

Eat Like the Pros. LLC ®

Terms & Conditions Agreement

In the following paragraphs “You” refers to Customers of “Eat Like The Pros®” or users of www.eatlikethepros.com.

In the following paragraphs “Eat Like The Pros®” will be stated as “ELTP”.

CONFIDENTIALITY:

ELTP’s confidential information shall include all materials, products, technology, computer programs, and other business information disclosed or submitted, orally, in writing, or by any other media, to “You” the user of ELTP. Information relating to www.eatlikethepros.com and/or ELTP products or services is deemed proprietary information under the ownership of “Eat Like The Pros®”. It is understood and agreed upon that any information disclosed or provided by ELTP to “You”, the user, will be kept confidential. Said information is intended for your sole and exclusive use. You are fully responsible for maintaining confidentiality of your account access information.

- ❖ ELTP guarantees that all manners of entry will be kept in the strictest confidence.
- ❖ No client information will ever be knowingly disclosed to third parties without prior consent.

GENERAL TERMS:

You agree and represent that you are buying only for your own personal use and not for resale or export unless explicitly approved in writing by ELTP. You acknowledge that you do not have any life-threatening food related allergies. ELTP requests that you consult with a physician before starting any of our meal programs or purchasing any of our products, meals, or services. ELTP does not guarantee that any of our meal programs, products, or services provide any proposed physical, mental, spiritual, or medical benefits.

ALLERGIES:

ELTP does not guarantee that specific foods or client food dislikes will be excluded from any meal plan, entree, snack, or other product(s) provided by ELTP. ELTP does not accept responsibility for any injury, allergic reaction, or fatality resulting from the inclusion and subsequent ingestion of any food ingredient.

FOOD SENSITIVITIES/GLUTEN-FREE, DAIRY-FREE, ETC.:

Although ELTP makes every attempt to provide foods that are free of gluten, dairy, and other stated ingredients (i.e., soy, nut, egg, etc.) , all meals & food products provided by ELTP are not guaranteed 100% GLUTEN-FREE, DAIRY-FREE, EGG-FREE, ETC. All of our meals & food products are prepared on or with equipment shared with dairy, gluten-containing, and most every type of food product(s). We make every effort to avoid any cross-contamination between food products and uphold the strictest sanitation procedures. ELTP’s use of the term “-free” on the nutritional key of menus & elsewhere is to be interpreted as “not blatantly containing said product(s) (i.e. dairy, gluten, soy, egg, etc.)”.

The ELTP meal program is not intended for those with Celiac Disease or true medical allergies to gluten and dairy products.

PAYMENTS & FEES:

All pricing for goods and services are based our market pricing and labor costs to produce said goods or services. All pricing is subject to change. Notification of price changes will be posted prior to billing and/or delivery at said prices. You agree to pay ELTP goods & services fees as declared on www.eatlikethepros.com

or by an official ELTP representative. Fees are calculated based on pricing provided by any of the above sources; all applicable taxes will be added. You are solely responsible for payment. ELTP will accept payment by credit card only. Once a charge has been processed to your credit card account, you agree not to request your credit card company to reverse the charge or charge it back to ELTP.

- ❖ ELTP does not accept payments by cash, personal check, money order, or any forms of payment other than credit card.
- ❖ Failure to make payment will result in the termination of membership and/or services and submission to collections.
- ❖ ELTP is not liable for any lost or stolen products, goods, or services.
- ❖ ELTP is not liable for food items that spoil due to prolonged exposure to outdoor elements.
 - All food items must be properly stored and refrigerated upon receipt and no later than 10:00am of the delivery day*.

*Clients not on the 5:30 am delivery schedule should refrigerate meals within 8 hours of delivery drop.

PRE-SELECTED MEALS:

All clients whose meals, menus, and other food items are selected by ELTP for their convenience will receive continuous service as agreed upon until cancellation notice is received. Cancellation notice must be given using the schedule below.

- ❖ Billing is finalized according to the following day & time schedule:
 - Tuesday at 10:00 pm for Friday food items (delivery and/or pick-up)
 - Friday at 10:00 pm for Monday food items (delivery and/or pick-up)
 - Sunday at 10:00 pm for Wednesday food items (delivery and/or pick-up)

FOOD SAFETY:

You agree:

- NOT to consume meals and food products after the stated expiration date on each menu and/or food container.
- When heating meals or other food products you will do so in an oven; using an oven-safe dish or container (e.g., oven-safe glassware such as Pyrex).
- You will transfer your food from the container it is delivered in prior to heating.
- You will not eat any meals without heating, unless package states otherwise (i.e. salad).
- You will discard any uneaten portions once heated.
- You will discard all meals after assigned use dates.
- You will follow the heating directions included with each entrée.
- You will cook all food products thoroughly according to USDA guidelines.
(http://www.fsis.usda.gov/Fact_Sheets/Use_a_Food_Thermometer/index.asp#chart)

ENTRÉE CHANGES & SUBSTITUTIONS:

ELTP does not change any meal ingredients or sides dishes such as vegetables, starches, sauces, dressings, etc. within the standard meal service. We recommend you substitute side dishes on your own, but be aware that this will affect calorie content! You may request additional meal customization from www.eatlikethepros.com. Requests will be considered and additional fees will apply.

DELIVERY:

All ELTP food items will be delivered in a food safe cooler with frozen ice packs. ELTP are not responsible for meal deliveries that spoil due to prolonged exposure to heat or other outdoor elements. Deliveries are generally made before 5:30am on Mondays, Wednesdays, & Fridays.

Delivery Zone:

- We deliver to all of downtown Chicago and many surrounding suburbs.
- Visit our website for a complete listing of deliverable zip-codes.
- Please contact us for deliveries outside of these areas.
- Delivery to areas outside of the standard delivery zone may alter standard delivery times

Deliveries may be delayed due to situations beyond ELTP's control. ETLTP reserves the right to increase delivery fees. Requests for deliveries outside of the stated times & zip-codes may be submitted for consideration to info@eatlikethepros.com and are subject to additional service charges.

- ❖ ELTP requests that all food products be refrigerated upon receipt.
- ❖ Coolers should keep until 10:00am of the delivery day*.
- ❖ ELTP guarantees that all modes of entry shall be kept strictly confidential.
- ❖ ELTP employs a delivery service to deliver all goods and/or services.
- ❖ Delivery personnel are not direct employees or representatives of ELTP. You assume responsibility for allowing them into your home.

Our current delivery service Company's Policy is:

“To ensure that couriers understand the importance of their roles in serving our customers, they must attend service orientation sessions. Topics such as Security Needs, Service Standards, and Paperwork Procedures are discussed.

Couriers must undergo complete background checks, require MVR reports, and are subject to specific and random drug and alcohol testing to meet customer requirements.

Couriers are required to wear uniforms and carry smart card ID badges per customer requirements that contain driver fingerprints, bar code identification and magnetic strip capabilities”.

DELIVERY ADDRESS CHANGES:

- ❖ ELTP requires a minimum of two business-days (Monday-Friday) notice for address changes.

CANCELLATIONS:

All delivery and/or meal cancellations must be made in the following time frame:

DELIVERY DAY	DELIVERY TIME	CANCELLATION CUT-OFF POINT
MONDAY	BEFORE 5:30AM	Previous Friday by 10:00pm
WEDNESDAY	BEFORE 5:30AM	Previous Sunday by 10:00pm
FRIDAY	BEFORE 5:30AM	Previous Tuesday by 10:00pm

Cancellations made after the above times are non-refundable. Furthermore, all deliveries will be made if cancellation notice is not received by 6PM CST, the day prior to a delivery day. Cancellations must be done via your ELTP web account or by emailing us at www.order@eatlikethepros.com. You must state the effective date of your cancellation. If you do not receive a cancellation confirmation your food may still be delivered.

COOLERS:

All coolers are the property of Eat Like the Pros. A \$65.00 cooler bag deposit will be assessed upon placement of the first order. Customer accepts responsibility and agrees to place empty coolers outside for retrieval no later than 12:00AM on the day of delivery of your next order. If meal service is cancelled or discontinued, any and all ELTP coolers in your possession must be returned. Arrangements MUST be made for the return of coolers by contacting Customer Service at 708-792-ELTP or customerservice@eatlikethepros.com to schedule pick up by the ELTP delivery service. The cooler deposit is refunded upon return of each missing cooler in good working condition. Failure to return cooler(s) will result in the forfeit of cooler deposit as well as a \$65 charge for any additional cooler(s) in your possession. ELTP is not responsible for any lost, stolen, or missing coolers.

ICE PACKS:

ELTP requests that you return all ice packs with coolers.

KEYS:

ELTP requires any and all appropriate keys and/or entry codes to a delivery location prior to the first day of service. Failure to provide ELTP with said key(s) and/or code(s) may result in non-delivery of goods. You may also be contacted between 2:30am - 5:30am on the first day of delivery should there be a problem with any provided key(s) and/or entry code(s).

APARTMENT BUILDINGS:

- ❖ In the event that the delivery driver cannot gain access to the apartment building; meals will be brought back to the kitchen. Meals may be picked-up or rescheduled for delivery at a later date. Additional fees will apply to the latter.

GATED & FENCED HOMES:

- ❖ In the event that the delivery driver cannot gain access to the address grounds; meals may be left at the end of the driveway or gate entrance.

If you provide ELTP with a key(s) to make deliveries, you must notify ELTP by email, order@eatlikethepros.com, to request the key(s) be returned to you. If you do not request the return of your key(s) within 30 days upon delivery of your last order then your key will be destroyed.

TERMINATION OF SERVICE:

ELTP reserves the right to terminate any membership programs, services, delivery of products, or terms or conditions of membership without limitation. All programs & services may change or be discontinued at any time without notice.

THIRD PARTY SITES:

ELTP may provide links to third-party web sites on their respective sites. ELTP are not responsible for the content of linked third-party sites, sites framed within the ELTP web site, third-party sites provided as search results, or third party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

POLICY ADDITIONS & ALTERATIONS:

ELTP retains the right to change the terms and conditions at any time. By continuing to use the site or by continuing to accept our products and services following any changes you will be deemed to have accepted such changes. It is your responsibility to check regularly to determine whether these terms and conditions

have been changed. If you do not agree to any such change you must immediately contact ELTP to cancel your current orders and stop using the site.

By signing below I acknowledge that I have read and fully understand the information provided above regarding ELTP's general policies, payment policies, delivery policies, and so forth. By signing, you hereby authorize ELTP to charge your credit card for the goods and services that you have ordered.

SIGNATURE: _____ DATE: _____

PLEASE SIGN & FAX TO: 1-866-292-PROS (7767)