

Terms and Conditions

Last updated: December 17, 2024

Thank you for using Instacart! These Terms of Service (“Terms”) govern your use of the Instacart services, including any websites, mobile applications, devices, APIs, or artificial intelligence (“AI”) powered generative experiences that are operated by Instacart or its subsidiaries and affiliates (collectively, the “Services”), and are entered into by you and Maplebear Inc. (d/b/a Instacart), a Delaware corporation, and its subsidiaries and affiliates (“Instacart”). This Agreement applies to all visitors, users, and other parties who access the Services (each, hereafter, a “user”).

By using the Services, you agree to be bound by these Terms and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Instacart’s [Privacy Policy](#). If you are using or accessing the Services through a Business Account, your use of the Services is governed by the [Instacart Business Account Terms and Conditions](#).

SECTION 17 (“DISPUTES & ARBITRATION”) OF THESE TERMS (THE “ARBITRATION AGREEMENT”) PROVIDES THAT ANY CLAIMS THAT YOU AND INSTACART HAVE AGAINST EACH OTHER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS, WILL, WITH LIMITED EXCEPTIONS, BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST INSTACART ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ALSO WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 17 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

The Services include a technology platform that presents you with a set of one or more retailer (each a “Retailer”) virtual storefronts from which you can select goods for picking and packing by one or more personal shoppers and delivery to your location or, if available, for you to pick up in-store. Depending on the Retailer from whom you purchase goods through the Services, picking and packing, and delivery services may be performed by third parties, which may include Retailer personnel, independent contractors, and third-party logistics providers (collectively, “Third Party Providers”).

You acknowledge that Instacart does not supervise, direct, or control the performance of services provided by Third Party Providers, and that Third Party Providers are neither employed by, nor in any partnership or joint venture or agency relationship with, Instacart.

When you use the Services to place an order for goods, you authorize the purchase of those goods from the Retailers you select and, if you have selected delivery services, the delivery of those goods by Third Party Providers. Unless otherwise specified, you acknowledge and agree that Instacart and the Third Party Provider are collectively acting as your agents in the ordering, picking, packing, and/or delivery of goods purchased by you and that the Retailer—not the Third Party Provider and not Instacart—is the seller of the goods to you. You agree that your purchase is being made from the Retailer you have selected, that Retailer is the merchant of record, and that title to any goods passes to you when they are purchased at the applicable Retailer’s store. You agree that Instacart or the applicable Retailer will obtain an authorization for your credit card, debit card, or other payment method on file with Instacart to cover the cost of the goods you

have purchased from the Retailer and any separate Instacart fees and optional tips, and your payment method will be charged for the goods purchased by you and any applicable fees, taxes and/or tips.

Instacart may change the fees it charges for the Services, including but not limited to delivery fees, priority fees, service fees (including additional service fees and/or surcharges to help offset specific costs), direct-to-consumer shipping fees, long distance fees (for deliveries outside the delivery area for a Retailer), regulatory-related fees, bag fees, and special handling fees. Instacart may vary certain fees based on demand, order attributes, and/or other factors. Your payment instrument will be temporarily authorized for an amount greater than the total amount of the purchase appearing in the original check out. This higher authorized amount will be disclosed during the purchase process and is a temporary authorization charge on your order, to deal with situations where your total purchase amount turns out to be higher than the original amount due to special requests, added items, replacement items, weight adjustments, or tips that you may elect to add after delivery. Retailers set the prices of the goods on the Services, and some Retailers may set prices for goods on the Services that differ from in-store prices, differ between storefronts, or differ from the prices available on other online platforms or services. The prices displayed on the Services may not be the lowest prices at which the same goods or items are sold. Individual Retailers may operate multiple storefronts with different pricing, selection, and order fulfillment. You can view each Retailer's pricing policies (which may change from time to time) on their storefront(s) on both the website and in the Instacart app.

You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and Instacart, Instacart does not form any employment or agency relationship with you and does not hold title to any goods that you order through the Services. Unless otherwise indicated, all prices and other amounts are in the currency of the jurisdiction where the delivery takes place.

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotional offers, and product availability. Instacart reserves the right to correct any errors, inaccuracies or omissions and to change or update information or refuse or cancel orders if any information on the Services is inaccurate at any time without prior notice (including after you have submitted your order and/or your payment method has been charged).

1. Your Use of the Services

Instacart grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms, [Instacart Community Guidelines for Customers](#), and any other Instacart policies. You may not copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have Instacart's written permission, you may not reverse engineer (including tracking the inputs and outputs flowing through our system or application in order to mimic or recreate the system or application) or attempt to extract the source code of the Services. You may only access the Services through the interfaces that Instacart provides for that purpose (for example, you may not "scrape" or "data mine" the Services through automated means or "frame" any part of the Services), and you may not interfere or attempt to disrupt the Services. You further agree that you will not use the Services or any information contained therein or obtained therefrom, including any output or other information derived from the Services, to directly or indirectly create, train, test, or improve any machine learning, large language, or artificial intelligence models, or similar or competing product, service, or technology (including for research purposes, open source, or other non-commercial use).

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). As between you and Instacart, you retain all rights in any content that you upload or submit, and are solely responsible for that content. By uploading content, you represent and warrant that you either own it or are authorized to grant Instacart the rights described in these Terms. You are responsible and liable if any of your content violates or infringes the intellectual property or privacy rights of any third party. You grant Instacart a non-exclusive, royalty-free, worldwide, transferable, sub licenseable, perpetual license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, or distribute any such content, and to use the content to train, test, or otherwise enhance our machine learning algorithms, for the purposes of operating, providing, and improving the Services. Instacart may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms, the [Instacart Community Guidelines for Customers](#), or any other policies.

You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in the Services may be governed by open source licenses. In that case, Instacart will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open source license will control but only with respect to the software, or portion of the software, to which it applies.

By using the Services, you represent and warrant that you are of legal age in the jurisdiction in which you reside to form a binding contract with Instacart. If you are using Instacart Services for its intended purposes on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

In order to use the Services, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services, you will adhere to the [Instacart Community Guidelines for Customers](#) (which may be updated from time to time) and any other applicable Instacart policies, and you will respect those who you encounter in your use of the Services, including Third Party Providers, Instacart personnel, and individuals who support Instacart's Help Center. Instacart reserves the right to decline orders, refuse partial or full delivery, terminate or restrict access to accounts or Services, and/or cancel orders at any time in its sole discretion. Instacart may periodically offer you certain incentives or benefits (e.g. trial Instacart+ membership, credit, coupon, promotion code, and/or discount code).

We're constantly modifying and improving the Services. Instacart may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide Instacart with any feedback on or comments regarding the Services, you grant Instacart the right to use such feedback or comments for any purpose without restriction or payment to you.

If you have any requests for order cancellations, refunds, or returns, please visit your account to initiate such requests or review our Help Center articles for our policies regarding the same. Please note that once a shopper has begun shopping your order and/or delivery has begun, you may no longer have the option to reschedule or cancel the order. If we are able to reschedule or cancel your order, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

If Instacart suspects or determines, in its sole discretion, any fraud, tampering, abuse, or violation of our Terms of Service in connection with your use of the Services (including but not limited to any order, refund, or use of an incentive or benefit), Instacart reserves the right to cancel the order, decline or reverse a refund, charge your card on file, revoke, cancel and/or terminate the incentive or benefit, or to take other remedial measures.

2. Instacart Communications

By creating an Instacart user account, you agree to accept and receive communications from Instacart or Third Party Providers, including via email, text message, calls, and push notifications to the cellular telephone number you provided to Instacart. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Instacart, its affiliated companies, and/or Third Party Providers, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in Your Account Settings or by using the unsubscribe mechanism included in the message, where applicable. You may also opt-out of receiving promotional text messages from Instacart by replying "STOP" from the mobile device receiving the messages.

If you use the Services to order a prescription drug product (where available), you understand and agree that user inquiries must be conducted via telephone. You also understand and agree that a third party pharmacy and/or Instacart may send you unencrypted SMS messages, push notifications or other electronic notifications relating to prescription drug products that you order through the Services. There is some level of risk that information in such communications could be read by an unintended third party. By using the Services to order a prescription drug product, you explicitly disclaim any liability, and waive and release any claim (to the maximum extent permitted by law), against Instacart, its affiliated companies, and Third Party Providers for any harm or damage arising out of or in connection with any SMS messages, push notifications and/or other electronic notifications.

3. Instacart+

Instacart+ is a membership program that waives the delivery fee for scheduled deliveries on orders \$35 or over (the "Instacart+ Benefits") with each Retailer placed through the Services for a monthly or yearly subscription fee. Where available, Instacart may, in its sole discretion, extend the delivery fee waiver to certain restaurant orders placed using the restaurants tab, but the waiver of any restaurant delivery fees is not a guaranteed benefit of the program. Instacart+ Benefits may differ on certain Retailers' white label sites that are powered by Instacart, where available. You acknowledge that your Instacart+ membership does not entitle you to faster delivery times or guaranteed or priority time slots. Service fees (including additional fees and surcharges to help offset specific costs), priority fees, direct-to-consumer shipping fees, long distance fees, regulatory-related fees, bag fees, special handling fees, taxes and/or tips may still apply. For combinations with other offers, restrictions may apply. Prescription drug delivery services through Instacart Rx are not eligible for Instacart+ membership benefits.

UNLESS YOU CANCEL, BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR INSTACART+ MEMBERSHIP WILL AUTOMATICALLY RENEW FOR THE AGREED UPON MONTHLY OR ANNUAL TERM, AND THE APPLICABLE MEMBERSHIP FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL WITH AN ACTIVE PAYMENT METHOD ON FILE IN YOUR ACCOUNT. The billing date will depend on the type of subscription that you choose when you sign-up for an Instacart+ membership (monthly or yearly) and will be charged within 24 hours on the billing date indicated on your "Your Instacart+ Membership" page. In certain circumstances, your billing date may change. For instance, if we are unable to successfully charge your card for the Instacart+ membership fee on a given day (e.g., a Federal holiday or technical failures). Instacart+

membership fees are fully earned upon payment.

If your payment details change, your card or other payment method provider may provide us with updated payment details. We may use these new details or details from other payment methods on file in order to help prevent any interruption to your Instacart+ membership. If you do not want to have your card or other payment method automatically updated, you can opt out of these services by contacting your financial institution. If you would like to use a different payment method or if there is a change in payment method, please update your billing information on your “Your Instacart+ Membership” page under the Payment section. All billing information you provide to us must be truthful and accurate and you represent that you are authorized to use the payment method in the manner contemplated here. If the payment method you provided to us for payment is declined or if a payment was not successfully made by you, you remain responsible for any uncollected amounts. If a payment is not successfully made and you do not cancel your account, we may suspend your access to the Services, including without limitation your Instacart+ membership, until we have successfully charged a valid payment method.

If you do not want your membership to automatically renew, you can cancel your Instacart+ membership at any time using this link or on your “Your Instacart+ Membership” page by following the “Cancel Membership” link. You may cancel your membership within the first five (5) calendar days of your paid annual membership term or renewed annual subscription, and receive a refund of the Instacart+ membership fee you paid, but only if you have not placed any orders using your Instacart+ membership. When you cancel a monthly membership or if you cancel at any other time, you will not receive a refund, but you can continue to enjoy the benefits of your Instacart+ membership through the end of your paid membership term. Additional instructions on how to manage your Instacart+ membership are available in the Help Center.

From time to time, Instacart offers some users trial or other promotional memberships to Instacart+. Such trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer, including which users are eligible for the promotional memberships. Only one trial or promotional membership is available per household and may not be combined with any other promotion. At the end of your free trial period or promotional membership period, Instacart will automatically charge you the applicable Instacart+ subscription fee to the payment method on file with Instacart. If you cancel your Instacart+ membership before the free trial or promotional membership period has expired, Instacart will not charge you for the subsequent Instacart+ membership term unless you restart your membership. Instacart may change the monthly or annual fee charged for membership at any time, but any such fee change will not apply to current Instacart+ members until such time as their current memberships expire and their memberships are renewed for another term. Where the fee has increased, Instacart will notify you prior to the renewal of your membership of the relevant fee increase.

We may change other terms or conditions applicable to Instacart+ from time to time. Any new or renewed memberships will be subject to the terms of service active at that time and displayed when you sign up for Instacart+. Instacart may also make such changes with respect to current Instacart+ memberships. In that case, Instacart will provide you with notice of the changes and when those changes will take effect. If you disagree with the changes to your current Instacart+ membership terms of service, you may cancel your membership. From time to time, Instacart may offer additional benefits or features to Instacart+ subscribers. These additional benefits or features may not be available to all subscribers and may be subject to

additional terms referenced in the offer terms or included in the [Instacart+ Promotional Terms and Conditions](#). Instacart reserves the right to modify or terminate any additional benefits or features at any time and you agree that such additional perks or benefits are not guaranteed as part of your membership.

Your Instacart+ membership cannot be transferred or assigned. Instacart reserves the right to accept, refuse, or cancel your Instacart+ membership at any time in its sole discretion.

4. Coupons, Promotions and Credits

You may have access to promotion codes, discounts, coupon codes, and offers (“Coupons”) that may provide a benefit to you when making a purchase using the Services. Coupons are available for a limited time only and may be subject to certain restrictions and subject to related manufacturers’ or retailers’ terms. Coupons are subject to change, cancellation, or expiration at any time, and to the terms and conditions of the relevant coupon offeror. If you do not purchase the qualifying items added to your cart while the coupon is still in effect, the coupon’s offer will not apply. Coupons are only valid when applied to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. Instacart is not a retailer or seller. You are responsible for, and you are required to pay any applicable tax or levy of any kind related to your use of the coupon and you acknowledge that Instacart has no obligation for payment of any such tax or levy of any kind in conjunction with the distribution or use of such coupons. When coupons are redeemed, sales tax may be charged on the undiscounted original price of the product(s). If you return any of the products purchased with a coupon, the coupon discount or value will be subtracted from the return credit. Coupons may not be sold, copied, modified, or transferred. Coupons have no cash value and may be limited to one per user unless otherwise disclosed. Coupons are only good while supplies last and are void where restricted or prohibited by law.

You can find more information about Coupons and other separate promotions that may be available from time to time on Instacart’s website, mobile applications, and retailers’ white label sites that are powered by Instacart [here](#).

You may also be offered credits to use for purchases through the Services (“Credits”). Unless otherwise stated in the terms applicable to Credits awarded to your account, Instacart reserves the right to modify the expiration date of any Credit upon 30 days email notice to you. Instacart reserves the right to cap or adjust the amount of Credit in your account to the extent that your total Instacart credit balance would exceed \$1,500 or have more than \$2,000 of Instacart credits associated with your account in a single day. Instacart may restrict your use of Credits to purchase certain items such as alcohol and prescriptions, and may disallow the use of Credits to cover fees, taxes or tips. Certain credits may not apply to an order if you are also applying a Coupon or another type of credit. Credits have no cash value. For more information about Credits, please visit Instacart’s Help Center.

5. Instacart Gift Cards

Instacart offers currency-denominated digital and physical gift cards that are redeemable for eligible goods and services on Instacart’s website and mobile applications, and on certain retailers’ white label sites that are powered by Instacart (“Gift Cards”). When you purchase or redeem a Gift Card, you agree to the [Terms & Conditions for Instacart Gift Cards](#) as well as these Terms of Service. Generally, Gift Cards and/or Credits cannot be used to pay for the Instacart+ subscription fee, unless you purchase an Instacart+ or Instacart Express Gift Card, as agreed to by you.

6. Retailer Memberships

Certain Retailers may allow you to purchase memberships through the Services. If you purchase a Retailer membership through the Services, you understand that you will be charged separately by the Retailer and that you are purchasing the membership directly from the Retailer and not Instacart and separate terms and conditions provided by the Retailer apply, which you should read carefully. Please note that you will need to contact the Retailer if you have any questions regarding your membership or the management of your account.

7. Transactions Involving Alcohol

You may have the option to order alcohol products in some locations and from certain Retailers. You agree that you will comply with all applicable laws and not cause Instacart or any Third Party Provider (including any Retailer) to contravene any applicable laws. If you order alcohol products from a Retailer through the Services, you agree that you are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States, 18 years of age or older in Alberta, Manitoba, and Quebec, and 19 years of age or older in all other Canadian provinces). You also agree that, upon delivery of alcohol products by the Third Party Provider, the recipient will provide to the Third Party Provider valid government-issued identification proving their age, and that Third Party Provider may scan this identification and may require a signature from the recipient. You also agree that the recipient will not be intoxicated when receiving delivery of alcohol products, and that you will not purchase alcohol with the intent to resell or provide it to someone who is not of legal drinking age. If the recipient is unable to present valid photo identification upon delivery, your order will be cancelled. You agree that if any applicable legal requirements for the delivery of alcohol are not met, Instacart reserves the right to cancel the alcohol-related portion of your order. Special requests or substitutions for the purchase of alcohol products will not be honored; all requests for the purchase of alcohol products must be made through the catalog available through the Services at the time of submitting the order.

Users who purchase alcohol through the Services for delivery by Third Party Providers within the State of Hawaii acknowledge that IT IS ILLEGAL: (1) FOR A PERSON UNDER 21 YEARS OLD TO PURCHASE OR CONSUME LIQUOR, (2) TO USE FALSE IDENTIFICATION TO OBTAIN LIQUOR, (3) TO USE ANOTHER PERSON'S IDENTIFICATION TO OBTAIN LIQUOR, OR (4) TO PURCHASE LIQUOR FOR A PERSON UNDER 21 YEARS OLD. (Sections 281-78 & 101.5, Hawaii Revised Statutes).

All alcohol products ordered through the Services for delivery by Third Party Providers within the provinces of Ontario and Alberta will be delivered by Maplebear Delivery Canada Inc.

8. Delivery of Prescription Drug Products (Instacart Rx)

In certain geographic areas, you may order prescription drug products through Instacart Rx. This service is not eligible for Instacart+ Benefits. You agree that Instacart is not a pharmacy and that we make no referrals or recommendations as to which pharmacies you should use for prescription processing. You also agree that you are solely responsible for the selection of the pharmacy dispensing the prescription. Instacart makes no warranties regarding the quality of the prescription drug products or the services provided by the pharmacy.

If you have any issues with the processing of your prescription, you should contact the pharmacy directly.

You agree that, upon delivery of prescription drug products by a Third Party Provider, the recipient will provide to the Third Party Provider valid government-issued identification proving their age, and that the Third Party Provider may scan this identification. You also agree that the recipient will indicate their relationship to you (if the recipient is not you), and that any prescription drug product ordered through the Services has not been purchased with the intent to resell the prescription drug product or provide the prescription drug product to someone other than to whom it is prescribed.

You also agree that Instacart does not provide any medical advice, diagnosis or treatment, and that neither a pharmacy-patient relationship nor a physician-patient relationship exists between Instacart and you as a result of your use of the Services. We encourage you to consult with your healthcare professional or pharmacist regarding all health-related issues.

By using the Services to order a prescription drug product for a child or other member of your household, you represent and warrant that it is your intention not to consume or use the medication but instead to transfer the medication to the ultimate consumer or user for their consumption.

IF YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.

9. Transactions Involving Other Restricted Products

You may have the option to order other restricted products in some locations and from certain Retailers. You agree that you will comply with all applicable laws and not cause Instacart or any Third Party Provider (including any Retailer) to contravene any applicable laws. If you order an item that requires delivery certification, you agree the recipient will provide valid government-issued identification which may be scanned by the Third Party Provider proving their identity to the Third Party Provider delivering such products. If you order age-restricted products from a Retailer through the Services, you agree that you are of legal age for purchasing, possessing, and/or consuming such age-restricted products and agree that, upon delivery of age-restricted products by the Third Party Provider, the recipient will provide to the Third Party Provider valid government-issued identification proving their age, and that the Third Party Provider may scan this identification. You also agree that the age-restricted products have not been purchased with the intent to resell or provide to someone who is not of legal age. You agree that if any applicable legal requirements for the delivery of age-restricted products are not met, Instacart reserves the right to cancel the age-restricted portion of your order. Special requests or substitutions for the purchase of age-restricted products will not be honored; all requests for the purchase of age-restricted products must be made through the catalog available through the Services at the time of submitting the order.

10. SNAP/EBT

Instacart allows customers in the U.S. to pay for online orders of Supplemental Nutrition Assistance Program (SNAP) eligible items from select retailers with a valid EBT card.

By providing your EBT information, you represent and warrant that you are authorized to legally use the designated payment information and that you authorize us to use that EBT information for the Services. If the payment information cannot be verified, is invalid or is otherwise not acceptable, the Services may be

suspended or cancelled.

SNAP Eligible Items

You may purchase SNAP eligible items with your EBT card. SNAP eligible items are determined by the U.S. Department of Agriculture. You can learn more about shopping for EBT eligible items [here](#).

Payment

By associating your SNAP EBT card to your Instacart account, you confirm that your card information is current and valid. In addition, a credit or debit card must also be linked to your Instacart account to cover fees, taxes, delivery tips, and any other non-EBT eligible items you may want to purchase. Currently Instacart cannot accept EBT cash. To pay for eligible food items on Instacart you can use SNAP EBT funds.

How To Use SNAP/EBT On Instacart

If you have questions about using your SNAP EBT card on Instacart please see:

<https://www.instacart.com/help/article/ebt-snap-overview>

11. Third-party Products and Content

You agree that Instacart does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Services, nor does Instacart assume responsibility for your interactions with any Third Party Provider (including a Retailer). You further agree that Instacart does not warrant or guarantee that any product information contained on the Services, or any result returned from queries made through the Services, whether made using AI powered generative experiences or otherwise, is accurate, complete, reliable, current, or error-free. All health and wellness information, nutritional content, and nutritional information is provided for informational purposes only and is not a substitute for the diagnosis, treatment and advice of a qualified health-care provider. Instacart does not warrant or guarantee that any such health, wellness, or nutritional information is accurate, complete, reliable, current, or error-free.

You understand that search results obtained from the Services, whether done through AI powered generative experiences or otherwise, may be the same or similar or vary between different users and at different times, and may not necessarily be identical or consistent. You further agree that Instacart does not warrant or guarantee that any material created through any AI powered generative experience does not infringe the rights of any third party in any subsequent use of the content you may make. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the Services or you engage with any Third Party Provider, you agree that you do so at your own risk and that Instacart will have no liability based on such purchase, use, access, or engagement.

12. Gifts and Orders on Behalf of Third Parties

You may have the option to send Instacart orders to third party recipients (“Recipients”). With respect to such orders, you agree to the following:

12.1 Communications by Instacart: You have the option to provide Instacart with the Recipient's contact information. By providing the Recipient's contact information, you are representing to Instacart that you have obtained the consent of the Recipient to share the Recipient's contact information with Instacart for the purpose of receiving communications from Instacart, including via email, or via text message, calls, and push notifications to the cellular telephone number you provide to Instacart. You understand and agree that the Recipient may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages sent by or on behalf of Instacart. Message and data rates may apply. Instacart is not liable for delayed or undelivered mobile messages.

12.2 Sharing Recipient Data: If you chose to provide Recipient information to Instacart, including:

- a. Contact information, including a Recipient's name, address and telephone number;
- b. Information that identifies a Recipient's relationship or association with you;
- c. Information about a Recipient's food security, food assistance, and other benefits or programs in which the Recipient participates; and
- d. Information regarding the Recipient's preferences, statuses, or other personal information;

you are representing to Instacart that you have obtained the consent of the Recipient to share this information with Instacart. You agree to be responsible for collecting Recipient data and obtaining authorizations to the extent legally required from Recipients for Instacart to use Recipient data to complete the order, including, where applicable, authorizations sufficient for you to share Recipient data with Instacart without Instacart becoming a Business Associate of you, as such term is defined under HIPAA. Instacart has no responsibility or liability for the failure of you, or any third party, to obtain appropriate consent and/or authorization from a Recipient. Instacart will use Recipient data in the ordinary course of its business.

13. In-Store Features

You may have access to certain features on the Services that are intended to be used while shopping in Retailers' physical store locations, including In-Store Mode and Scan & Pay ("In-Store Features"). In-Store Mode allows customers to browse items via the Services that are available for purchase in Retailers' physical store locations. Scan & Pay allows customers to scan and pay for items via the Services accessed on your mobile device while shopping in Retailers' physical store locations.

You acknowledge that, in addition to these Terms, your use of In-Store Features in a Retailer's store may be subject to that Retailer's policies and terms and conditions of service ("Retailer Terms"). Retailer Terms govern issues such as hours of operation, in-store conduct, refunds, returns, and Retailer loyalty programs when using In-Store Features.

Retailers provide the prices for In-Store Features. You acknowledge that Retailers may update pricing in real time, which may not immediately be reflected on In-Store Features and/or result in changes to prices on In-Store Features during your shopping experience. You must alert a Retailer employee if there is any discrepancy between an in-store price and a price displayed on In-Store Features. While we work with Retailers to surface in-store offers, such offers including clearance, single-store and in-store only specials, prices, promotions, offers, coupons and discounts may not be available on In-Store Features. Certain items available in-store may not be available on In-Store Features.

While using Scan & Pay, you acknowledge and warrant that (ii) you will ensure that any products are correctly scanned by you; (ii) for products that are sold by weight, you will ensure that the products are weighed correctly by you; (iii) you will pay for all products prior to leaving the store; and (iv) you will comply with all laws applicable to your use of the Scan & Pay feature.

If you have any issues with scanning or completing your purchase, you must alert a Retailer employee in the store. If Instacart is unable to successfully process your payment for your Scan & Pay order, you must complete your transaction at a register. By using Scan & Pay, you agree to exit the store through the designated Scan & Pay checkout area by scanning your smartphone below the checkout device or such other location as designated by the Retailer, and following the prompts to either proceed to bag check in or exit the store via the designated Scan & Pay exit. You acknowledge that Retailer personnel may conduct checks (including checking of your bags, comparing the items in your bag to your virtual cart, and rescanning some or all items in your bag), or taking other steps to verify proper use of Scan & Pay. You agree that if there is a difference between your scan and any re-scan carried out by Retailer personnel, the re-scan will be decisive. If you scan items incorrectly on multiple occasions, in addition to any of our other rights including under these Terms, we may suspend, disable or terminate your ability to use Scan & Pay and/or the Services.

Any returns or refunds for products purchased in-store are subject to the Retailer's refund and return policies, which vary by Retailer.

Instacart does not own the media or device on which the Services are downloaded, recorded or stored, but Instacart and its licensors retain ownership of the Services and any images scanned by the application. Images of scanned items may be retained by Instacart to improve our Services.

14. SERVICE PROVIDED AS-IS AND RELEASE OF CLAIMS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." INSTACART DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON INFRINGEMENT. IN ADDITION, INSTACART MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS, OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES FROM RETAILERS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. INSTACART DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS, OR RETAILERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, REMAINS SOLELY WITH YOU. THE SERVICES, WEBSITE, AND SOFTWARE ARE SUBJECT TO PERIODIC CHANGES, WHICH MAY BE MADE AT ANY TIME AND WITHOUT NOTICE TO YOU.

INSTACART DOES NOT GUARANTEE THAT THE SERVICES, WEBSITE, AND SOFTWARE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICES, WEBSITE, AND SOFTWARE ARE FREE OF COMPUTER VIRUSES OR OTHER MALWARE. YOU AGREE THAT INSTACART WILL NOT BE RESPONSIBLE FOR ANY ECONOMIC COSTS RELATING TO YOUR USE OF THE SERVICES, WEBSITE, OR SOFTWARE.

YOU AGREE THAT NEITHER INSTACART NOR ITS SUBSIDIARIES, AFFILIATES, RETAILERS, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY THIRD PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY THIRD PARTY PROVIDER. NEITHER INSTACART NOR ITS SUBSIDIARIES, AFFILIATES, RETAILERS, LICENSORS, OR SUPPLIERS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR

OMISSIONS OF ANY THIRD PARTY PROVIDER.

If you have a dispute with one or more Third Party Providers, you agree to release Instacart (including Instacart's subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other jurisdictions), which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her must, would have materially affected his or her settlement with the debtor or released party."

U.S. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL INSTACART (INCLUDING ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF INSTACART OR INSTACART'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL INSTACART (INCLUDING ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, EVEN IF INSTACART OR INSTACART'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INSTACART, ITS SUBSIDIARIES, AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU FOR MORE THAN THE GREATER OF \$100 OR THE AMOUNTS PAID BY YOU TO INSTACART DURING THE PAST 12 MONTHS IN CONNECTION WITH THE SERVICES.

U.S. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE EXCLUSIONS AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. Indemnification

You agree to defend, indemnify and hold harmless Instacart and its officers, directors, employees, agents, shareholders, subsidiaries, affiliates, and retail partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from: (i) your unauthorized use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule, or the [Instacart Community Guidelines for Customers](#); (ii) any third party's access to or use of the Services, or any goods made available through the Services, through your Instacart user account, including but not limited to your spouse, dependents, third-party beneficiaries and Recipients; (iii) any dispute or issue between you and any third party, including without limitation any Retailer or other Third Party Provider; or (iv) your subsequent use of any content created by AI powered generative experiences.

17. Dispute Resolution & Arbitration Agreement

17.1. Overview of Dispute Resolution Process: This Section 17 provides for a two-part process for dispute resolution: (1) an informal dispute resolution process directly with Instacart (described in paragraph 17.2, below), and if necessary, (2) a binding arbitration administered by the American Arbitration Association ("AAA") or ADR Services Inc. ("ADR Services"), depending on where you reside. Notwithstanding these provisions, you and Instacart each retain the right to seek resolution of disputes in small claims court as an alternative to arbitration.

17.2. Mandatory Informal Dispute Resolution: You and Instacart agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. Therefore, before initiating formal proceedings, you and Instacart agree to first attempt to work out any such dispute amicably. The initiating party must give notice to the other party in writing of its, his, or her dispute, including a written description of the dispute.

For any dispute you initiate, you agree to provide written notice to:

Instacart

ATTN: Legal Department

50 Beale Street, Suite 600

San Francisco, CA 94105

Your written description must be on an individual basis and personally signed by you and not by an attorney,

agent, or representative. The notice must also provide at least the following information: your name; the email address associated with your account; a detailed description of the nature and basis of the dispute, including any transaction details; and the specific relief sought and how it was calculated. For any dispute that Instacart raises, we will send our written description of the dispute (including the information listed above), signed by an authorized Instacart representative, to the most recent delivery address associated with your account. The initiating party must allow the other party 60 days to respond and attempt to resolve the dispute amicably before initiating an arbitration or other proceeding per the terms set forth below.

You and Instacart agree that this informal dispute resolution process is a requirement that must be fulfilled prior to initiating an arbitration or small claims proceeding. The applicable statute of limitations period and any filing fee deadlines shall be tolled from the time the initiating party sends their written notice through the 60 day period set forth above.

17.3. Arbitration Agreement for United States Residents: For residents of the United States, if we're unable to work out a solution amicably, both you and Instacart agree to resolve through binding arbitration, rather than in court, any dispute, controversy, or claim (each, a "Claim") arising at any time, including but not limited to those arising out of or relating to: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, scope, or enforceability thereof; (ii) access to or use of the Services, including receipt of any advertising or marketing communications and/or any information contained on the Services; (iii) any transactions through, by, or using the Services, including any goods or services purchased or sold through, by, or using the Services and any consumption or use of those goods and services; (iv) any other aspect of your relationship or transactions with Instacart as a consumer; or (v) Third Party Disputes (as defined in Section 17.4 below) (the "Arbitration Agreement").

This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms.

17.4. Application to Third Parties: This Arbitration Agreement shall be binding upon, and shall include any dispute, controversy, or claim brought by or against any third parties where the underlying claims arise out of or relate to your use of the Services or any use of your Instacart user account ("Third Party Disputes"). Third Party Disputes shall include any dispute, controversy, or claim by or against any Retailers, Third-Party Providers, Instacart's vendors and service providers including without limitation: payment processors, partners assisting in fraud prevention, companies advertising through the Services, partners with whom we work for advertising measurement, attribution and/or analytics, and companies that offer co-branded services or products, as well as your spouses, heirs, third-party beneficiaries and assigns.. For avoidance of doubt, a Claim under this Arbitration Agreement includes all claims or disputes between you and any Retailer arising out of or related to the Services performed under this Agreement and/or services in connection with any white label sites that are powered by Instacart.

17.5. Exceptions to Arbitration Agreement: Notwithstanding this mandatory Arbitration Agreement, you and Instacart each retain the right: (a) to assert claims in small claims court, so long as the claims qualify and the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and, (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement of a party's intellectual property rights. If a Claim qualifies for small claims court but a party commences an arbitration proceeding, you and Instacart agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the arbitration proceeding will be administratively closed. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator.

17.6. Jury Trial Waiver: TRIAL BY JURY WAIVER: BY ENTERING INTO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT, WITH RESPECT TO ANY CLAIM(S) WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT, YOU AND INSTACART ARE EACH WAIVING THE RIGHT TO A TRIAL BY

JURY.

17.7. Class, Collective, and Representative Action Waiver: BY ENTERING INTO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT, WITH RESPECT TO ANY CLAIM(S) WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT, YOU AND INSTACART ARE EACH WAIVING THE RIGHT TO BRING, JOIN, OR PARTICIPATE IN, EITHER AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING. YOU ALSO ACKNOWLEDGE AND AGREE THAT, UNLESS YOU AND INSTACART OTHERWISE AGREE IN WRITING, ANY ARBITRATION OF ANY CLAIM(S) WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. YOU FURTHER ACKNOWLEDGE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY IN YOUR FAVOR AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY YOUR INDIVIDUAL CLAIM(S), AND ANY RELIEF AWARDED CANNOT AFFECT OTHER INSTACART USERS. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ARBITRATION.

17.8. Arbitration Rules and Governing Law: The Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), governs the interpretation and enforcement of this Arbitration Agreement and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to this Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence.

Except as described below for California residents, the arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") in effect at the time the arbitration demand is made. The Rules are available at www.adr.org. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall apply.

The Parties agree to submit to the jurisdiction of a single neutral arbitrator (the "Arbitrator") selected in accordance with the Rules. The Arbitrator will decide the rights and liabilities, if any, of you and Instacart. The Arbitrator will have the authority to award the same damages and relief on an individual basis that a judge in a court of law can award to an individual. The Arbitrator shall follow the applicable law. The Arbitrator's decision is final and binding on you and Instacart.

Except as otherwise expressly provided herein, you and Instacart agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

The arbitration will be held in the United States county where you live or use the Services, or a location you and Instacart mutually agree upon in writing. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Instacart submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the Rules.

The Rules will govern the payment of all filing, administrative or arbitrator fees associated with arbitration ("Arbitration Fees") and each party will be responsible for their own Arbitration Fees under those Rules or to the maximum extent permitted by law. Notwithstanding the foregoing, either party may make a request for and will be entitled to an award of reasonable attorneys' fees and costs—including but not limited to any

Arbitration Fees—if the Arbitrator finds that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, within the meaning of Federal Rule of Civil Procedure 11 or a state or local equivalent.

For California residents, the arbitration shall be administered by ADR Services, Inc. (“ADR Services”) under its Arbitration Rules (the “ADR Services Rules”) in effect at the time the arbitration demand is made. The ADR Services Rules are available at: <https://www.adrservices.com/services/arbitration-rules/>. In the event of any conflict between the ADR Services Rules and this Arbitration Agreement, this Arbitration Agreement shall apply.

For California residents, the Parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the ADR Services Rules (the “ADR Arbitrator”). The ADR Arbitrator will decide the rights and liabilities, if any, of you and Instacart. The ADR Arbitrator will have the authority to award the same damages and relief on an individual basis that a judge in a court of law can award to an individual. The ADR Arbitrator shall follow the applicable law. The ADR Arbitrator’s decision is final and binding on you and Instacart.

For California residents, except as otherwise expressly provided herein, you and Instacart agree that the ADR Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The ADR Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

For California residents, the arbitration will be held in the California county where you live or use the Services, San Francisco, California, or any other location you and Instacart mutually agree upon in writing.

For California residents, the ADR Services Rules will govern the payment of all filing, administrative or arbitrator fees associated with arbitration (“ADR Services Arbitration Fees”), currently summarized on ADR Services website at <https://www.adrservices.com/rate-fee-schedule/>, except that Instacart will reimburse you at the conclusion of the arbitration for any ADR Services Arbitration Fees that you pay in excess of the cost to file the dispute in a court of competent jurisdiction in the location of the arbitration. Any dispute about the amount or payment of this reimbursement shall be resolved by the Arbitrator. If the Arbitrator finds that you cannot afford to pay ADR Services Arbitration Fees and you cannot obtain a fee waiver from ADR Services, Instacart will pay such fees for you. Notwithstanding the foregoing, either party may make a request for and will be entitled to an award of reasonable attorneys’ fees and costs—including but not limited to any ADR Services Arbitration Fees—if the Arbitrator finds that the other party has asserted a claim, cross-claim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, within the meaning of Federal Rule of Civil Procedure 11 or a state or local equivalent.

17.9. Opt-out of Mandatory Arbitration: You can reject and opt-out of this Arbitration Agreement within 30 days of first accepting these Terms by emailing Instacart at arbitration-opt-out@instacart.com with your first and last name and the email address associated with your account and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

17.10. Changes to Agreement to Arbitrate: If Instacart changes this Section 17 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice via email as set forth above, within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent or any earlier

agreements to arbitrate any dispute between you and Instacart and/or its Retailers or other Third Parties identified in Section 17.4.

17.11 Severance of Arbitration Agreement: If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class, Collective, Representative Action Waiver above is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

17.12. Survival of Arbitration Agreement: Except as otherwise provided in this Section 17, this Arbitration Agreement will survive any termination of the Terms or of your access to the Services, including under Section 18 or otherwise. This Arbitration Agreement will continue to apply even if you or we close your Instacart account.

18. Termination

You can stop using the Services at any time and without notice to us. Similarly, Instacart may terminate access to the Services to you or any other users or stop offering all or part of the Services at any time without notice. In the event of Termination, Section 1 and Sections 4-22 survive and continue to apply to you.

19. Controlling Law

To the extent permitted by applicable law, these Terms will be governed by the laws of the State of Delaware for residents of the United States and by the laws of the Province of Ontario for residents of Canada (except Quebec), without respect to its conflicts of laws principles, except the Arbitration Agreement, which is governed by the laws outlined in Section 17 of these Terms. To the extent permitted by applicable law, any claims arising out of or relating to these Terms or use of the Services that are not subject to Section 17 (Dispute Resolution & Arbitration Agreement) of these Terms shall be brought exclusively in the federal or state courts of New Castle County, Delaware, USA, for the residents of the United States, and the courts of competent jurisdiction in the City of Toronto for residents of Canada (except Quebec), and you and Instacart consent to the personal jurisdiction of those courts.

For Quebec residents only, to the extent permitted by law, these Terms will be governed by the laws of the Province of Quebec without respect to its conflicts of laws principles. To the extent permitted by applicable law, any claims arising out of or relating to these Terms or use of the Services that are not subject to Section 17 (Dispute Resolution & Arbitration Agreement) of these Terms shall be brought exclusively in the courts of competent jurisdiction in the City of Montreal, and you and Instacart consent to the personal jurisdiction of those courts.

20. Entire Agreement & Severability

These Terms, subject to any amendments, modifications, or additional agreements you enter into with Instacart, shall constitute the entire agreement between you and Instacart with respect to the Services and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

21. No Waiver

Instacart's failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

22. Assignment

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. Instacart may assign its rights, licenses, and obligations under these Terms without limitation.

23. Changes to the Terms

We may make changes to these Terms from time to time. When Instacart does so, Instacart will post the most current version of the Terms on Instacart's website and, if a revision to the Terms is material, Instacart will notify you of the new Terms (for example, by email or a notification on the Services). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

24. Intellectual Property Policy

Use of the Services does not give you the right or license to frame, use, or reproduce any of Instacart's copyrighted material, trademarks, service marks, or other proprietary rights or material, or a license to any of Instacart's patents, except as expressly permitted in writing by Instacart.

Instacart respects the intellectual property rights of others and has implemented a copyright and trademark policy in accordance with the Digital Millennium Copyright Act and other relevant laws. Instacart will respond to valid notices of copyright or trademark infringement and reserves the right to terminate any users, at Instacart's sole discretion and without notice, who infringe copyrights or other intellectual property rights.

If you believe any content posted or made available on the Services constitutes infringement of your copyright rights, you may send a written notice of infringement to Instacart's designated Copyright Agent using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Services (e.g., the URL of the claimed infringing material if applicable or other means by which Instacart may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d)

a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

Instacart
ATTN: Copyright Agent
50 Beale St. Suite 600
San Francisco, CA 94105
copyright@instacart.com

If you believe any content posted or made available on the Services constitutes infringement of your trademark rights, you may also send your notice to Instacart's designated Copyright Agent using the contact information listed above. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your trademark(s), your trademark registration number(s), description(s) of the products allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

25. Contact Information

If you have any questions, or comments about these Terms please contact Instacart at:

Instacart
50 Beale St. Suite 600
San Francisco, California 94105
legal@instacart.com
[1-888-246-7822](tel:1-888-246-7822)

For customer service inquiries, please review Your Account Settings, visit Instacart's [Help Center](#), or call our Community Operations team at [1 \(888\) 246-7822](tel:1-888-246-7822).

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 N. Market Blvd., Ste. N 112, Sacramento, California 95834 or by telephone at [\(800\) 952-5210](tel:800-952-5210) or [\(916\) 445-1254](tel:916-445-1254).