability or otherwise, even if BlazeBite or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitations of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Sites, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Sites.

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**Termination/Access Restriction**

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BlazeBite reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the agreement is governed by the laws of the State of Ohio and you hereby consent to the exclusive jurisdiction and venue of the courts in Ohio in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and BlazeBite as a result of this agreement or use of the Sites. BlazeBite’s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BlazeBite’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by BlazeBite with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but no limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

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Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BlazeBite with respect to the Sites and it supersedes all prior contemporaneous communications and proposals, whether electronic, oral or written, between the user and BlazeBite with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Change to Terms**

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BlazeBite reserves the right, in its sole discretion, to change the Terms under which the Sites is offered. The most current version of the Terms will supersede all previous versions. BlazeBite encourages you to periodically review the Terms to stay informed of our updates.

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**Contact Us**

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BlazeBite welcomes your questions or comments regarding the Terms:

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Email Address: info@blazebite.com

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Effective as of January 1, 2020