

# HUNGRY MARKETPLACE, INC.

## CHEF TERMS OF SERVICE

**Last Updated: August 26, 2016**

### INTRODUCTION

The terms and conditions stated in this Chef Terms of Service (the “**Agreement**”) govern your participation as a chef in the marketplace (“**Marketplace**”) developed and maintained by Hungry Marketplace, Inc. (“**Hungry**”), as made available through the Hungry web site (www.TryHungry.com) or any mobile or other application, any and all of which shall be referred to herein as the “**Hungry App**”). Hungry is willing to provide you with access to the Marketplace and the Hungry App only on the condition that you accept and agree to all of the terms and conditions stated in this Agreement as well as the **Hungry App Terms of Use** and the Hungry **Privacy Policy**, each of which are incorporated into this Agreement by this reference. This Agreement will take effect at the time you click “I ACCEPT”, download the Hungry App, or begin using the Hungry App, whichever is earliest.

All references herein to Hungry or “we” mean Hungry Marketplace, Inc., including its successors and assigns, which operates the Hungry App and the Marketplace. All references herein to “Chef” or “you” refer to any person participating in the Marketplace as a Chef. The right to participate in the Marketplace is personal to you and is not transferable to any other person or entity without the express written permission of Hungry.

**THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.**

### THE HUNGRY MARKETPLACE

The Hungry Marketplace enables Chefs to provide their services and meals (“**Meals**”) for sale to Users through the Marketplace and to arrange for the delivery of Meals to Users through delivery mechanisms provided by Hungry. The Hungry App includes certain features and functionalities to facilitate Chefs’ sales of Meals on the Hungry Marketplace, which features may include, without limitation, Meal listings, search functions, Chef biographies, User reviews, order-taking functions, payment processing mechanisms, delivery system interfaces, and other features, at the sole discretion of Hungry.

### CHEF APPLICATION; ACCOUNT SETUP

To become a Chef in the Marketplace, you must be at least age 18 (or the age of majority in your

jurisdiction) and complete the following requirements, which collectively constitute the “**Application**”:

- Complete an application form on the Hungry App and provide all requested information, including but not limited to a valid address, legal name, and contact information.
- You must demonstrate to Hungry’s satisfaction that you are a professional chef and have either (a) a minimum of three (3) years cooking experience in a licensed kitchen, or (b) at least an Associate degree from a culinary school accredited by the American Culinary Federation (ACF).
- You must demonstrate to Hungry’s satisfaction that you understand how to properly handle food, including by showing proof of either (a) a valid food manager license or caterer’s license (or the equivalent license in your jurisdiction), or (b) certification from an approved food manager examination service, which include: ServSafe, Prometric, the National Registry of Food Professionals, and the Association of Nutrition and Foodservice Professionals.
- You must agree to comply with the **Chef Code of Conduct**, which is incorporated into and made part of this Agreement by this reference.
- You must achieve a score of 100% on the Hungry Excellence Exam, which includes questions to assess your knowledge of the Chef Code of Conduct.
- You must provide pictures or drawings of the kitchen and food storage areas where Meal preparation will take place.
- You must state and describe each Meal that you intend to offer through the Marketplace. Descriptions must include, without limitation, all ingredients in each Meal, with a designation of any potentially hazardous foods, allergens, or acidified food.

Hungry reserves the right to refuse acceptance of your Application at its sole discretion, with or without cause. Once you receive approval of your Application from Hungry, you may set up a Hungry Chef account (“**Account**”) through the Hungry App. If you provide any false, inaccurate, untrue, or incomplete information in your Application, we may immediately terminate your access to and use of your Account on the Marketplace. You have an ongoing responsibility to update any information provided to Hungry to ensure that Hungry’s files remain current. Any updates to Meal information (including, but not limited to, changes to Meal ingredients or the addition or removal of Meals from the Marketplace) require the prior approval of Hungry.

Access to your Account allows you to update your Account information, post or update Meal information, set Meal prices, Meal quantities, and Meal availability (i.e., dates and times), and communicate with Hungry staff. Notwithstanding anything in this Agreement to the contrary, Hungry has no obligation to actually offer for sale any Meal that you submit to the Hungry App, nor is Hungry obligated to promote you as a Chef or your Meal in any manner.

You are solely responsible for all activities that occur under your Account. It is your responsibility to keep the confidentiality of any username(s) and password(s) associated with your Account. If you become aware of any unauthorized use of your Account, you must notify Hungry immediately by writing to [security@tryhungry.com](mailto:security@tryhungry.com). Hungry will not be liable for any

loss or damage arising from the unauthorized access to or use of your Account. Hungry has the right to deny, suspend, or terminate your Account for any reason, in our sole discretion. Without limiting the foregoing, upon termination of this Agreement for any reason, Hungry will disable and/or delete your Account.

## **RESPONSIBILITIES OF CHEF**

- ***General Safety and Compliance Obligations.*** Chef is solely responsible for the preparation and offering of Meals through the Hungry Marketplace, including but not limited to preparation of Meals, in a manner this is consistent with the Hungry **Chef Code of Conduct** and otherwise compliant with all laws, rules, regulations, local ordinances, homeowners' association policies, rental agreements, fire codes, zoning laws, tax laws (including, but not limited to, collection, remittance and reporting obligations with respect to sales, use, meal and similar taxes) and any other such requirements or restrictions applicable to Chef's conduct in the Marketplace. Chefs must comply with permit, licensing, registration, or similar requirements applicable to Chef under federal, state, or local laws, regulations, or ordinances. You should consult with your legal counsel to the extent you have any questions about the legal or other compliance requirements set forth in this Agreement.
- ***Chef Meals; Chef Commitment.*** You are solely responsible for determining which Meals to prepare and the terms upon which you will offer such Meals for sale to Users, including but not limited to quantity availability, dates and times of Meal availability, and the price to be paid by Users for each Meal ("**Meal Price**") plus any taxes as you may determine to be applicable in connection with the sale of each Meal (excluding delivery charges, if any, which will be determined separately by Hungry). You are solely responsible for collecting and paying any taxes associated with using and making sales through Hungry. Except as otherwise approved, you may only use the packaging provided and approved by Hungry. Once you specify Meal availability, you commit to making the Meal available to Users in the quantities and during the dates and times specified (barring extreme circumstances that would prohibit the safe preparation of Meals, such as Chef illness, power outages, or forces of nature outside of Chef's control). You are responsible for all costs involved in preparing each Meal, including but not limited to all food costs, storage costs, electricity, gas, water, and other expenses.
- ***Marketing and Labeling Information.*** Chef is solely responsible for the truthfulness and accuracy of all Meal descriptions, including but not limited to ingredient lists and information; information about potentially hazardous ingredients, allergens, or acidified foods in the Meal; photographic or other illustrations of the Meal; and labeling information for the Meal. You authorize Hungry to post information about your Meals including, without limitation, your name, Creative Material (as defined below), Meal ingredients, your biographical information, and Meal pricing information. You understand and agree that Hungry may restrict the availability of the Meal to certain Users based on geographic or other geolocation data that affects Hungry's ability to the delivery of Meals to Users in a manner that is likely to be satisfactory to the User.

- ***Creative Material.*** Chef represents and warrants that any photographs, illustrations, written descriptions, or any other written, visual, or other depiction of Chef, a Meal, a kitchen, or any other subject matter for use or posting on the Hungry App (“**Creative Material**”) is the original work of Chef and does not otherwise infringe upon or violate any third party copyright or other intellectual property right. Chef hereby agrees that Hungry may publish, reproduce, disclose, distribute, and/or otherwise use the Creative Material (in whole or in part, in Hungry’s discretion) either alone, or with other material, through any channel or media without limitation and in such frequency and for such purposes as Hungry determines (including, without limitation, for marketing purposes), without needing to obtain further authorization from you or any third party, without compensation to you or any third party, and without further inspection or approval by you or any third party.
- ***Authorization to Make Recordings and Use Imagery.*** You consent to allow Hungry to document, photograph, illustrate, video record, image, or otherwise record and publish in any media or format your provision of a Meal and agree that (a) any such documentation, photograph, illustration, video recording, imagery, or other recording (collectively, “**Recording**”) will be owned exclusively by Hungry, and (b) to the extent that your name, likeness, biography, and/or voice (collectively, “**Imagery**”) appears in any such Recording, you grant to Hungry an unrestricted, perpetual, worldwide right to use your Imagery as contained in the Recording in all media now known and later developed for any purpose, including for the purpose of promoting the Hungry App and Marketplace.
- ***Non-Circumvention.*** You agree that you will not engage in any conduct that disparages or undermines (a) Hungry or the operation of the Hungry Marketplace; (b) any other Chef participating in the Hungry Marketplace; or (c) any User using the Hungry Marketplace. You may not accept any fees, gratuities, or additional charges or payments from Users not listed in the Hungry App. You may not solicit Users to participate in any event or activity, including but not limited to sales transactions, outside of the Marketplace.
- ***Contact with Users.*** You may only contact Users using contact information for the User provided directly to you by the User about a Meal that the User has ordered from you or that you have provided to the User. You may not contact a User for any other purposes, including but not limited marketing purposes, without the express written consent of the User. Any contact with a User may be subject to legal consent requirements, and you are responsible for understanding and complying with all such applicable legal requirements. You are further responsible for securing any personally identifiable information about Users in your possession and taking reasonable measures to protect such information from unauthorized use and disclosure. Without limiting the foregoing, Hungry will not share credit card or other billing account information with you, and you are prohibited from obtaining and/or storing in any media any financial account information about Users.
- ***Cooperation.*** In the event that any User makes an inquiry, request, or complaint directly

to you about any Meal or any other aspect of your participation in Marketplace, you agree that you will (a) timely respond to each User's inquiry, request, or complaint, and (b) immediately inform Hungry of any such communication (including the User's inquiry and your response(s) relating to a complaint about a Meal, food quality, safety concern, illness, the operation of the Hungry Marketplace, or any other such matters. Moreover, in the event that you receive any inquiry of any nature from any governmental authority, including but not limited to regulatory or zoning authorities, you must immediately notify Hungry of the nature and detail of such inquiry, along with copies of any written correspondence related to such inquiry.

## **INDEMNIFICATION OF HUNGRY**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold Hungry and its officers, directors, employees, agents and other representatives free and harmless from and against any claims, actions, expenses and demands (collectively, "Claims"), including, without limitation, any legal and accounting fees resulting from your use of the Hungry App, your participation in the Marketplace, and/or your breach of your obligations as stated in this Agreement (including, without limitation, the Chef Code of Conduct) and/or resulting from any and all Meals you provide to Users by means of the Marketplace. Hungry shall provide notice to you of any such claim, suit or proceeding upon becoming aware of it. You agree not to settle any matter without the prior written consent of Hungry. Notwithstanding the foregoing, Hungry reserves the right, at its expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hungry in asserting any available defenses. The provisions of this indemnification section shall survive termination of your Account or this Agreement.

You further agree to indemnify, defend, and hold harmless Hungry and its affiliates, officers, directors, employees, agents, and other representatives from an against any Claim made by a User, including any losses, personal injuries, death, or any other occurrence or event of whatsoever. Notwithstanding the foregoing, you will have no indemnification obligation under this paragraph with respect to any claims based upon or arising in whole or in part from the gross negligence or willful misconduct of Hungry.

## **RESPONSIBILITIES OF HUNGRY**

Once Hungry has approved your Application to participate in the Marketplace, Hungry's responsibilities to you include only the following:

- ***Access to the Marketplace.*** Hungry will provide you with access to the Hungry App to participate as a Chef, post Meals for sale, and otherwise engage in the Marketplace, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, the Marketplace may be modified, updated, interrupted, suspended, or discontinued at any time, without notice or liability.
- ***Collection of Payment from Users.*** Hungry will maintain a merchant processing account with a payment processor to collect payment from Users for Meals purchased through the

Hungry App. Hungry will collect the amount of the Meal Price set by the Chef. In addition to the Meal Price, Hungry may collect any delivery charges or related fees, as determined by Hungry and stated to the User by Hungry.

## **CHEF COMPENSATION**

You will receive 70% of the Meal Price (“**Chef Compensation**”) for each Meal sold through the Hungry App and for which Hungry has collected payment from the User. Hungry may change the Chef Compensation rate or structure at any time on a permanent or temporary basis (such as for promotional events or specials), provided that Hungry will not reduce the amount of Chef Compensation that may be owed to you without providing you at least thirty (30) days’ advance notice. If you do not agree with any change to the Chef Compensation, your only remedy is to stop participating in the Marketplace. Hungry’s policy is to remit Chef Compensation owed to you on a weekly basis.

In order to receive Chef Compensation for Meals that you sell through the Hungry App, you agree to become a submerchant under Hungry’s merchant processing account. Hungry uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing services. By using the Braintree payment processing services you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>, and the applicable bank agreement available at <https://www.braintreepayments.com/legal/cea-wells>. To set up your submerchant account, you must provide all information requested by Braintree which may include, without limitation your name, date of birth, full or partial social security number, email address, telephone number, street address, and bank account information. You may be requested to provide this information directly to the Processor through a form specified by the Processor. Hungry does not store any information that you provide to the Processor through that form. You understand and acknowledge that your transactions made through the Hungry App may be subject to reporting by the Processor to tax authorities.

## **RELEASE OF LIABILITY AND HOLD HARMLESS**

To the extent permitted under applicable laws, you expressly absolve and release Hungry and its affiliates, officers, directors, employees, agents, and other representatives from any liability or claim of harm related to or resulting from (a) any incorrect or inaccurate Creative Material posted on the Hungry App, whether caused by our error or by any of the equipment or programming associated with or utilized in the Hungry App; (b) any injury, loss, or damages caused by another Chef, a User, any Meal, or Creative Material posted on or in connection with promoting the Hungry App, whether online or offline; (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Hungry App, (d) severe weather, earthquakes or other natural disasters, strikes or other labor problems, wars, or (e) governmental or regulatory restrictions or actions.

## **CHANGES TO THIS AGREEMENT**

Hungry reserves the right to make any changes to this Agreement at any time with or without advance notice to you. When these changes are made, Hungry will post the revisions to the appropriate section of the Hungry App for your review. A revised Agreement is effective immediately when posted to the Hungry App. It is your responsibility to review the Hungry App periodically to learn of any revisions to this Agreement. Your continued use of and participation in the Marketplace after the posting of such revisions will constitute your acknowledgment and acceptance of the terms of the revised Agreement.

## **ADDITIONAL DISCLAIMERS**

THE HUNGRY APP AND THE MARKETPLACE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. HUNGRY MAY MAKE MODIFICATIONS AND/OR CHANGES TO THE HUNGRY APP AND THE MARKETPLACE AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE OF AND/OR RELYING ON THE HUNGRY APP AND THE MARKETPLACE MADE AVAILABLE BY HUNGRY. NEITHER HUNGRY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES MAKES ANY REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE HUNGRY APP OR THE MARKETPLACE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY. NEITHER HUNGRY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES MAKES ANY REPRESENTATION OR WARRANTY THAT THE HUNGRY APP OR THE MARKETPLACE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION. Some jurisdictions do not allow the disclaimer of certain warranties. Accordingly, only the disclaimers which are lawful in your jurisdiction will apply to you, and our liability will be limited to the maximum extent permitted by law.

## **LIMITATIONS OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER HUNGRY NOR ITS AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES SHALL BE LIABLE TO YOU FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS LIMITATION OF LIABILITY SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (1) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR

EXISTENCE OF THE HUNGRY APP OR THE MARKETPLACE; (II) ANY CHANGES WHICH HUNGRY MAY MAKE TO THE HUNGRY APP OR THE MARKETPLACE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE HUNGRY APP OR THE MARKETPLACE (OR ANY FEATURES WITHIN THEM); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE HUNGRY APP OR MARKETPLACE; (III) YOUR FAILURE TO PROVIDE HUNGRY WITH ACCURATE ACCOUNT INFORMATION; OR (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON HUNGRY'S LIABILITY TO YOU IN THIS SUBSECTION SHALL APPLY WHETHER OR NOT HUNGRY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSS. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. Notwithstanding the foregoing, total liability of Hungry for any reason whatsoever related to use of the Hungry App or Marketplace shall not exceed the total amount paid to you as Chef Compensation in connection with the subject matter of the particular dispute.

## **TERM AND TERMINATION**

This Agreement shall remain in effect for as long as you use the Hungry App to participate as a Chef in the Marketplace. Hungry may temporarily or permanently stop providing the Hungry App or the Marketplace to you, or terminate this Agreement, at any time if (a) you have breached any provision of this Agreement, (b) Hungry is required to do so by law, (c) Hungry believes, in its sole discretion, that you have committed fraud with respect to your access to and use of the Hungry App or the Marketplace, (d) the provision of the Marketplace to you or others by Hungry is, in Hungry's sole opinion, no longer commercially viable, or (e) Hungry is no longer providing the Marketplace to customers in the jurisdiction in which you reside or from which you use the Hungry App or the Marketplace. Termination is effective without notice. Hungry may disable access to your Account or otherwise prevent you from accessing the Hungry App. All provisions of this Agreement which by their nature should survive, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **INDEPENDENT CONTRACTORS**

You understand and agree that you are at all times an independent contractor of Hungry and are not an employee of Hungry.

## **GOVERNING LAW; DISPUTE RESOLUTION**

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or with your participation in the Marketplace or any matter concerning Hungry (collectively "**Disputes**") shall be governed exclusively by the laws of the Commonwealth of Virginia, excluding its conflict of law provisions.



If a Dispute arises under this Agreement, we agree to first contact each other with a written description of the Dispute, all relevant documents and information, and the proposed resolution. You agree to contact us about Disputes by writing to us at Hungry Marketplace, Inc. 3100 N Clarendon Blvd. Suite 200, Arlington, VA 22201. Hungry will contact you by letter or email to your address that we have on file for you.

If any Dispute cannot be resolved informally, we each agree that any and all Disputes, other than those filed in small claims court, shall be submitted to final and binding arbitration before a single arbitrator of the American Arbitration Association (“AAA”) in a location convenient to you. Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Dispute Resolution Procedures in effect at the time of submission of the demand for arbitration. We will pay all of the filing costs, including arbitrator fees. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the state and federal courts of Virginia: (i) any dispute, controversy, or claim related to or contesting the validity of our proprietary rights, including without limitation, trademarks, service marks, copyrights, patents, or trade secrets; or (ii) an action by a party for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief. **You expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration.**

**YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.**

You shall have thirty (30) days from the date you submit your contact information through an application form to Hungry to opt-out of this arbitration agreement. To opt out of arbitration you must contact us in writing at Hungry Marketplace, Inc. 3100 N Clarendon Blvd. Suite 200, Arlington, VA 22201. If more than thirty (30) days have passed, you are not eligible to opt out of arbitration.

#### **MISCELLANEOUS**

This Agreement, including the Chef Code of Conduct and Hungry App Terms of Use incorporated herein, constitute the entire agreement of the parties with respect to your use of the Hungry App and the Marketplace. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. Section headlines are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of

any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. You agree that this Agreement and all agreements and notices incorporated herein may be automatically assigned by Hungry, in our sole discretion, to a third party. You may not assign your obligations to any other person or entity.