

Terms of Service

Last Updated: [Date]

Welcome to Kamelle Grocery (the “Company,” “we,” “us,” or “our”), a grocery service owned by Broadstone. These Terms of Service (“Terms”) govern your access to and use of our website, mobile apps, and services (collectively, the “Service”). By accessing or using the Service, you agree to these Terms. If you do not agree, you may not use or access the Service.

1. Definitions

- **User / You / Your:** any individual or entity accessing or using the Service.
- **Account:** your registered user account on the Service.
- **Order:** a purchase transaction made via the Service.
- **Products:** goods sold via the Service (groceries, food items, etc.).
- **Third-party:** any party other than you or the Company.

2. Eligibility & Account Registration

1. You must be at least 13 years old (or the age of majority in your jurisdiction) to use the Service.
2. To make purchases, you must register an Account, providing accurate, current, and complete information.
3. You are responsible for maintaining the confidentiality of your account login credentials and for all activity under your account.

4. You agree to notify us immediately of any unauthorized use or suspected breach of security involving your account.

3. Orders, Payment & Pricing

1. All Orders placed through the Service are subject to availability and confirmation.
2. We reserve the right to refuse or cancel any Order for any reason (e.g. stock unavailability, errors in pricing, suspected fraud).
3. Prices, discounts, and promotions may change at our discretion and without notice.
4. You agree to pay all charges (including taxes, shipping or delivery fees) at the time of order using the payment methods we accept.
5. If a payment fails or is reversed, we may suspend or cancel further Orders and/or your Account.

4. Delivery, Returns & Refunds

1. We will deliver Products to the address you specify (subject to service area).
2. Delivery times are estimated and not guaranteed.
3. If Products are damaged, defective, or incorrect on delivery, you must notify us promptly (within a timeframe we specify) to request replacement or refund.
4. Returns and refunds are subject to our **Return & Refund Policy**, which is incorporated by reference into these Terms.

5. Use of the Service; Prohibited Conduct

You agree not to use the Service for any unlawful or prohibited activity. Without limiting the foregoing, you agree not to:

- Violate any applicable law, regulation, or third-party rights.
- Interfere with or disrupt the Service (or servers / networks connected to the Service).
- Attempt to gain unauthorized access to portions of the Service that you are not permitted to access.
- Use the Service to transmit viruses or malicious code.
- Create accounts by automated means (bots) or circumvent any access restriction.
- Use the Service for resale or commercial use (unless explicitly authorized in writing).

We reserve the right to suspend, disable, or delete your Account and refuse future use of the Service if you violate these rules.

6. Intellectual Property

1. All content on the Service (text, graphics, logos, images, software) is owned by or licensed to the Company, and is protected by copyright, trademark, and other laws.
2. You may use content only for your personal, noncommercial use. You may not copy, reproduce, republish, upload, post, transmit, or disseminate any content without our prior written consent.

7. Disclaimers & Limitations of Liability

1. THE SERVICE AND PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
2. We do not guarantee that the Service will be uninterrupted, secure, or error-free.
3. To the maximum extent permitted by law, in no event will the Company (or Broadstone) be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, data, or goodwill, even if advised of the possibility of such damages.
4. Our total liability arising out of or relating to these Terms or your use of the Service will not exceed the amount you have paid us in the past 12 months (if any).

8. Indemnification

You agree to defend, indemnify, and hold harmless the Company (and Broadstone) and their officers, directors, employees, agents, successors and assigns from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or in any way connected with (a) your breach of these Terms, (b) your use or misuse of the Service, or (c) your violation of any third-party rights.

9. Governing Law & Dispute Resolution

1. These Terms are governed by and construed under the laws of the state in which the Company is headquartered (without regard to conflict of law rules).
2. You agree that any dispute arising out of or relating to these Terms or your use of the Service will be resolved by binding arbitration (rather

than courts), unless prohibited by law.

3. In the event arbitration is unavailable, you and we each consent to exclusive jurisdiction of state or federal courts located in [State / County].

10. Changes to Terms

We may modify or update these Terms at any time. If we do, we will post the revised Terms on the Service with a new “Last Updated” date. Your continued use of the Service after changes constitutes your acceptance of the modified Terms. If you do not agree, you should stop using the Service.

11. Miscellaneous

1. These Terms (along with other policies posted on our Service, such as our Privacy Policy and Return & Refund Policy) constitute the entire agreement between you and us regarding the Service.
2. If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in full effect.
3. Our failure to enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
4. We may assign or transfer our rights and obligations under these Terms (e.g. in connection with a merger or acquisition) without notice to you; you may not assign your rights without our prior written consent.

12. Contact Us

If you have questions or concerns about these Terms, please contact us at:

Kamelle Grocery (owned by Broadstone)

Charlottesville

store@kamelle.pro

555-555-5555