

MANNA FUND CONSUMER USER AGREEMENT AND GROCERY SALE TERMS

Effective Date: September 11, 2026

Version: CUA-2026-09-11

These Consumer User Agreement and Grocery Sale Terms (the “Terms”) govern access to and use of the consumer website at <https://www.mannafund.co>, related interfaces, grocery ordering and fulfillment, Campaign selection, optional checkout tips, communications, and other consumer services (the “Services”) provided by Manna Fund, LLC (“Manna Fund,” “we,” “us,” or “our”), a Colorado limited liability company.

1. Acceptance, Eligibility, and Contract Scope

1.1 Assent.

By clicking an acceptance control presented with these Terms, creating or using an Account, or placing an order after receiving these Terms, you agree to be bound by them. If you do not agree, do not use the Services. You must be at least eighteen years old and legally capable of contracting. A minor may not create an Account, place an order, or submit personal information through the Services. Checkout presents a mandatory, unchecked consent checkbox that must be selected before the payment button becomes active. By checking that box and submitting payment, the purchaser affirmatively accepts the then-current version of these Terms and the other policies identified in the checkbox and linked from it. Manna Fund records the policy versions presented and accepted with each order.

1.2 Incorporated Terms and Priority.

An order confirmation, product-specific disclosure, and the Shipping Policy, Refund Policy, and Privacy Notice linked before purchase are incorporated for their subject. Those policies are published at <https://www.mannafund.co/policies>, together with the Legal Notice identifying Manna Fund, LLC and its contact and notice addresses. If provisions conflict, a transaction-specific term accepted at checkout controls for that transaction, then these Terms, then a general policy. No transaction-specific term reduces a nonwaivable right.

1.3 Changes.

Manna Fund may unilaterally revise these Terms prospectively. The Effective Date of a version is the date that version is published to the storefront, and each revision carries its own Effective Date. Revised Terms apply beginning on their stated Effective Date, subject to any notice or renewed assent required by law. A revision will not alter an order accepted before that Effective Date.

2. Accounts and Acceptable Use

2.1 Account Security.

You must provide accurate, current information and protect your credentials. You are responsible for Account activity to the extent caused by your failure to use reasonable security, but not for activity caused solely by Manna Fund's breach of a legal duty. Promptly report suspected unauthorized access.

2.2 Acceptable Use.

You may use the Services only for lawful personal or household purposes. You may not commit fraud; impersonate another person; submit false payment, tax, delivery, or eligibility information; manipulate Campaign attribution, returns, credits, or chargebacks; scrape or disrupt the Services; bypass security; introduce malicious code; use purchasing bots without written permission; resell products identified for household use; or post unlawful, infringing, deceptive, harassing, privacy-invasive, or unsafe content.

2.3 Sensitive Data.

Do not submit student records, information from children, health information, government identifiers, full payment credentials, or other sensitive data through reviews, delivery notes, or ordinary support fields unless Manna Fund expressly requests it through a secure, disclosed workflow.

3. Products, Seller Role, and Availability

3.1 Seller of Record.

Unless checkout clearly identifies another seller, Manna Fund is the seller and merchant of record for Products purchased through the Services. Suppliers, warehouses, carriers, and delivery providers may fulfill orders on Manna Fund's behalf. Their involvement does not eliminate a nonwaivable obligation Manna Fund owes as seller. If another seller is identified, its seller-specific terms will be presented before purchase.

3.2 Listings and Labels.

Manna Fund seeks to present accurate descriptions, images, sizes, quantities, ingredients, nutrition information, origin information, and availability. Packaging, labels, formulation, and appearance can change; review the actual delivered label before use. An express description remains enforceable, and a website disclaimer does not excuse a materially misdescribed Product.

3.3 Availability, Regulated Products, and Order Minimum.

Products and quantities are subject to availability. An item in a cart is not reserved. Manna Fund may impose reasonable household limits or remove an item, subject to prompt reversal or refund of any amount charged for an unfulfilled item. Age-restricted or specially regulated Products will not be offered without required licensing, verification, delivery controls, and additional terms. In addition to any product-specific household limits, every order must reach the minimum order subtotal displayed at checkout, before shipping charges and taxes. The minimum order subtotal as of the Effective Date is fifty dollars (\$50.00). An order below the displayed minimum cannot be completed at checkout.

3.4 Pre-Checkout Pricing and Availability.

Prices, promotions, and availability shown in listings, search results, carts, Campaign pages, or advertisements may be changed prospectively or corrected before checkout and acceptance, but only consistently with Section 4 and applicable law. A listing is an invitation to submit an order, not an offer; your order is the offer described in Section 5.1. Current availability and the amount you authorize are confirmed at checkout, and availability is not guaranteed until acceptance under Section 5.1. A genuine catalog, promotional, or pricing error may be corrected only as Section 4.6 permits. Manna Fund will not use this Section to add an undisclosed mandatory amount, increase an accepted price, or excuse deceptive or misleading pricing.

4. Colorado Total Price, Taxes, and Checkout Disclosures

4.1 Single Total Price.

Whenever Manna Fund offers, displays, or advertises an amount a person may pay for a good or service, it will clearly and conspicuously disclose the maximum Total Price as a single number, display it more prominently than other pricing information, and make the disclosure unavoidable in an interactive electronic transaction, to the extent required by applicable law.

4.2 Mandatory Amounts Included.

Total Price includes every mandatory or not reasonably avoidable amount, including any mandatory platform, service, handling, technology, fulfillment, fundraising, or processing fee. Manna Fund will not advertise a partial price and add a mandatory fee later.

4.3 Shipping Charges and Government Charges.

Manna Fund's shipping charge is a seller-set flat rate determined by order-value tier. It is not an estimate of, and does not purport to reflect, the actual cost of carriage for any order, and Manna Fund does not treat it as a shipping charge excluded from Total Price under C.R.S. § 6-1-737. Before payment authorization, checkout clearly and conspicuously displays the total amount you will be required to pay, including the shipping charge and any tax, together with a separate line identifying each component. Government charges may be excluded from an advertised price only to the extent applicable law permits, and will be separately and clearly identified before payment authorization.

4.4 Separate Amounts.

Before you consent to pay an amount outside Total Price, Manna Fund will disclose its nature and purpose, refundability, the good or service to which it relates, and the recipient. A mandatory fee will not be mislabeled as a donation, tip, tax, shipping cost, or government charge.

4.5 Variable Pricing.

All Products are sold at a fixed price per package or case. Manna Fund does not currently sell Products priced by weight or other variable measure. If Manna Fund later offers a variable-measure Product, it will show the unit price or pricing factors, estimated amount, reason for variation, and any maximum authorization before that Product is offered, and the final charge will use the disclosed measure and will not exceed the authorized maximum without renewed consent.

4.6 Final Review and Errors.

The final checkout will show Products, discounts, included mandatory amounts, the shipping charge, taxes, any affirmatively selected optional tip, and the final authorized amount. A genuine pricing error may be corrected before acceptance or fulfillment; an increase requires your affirmative consent or cancellation and prompt refund of the affected item.

4.7 Taxes and Government Charges.

Manna Fund will collect sales, use, and other transaction taxes when it determines they are required based on the Product, delivery destination, purchaser, and transaction. Shipping charges are subject to applicable Colorado sales tax. Taxes and other permitted government charges will be separately and clearly disclosed before payment authorization as Sections 4.3 and 4.6 require.

4.8 Tax-Exempt Purchases and No Resale.

Except through a separate written business or exempt-purchase program, the consumer storefront is for personal or household use under Section 2.2 and not for resale; a resale certificate is not accepted through ordinary consumer checkout. If Manna Fund offers a tax-exempt purchase process, you must provide through its designated secure channel, before checkout and acceptance unless law permits later validation, a current and legally sufficient exemption certificate, exemption number, or other requested documentation that matches the purchaser and exempt use. Nonprofit, school, governmental, charitable, or reseller status by itself does not establish that a particular purchase is exempt. You represent that exemption information and documentation you submit is true, current, authorized, and applicable to the purchase. Manna Fund may verify the claim, retain required records, reject or suspend the exemption, collect tax at checkout, cancel an unaccepted order, or, after notice, seek payment of taxes, penalties, interest, and reasonable documented costs directly resulting from a materially false or unauthorized claim, to the extent permitted by law. Manna Fund will not make an additional post-checkout charge without separate authorization or another legal right to do so. This Section does not shift Manna Fund's nonwaivable tax duties or make you responsible for amounts caused by Manna Fund's own error or violation of law.

5. Orders, Payment, and Partial Fulfillment

5.1 Formation and Cancellation.

Your order is an offer to buy the identified Products at the final amount and terms shown. An automated message acknowledges receipt but is not necessarily acceptance. Acceptance occurs when Manna Fund begins fulfillment, captures payment, or sends a separate acceptance notice, whichever occurs first. Before acceptance, Manna Fund may reject an order for inventory, pricing error, suspected fraud, failed payment, legal restriction, delivery limitation, or breach, and will reverse or refund affected amounts. By placing an order, you represent that the order meets the minimum order subtotal displayed at checkout under Section 3.3. An order below that minimum cannot be completed.

5.2 Payment Authorization.

Payment is processed through the payment services made available in checkout, including Shopify checkout where used. By providing a payment method, you represent and warrant that you are the account holder or are otherwise authorized to use that payment method and that the payment and billing information you provide is accurate and current. You authorize Manna Fund and its payment processors to charge your payment method for the amounts you approve at checkout. Manna Fund may place a disclosed temporary authorization hold and will provide a retainable electronic receipt. This representation and authorization do not waive or alter rights or liability limits for a genuinely unauthorized transaction under applicable law.

5.3 Partial Fulfillment and Rejected Lines.

Manna Fund does not substitute Products. If a supplier is unable to fill a line on an accepted order in whole or in part, the unfilled quantity is omitted from the shipment, and the product price paid for the omitted quantity, together with the sales tax charged on that omitted quantity, is reversed or refunded. The order-level shipping charge is not refunded and is not recalculated when a line is omitted or short-filled, because the order still ships; the shipping charge is never increased for that reason. If every line on an order is rejected and nothing ships, the entire order is refunded, including the shipping charge and all tax. Manna Fund will identify omitted or reduced lines in the order or shipping confirmation. Nothing in this Section limits a remedy under

Section 7 for a wrong, damaged, unsafe, spoiled, misdescribed, or otherwise nonconforming Product.

5.4 Chargebacks and Unauthorized Use.

Contact Manna Fund promptly about a genuine billing or fulfillment problem before initiating a chargeback when reasonably practicable. You remain responsible for amounts you actually authorized, subject to valid refund, billing-dispute, and chargeback rights. If you knowingly provide or use a payment method without authorization, you are responsible, to the extent permitted by law, for the resulting unpaid purchase price and reasonable documented losses directly caused by the unauthorized use, chargeback, or reversal. Nothing in these Terms makes a lawful cardholder responsible for genuinely unauthorized use by another person or waives payment-card, electronic-funds-transfer, fair-credit-billing, or other nonwaivable rights. Fraudulent or abusive chargebacks may result in Account restriction.

5.5 Fraud Screening, Verification, and Order Limits.

To prevent fraud, account takeover, restricted sales, payment abuse, and delivery loss, Manna Fund and its service providers may conduct lawful manual and automated risk screening and may request reasonable verification of identity, age, address, delivery eligibility, Account control, or payment authorization. Any additional verification information must be requested through a reasonably secure channel, used as described in the Privacy Notice, and handled in accordance with applicable law. Manna Fund may place an order on hold, impose reasonable household, quantity, value, frequency, payment-method, or delivery limits, or reject or cancel an unaccepted order when risk indicators remain unresolved or reasonable verification is not completed within the time stated in the request. It will apply these measures on a reasonable, risk-based, and nondiscriminatory basis. If an order is canceled, Manna Fund will promptly release an authorization hold or reverse or refund any amount charged. These measures do not eliminate an accepted-order, refund, privacy, or other nonwaivable obligation. Sections 2.2 and 13 address misuse and Account restrictions.

6. Shipping, Delivery, Risk of Loss, and Lost Packages

6.1 Timing.

Delivery and shipping dates or windows are estimates unless expressly guaranteed. If an Internet order cannot ship within the promised time, or within the legally applicable period when no time is stated, Manna Fund will give any required delay notice and the choice to consent to the delay or cancel for a prompt refund.

6.2 Access and Unattended Delivery.

You must provide an accurate address, safe and lawful access, delivery instructions, and a current contact method. If you authorize unattended delivery, retrieve and safely store the Products promptly after recorded delivery. This does not excuse negligent handling before delivery or waive a remedy for defective, adulterated, misdelivered, or improperly handled Products.

6.3 Title and Risk.

For a shipped or delivered consumer order, title and risk of loss remain with Manna Fund until the Products are physically delivered to you, an authorized recipient, or an unattended location you authorized, except where applicable law provides otherwise. If a nonconforming tender gives you a right of rejection, risk remains allocated as applicable law provides. A delivery photograph, scan, or carrier record is evidence but is not conclusive if reasonably disputed.

6.4 Lost-in-Transit Packages.

A package that has not been delivered to the authorized destination is treated separately from a claim about the condition or contents of a delivered package. Review available tracking and report non-delivery promptly. Manna Fund's third-party fulfillment supplier prints the shipping label using Manna Fund's own carrier account and is the shipper of record for the shipment. Because the carrier account is billed to Manna Fund, Manna Fund is the party that files, or causes to be filed, any carrier claim. Manna Fund may require you to provide a signed written statement confirming non-receipt and to cooperate with its carrier-claim investigation, including providing reasonably requested documentation or photographs. You will not be asked to file a claim with the carrier. If the package was lost before risk passed, Manna Fund will provide a replacement or refund, as appropriate. A supplier's, warehouse's, or carrier's internal procedure does not alter your contractual rights or the risk allocation in these Terms.

6.5 Shipping Terms and Shipping Policy.

Shipping and delivery terms are set forth in the Shipping Policy available at <https://www.mannafund.co/policies/shipping-policy>, which is incorporated by reference. As of the Effective Date those terms provide: Manna Fund accepts orders for delivery to addresses in the State of Colorado only, and does not ship to PO Boxes, APO or FPO addresses, Alaska, Hawaii, United States territories, or international destinations; orders reaching the fulfillment facility by 9:00 a.m. Mountain Time on a business day are typically shipped that day, and orders reaching it later, or on a weekend or bank holiday, are shipped on the next business day; shipments move Monday through Friday by UPS Ground residential service; shipping is charged at a seller-set flat rate by order-value tier disclosed before payment; orders are fulfilled from a third-party facility in Aurora, Colorado, which prints the shipping label using Manna Fund's carrier account and is the shipper of record, and ships directly to the delivery address; a single order may arrive in multiple cartons on different days; and no packing slip or invoice is enclosed in the carton, with order and tracking details instead provided by email. Manna Fund may change shipping rates, tiers, carriers, cutoff times, and served areas prospectively by updating the Shipping Policy; a change does not affect an order already accepted.

7. Inspection, Safety, Notice of Problems, Returns, and Refunds

7.1 Safety and Labels.

Inspect delivered Products and follow actual label, preparation, storage, expiration, allergen, and safety instructions. Do not consume a Product that appears damaged, adulterated, tampered with, spoiled, recalled, or outside a safe temperature range. Website content is not medical, dietary, or nutritional advice. Nothing waives rights arising from a recall, personal injury, or consumer-product defect.

7.2 Seventy-Two Hours for Readily Apparent Problems Only.

To the extent permitted by law, notify customer support within seventy-two hours after delivery of a readily apparent shipping or delivery problem discoverable through reasonable inspection of the delivered package, such as visible damage, leakage, apparent tampering, a wrong item, or an apparent shortage in the delivered contents. The parties agree that seventy-two hours is the notice period for those readily apparent problems so evidence and available carrier or supplier remedies can be preserved.

7.3 Non-Delivery, Latent Defects, and Safety Matters.

The seventy-two-hour period does not apply to a package that never arrived; a latent or concealed defect; spoilage or adulteration not reasonably apparent on inspection; a recall;

personal injury; or another safety or warranty issue that could not reasonably have been discovered within that period. For those matters, notify Manna Fund within a reasonable time after you discovered or should have discovered the problem, and report an urgent safety concern as soon as reasonably practicable. Nothing shortens a nonwaivable statutory or warranty right.

7.4 Evidence and Photographs.

When safe and reasonably practicable, preserve the affected Product, packaging, label, receipt, and delivery record until support provides instructions. Provide photographs as applicable and reasonably available; depending on the issue, they may show the Product, packaging, label, visible damage, or contents of an incomplete delivered shipment. No photograph is required for a package that never arrived or when photography would be impossible or unsafe. Manna Fund may request other reasonable evidence but will not impose an impossible or disproportionate proof requirement.

7.5 Return Instructions.

Do not ship or return a Product unless Manna Fund provides written return instructions. If Manna Fund authorizes or requires a physical return, it will provide a prepaid return label. A decision not to request a return does not determine whether you are entitled to a refund, replacement, or other remedy.

7.6 Final Sales; Verified Problems.

Except as required by law or expressly provided in these Terms, all sales are final, and routine returns or exchanges are not accepted. This policy does not limit any remedy for a verified shipping or delivery error or for a wrong, missing, damaged, unsafe, spoiled, misdescribed, recalled, or otherwise nonconforming Product. For a verified problem, Manna Fund will use commercially reasonable efforts to make it right, which may include replacement, redelivery, a partial or full refund, or another appropriate remedy. Do not return any Product unless Manna Fund provides written instructions and a prepaid return label.

7.7 Refund Method and Campaign Adjustment.

The Refund Policy at <https://www.mannafund.co/policies/refund-policy> restates this Section in plain language and is incorporated by reference; if it conflicts with these Terms, these Terms control. Approved monetary refunds ordinarily go promptly to the original payment method; the financial institution controls posting time. Store credit will not replace a legally required monetary refund without your consent. A refunded Product price and the tax charged on it are refunded together, as Section 5.3 provides. The order-level shipping charge is refunded only where nothing on the order ships. A Product refund may reverse related Campaign Proceeds. An optional tip is separate and follows Section 9 and its checkout disclosure.

8. Campaign Selection and Campaign Proceeds

8.1 Voluntary Selection and Attribution.

You may purchase without selecting a Campaign unless checkout clearly states otherwise. To support a Campaign, use its link or code or select it before checkout and review the beneficiary in the final order summary. Unless checkout permits allocation, one Campaign receives attribution; changes after fulfillment begins are not guaranteed, but a documented technical or clerical error may be corrected when lawful.

8.2 Benefit Disclosure.

The Campaign Page will identify the Organization, dates, qualifying Products or transactions, and the percentage or other disclosed formula that generates Campaign Proceeds. A statement such as “a portion benefits the school” does not replace a legally required specific benefit disclosure. The approved disclosure for each Campaign states that Manna Fund will pay the identified Organization a percentage of Manna Fund's Net Proceeds from each eligible completed order attributed to that Campaign, on the following schedule, based on the number of orders attributed to that Campaign in the calendar month in which the order is placed: thirty percent (30%) for orders one through one hundred fifty; thirty-five percent (35%) for orders one hundred fifty-one through four hundred; forty percent (40%) for orders four hundred one through one thousand; and forty-five percent (45%) for orders one thousand one and above. The applicable percentage is fixed at the time the order is placed, and the order count resets at the start of each calendar month. “Net Proceeds” and “eligible completed order” are defined in the Organization Campaign Agreement for that Campaign; in summary, Net Proceeds is what remains of the Product price after supplier cost, payment-processing fees, attributable shipping and fulfillment costs, taxes, optional tips, and refunded or credited amounts are excluded. There is no minimum contribution amount per order, and none is promised. Manna Fund may prospectively change the percentage schedule at its discretion by publishing an updated disclosure; a change does not apply to orders placed before the updated disclosure is published.

8.3 Nature of Campaign Proceeds.

Campaign Proceeds are a contractual amount Manna Fund pays to an Organization from qualifying sales under a separate Organization Campaign Agreement. They are not an amount owned or donated by the purchaser. The purchase price is not tax-deductible merely because the purchase generates Campaign Proceeds. Manna Fund does not provide tax advice.

8.4 Reporting and Privacy.

Manna Fund provides the selected Organization with aggregate Campaign reporting. Manna Fund discloses a purchaser's name, email address, and telephone number to the selected Organization only where the purchaser has affirmatively opted in at checkout to that sharing and the Organization has executed Manna Fund's Supporter Data Sharing Addendum, which restricts how the Organization may use that information. Opt-in is unchecked by default, is not a condition of purchase, and may be withdrawn at any time by contacting support, after which the Organization is required to stop using and delete the information. Manna Fund does not disclose payment information, delivery addresses, order contents, or optional tip amounts to an Organization at any time.

9. Optional Checkout Tip

9.1 Nature of the Tip.

Checkout may offer you the option to add a voluntary tip. A tip is paid to and retained by Manna Fund as business income for its own operations. A tip is not a charitable contribution, is not a donation, is not Campaign Proceeds, is not paid or passed through to any Organization, and does not increase the amount any Organization receives. Manna Fund will not describe a tip as benefiting an Organization, and no Organization may do so.

9.2 Checkout Disclosure.

Before authorization, checkout identifies the tip amount, states that Manna Fund retains it, and states that it is optional. The option is not preselected and is never required to buy Products or to support a Campaign.

9.3 Tax and Refund Treatment.

A tip is not tax-deductible. A tip is refundable on the terms disclosed at checkout and as required by law; contact support and Manna Fund will refund a tip on request where the order has not shipped, and will consider any other request in good faith.

9.4 Restricted Methods.

Manna Fund does not accept SNAP, EBT, or another restricted benefits-program payment method for any purchase or tip.

10. Recurring Orders, Promotions, and Credits

10.1 Recurring Services.

A one-time purchase does not enroll you in recurring service. Recurring orders and auto-replenishment are not currently offered. This Section applies only if and when Manna Fund makes such an arrangement available, and no cancellation or renewal obligation arises under it before that date. If Manna Fund offers auto-replenishment, membership, or another automatically renewing arrangement, enrollment will require separate affirmative consent after clear disclosure of recurring nature, price or pricing method, frequency, term, minimum obligation, and cancellation policy, and Manna Fund will provide a retainable acknowledgment, legally required notices, and a one-step online cancellation method for online enrollment after reasonable authentication.

10.2 Promotions and Gift Instruments.

Coupons, promotions, loyalty or referral benefits, credits, and gift instruments may have additional terms presented before use. Fraud or material abuse may result in cancellation. Purchased gift cards remain subject to applicable expiration, fee, redemption, and unclaimed-property law.

11. Intellectual Property, User Content, and Copyright

11.1 Ownership and Limited License.

Manna Fund and its licensors own the Services, software, interfaces, designs, databases, text, graphics, trademarks, and related materials, excluding user and third-party content. You receive a limited, personal, nonexclusive, nontransferable, revocable license to use the Services for lawful personal or household transactions. No source code, resale, sublicensing, scraping, or competing use is granted.

11.2 User Content.

You retain ownership of content you submit. You grant Manna Fund a nonexclusive, worldwide, royalty-free license to host, format, reproduce, display, transmit, moderate, and use it only to operate, secure, improve, and promote the Services, respond to you, enforce these Terms, and comply with law. Public content may be displayed publicly; private support content will not be used in public marketing without further permission. You represent that you have necessary rights and that the content is lawful.

11.3 Copyright.

Manna Fund may remove content that it reasonably believes infringes rights or violates law or these Terms. Manna Fund has not designated an agent under the Digital Millennium Copyright Act and does not currently host user-directed content for which safe-harbor registration is required. If Manna Fund later seeks that protection, it will register and publish a designated agent and maintain a compliant notice, counter-notice, and repeat-infringer process, and will identify the agent in Section 19. Until then, send a copyright complaint to the legal notices address in Section 19.

12. Privacy, Communications, and Electronic Records

12.1 Privacy and Security.

The Privacy Notice at <https://www.mannafund.co/policies/privacy-policy> explains Manna Fund's collection, use, disclosure, retention, and protection of personal data and available rights. Manna Fund will use reasonable safeguards and legally required processor contracts, incident response, breach notices, and Colorado privacy-request and appeal procedures. An Organization receives only aggregate Campaign reporting except as Section 8.4 provides.

12.2 Communications.

You agree to receive electronic records and communications reasonably necessary for an order, Account, Campaign selection, security event, recall, policy notice, or support request. Marketing email and text messages require the consent applicable law requires; marketing-text consent is not a condition of purchase, and opt-out instructions will be provided. An opt-out does not prevent necessary transactional or safety messages.

12.3 Electronic Records.

Your click or other electronic action intended as acceptance has the effect of a signature to the extent permitted by law. You need internet access, a current browser, a valid email address, and storage or printing capability. You may withdraw consent for future electronic records by contacting support, but that may prevent future use and does not affect completed transactions.

13. Account and Service Modification, Suspension, and Termination

13.1 Accounts.

You may stop using the Services and request Account closure, subject to accepted orders and lawful retention. Manna Fund may restrict or close an Account for fraud, payment abuse, material or repeated breach, security risk, unlawful conduct, risk to another person, or legal directive. When reasonably practicable, it will give notice and an opportunity to cure. Closure does not eliminate an accepted order, refund, Campaign accounting adjustment, privacy request, investigation, or dispute.

13.2 Services, Products, and Features.

Manna Fund may modify, suspend, or discontinue all or part of the Services, including marketplace, Campaign, Account, checkout, and other digital-interface functionality, and may stop offering a Product, seller, delivery area, payment method, or feature. When practicable, Manna Fund will provide reasonable advance notice of a material change or discontinuation that adversely affects active users. It may act without advance notice when reasonably necessary for security, fraud prevention, safety, a recall, legal compliance, loss of a material third-party service, or an operational emergency. Except for accepted orders and obligations imposed by

law, Manna Fund does not promise to continue any specific Product or feature. A service change does not retroactively alter an accepted order, permit retention of payment for an unfulfilled item, eliminate an accrued refund or privacy right, or avoid an obligation that survives termination. Any amendment to these Terms remains subject to Section 1.3.

14. Warranties and Disclaimers

14.1 Express Commitments.

Manna Fund warrants that it has authority to enter these Terms and will perform its express obligations. An express Product warranty stated in a listing or supplied by a manufacturer applies according to its terms.

14.2 Digital-Service Disclaimer.

EXCEPT FOR EXPRESS WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGITAL FEATURES OF THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” MANNA FUND DISCLAIMS IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THAT DIGITAL FEATURES WILL BE UNINTERRUPTED OR ERROR-FREE.

14.3 Consumer Products.

This disclaimer does not exclude an implied warranty of merchantability or another warranty for consumer goods where exclusion is prohibited or would require transaction-specific language or presentation not supplied here. It does not limit an express description, a remedy for adulterated or nonconforming food, or a duty arising from Manna Fund's status as seller or merchant of record.

14.4 Jurisdictional Limits.

Some jurisdictions do not allow exclusion or limitation of implied warranties. In those jurisdictions, disclaimers apply only to the maximum extent permitted, and required warranties remain for the minimum period required by law.

15. Limitation of Liability

15.1 Excluded Categories.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITY, OR DATA, ARISING FROM THE SERVICES, EVEN IF ADVISED THAT SUCH DAMAGE IS POSSIBLE.

15.2 Limited Digital-Service Cap.

For a claim by an individual arising solely from a free digital feature and not from a Product, payment, privacy or security incident, personal injury, property damage, or violation of law, Manna Fund's aggregate liability will not exceed the greater of one hundred dollars or the amount the individual paid Manna Fund in the twelve months before the event.

15.3 Exclusions and Maximum Lawful Effect.

The limitations do not apply to payment or refund obligations; death, personal injury, or physical property damage; defective, adulterated, recalled, or nonconforming Products; fraud; willful misconduct; gross negligence; breach of confidentiality or data-security duties; infringement or

misappropriation of intellectual property; indemnification obligations; or liability that applicable law prohibits limiting. Each limitation applies only to the maximum lawful extent.

16. Indemnification

16.1 Consumer Indemnity.

To the extent permitted by law, you will defend and indemnify Manna Fund and its affiliates, officers, employees, and service providers from a third-party claim arising from your unlawful conduct, fraud, knowing infringement, material violation of Section 2, or breach of your representations about User Content. This does not apply to the extent the claim was caused by an indemnified party's negligence, willful misconduct, breach, or violation of law. The indemnified party must give prompt notice and reasonable cooperation; delayed notice relieves an obligation only to the extent of material prejudice. No settlement may admit fault of or impose nonmonetary duties on an indemnified party without its consent, not unreasonably withheld.

17. Dispute Resolution: Notice, Mediation, Colorado State and Federal Courts, and Jury Waiver

17.1 Notice and Informal Resolution.

Before filing a lawsuit, a party must give the other party written notice describing the dispute and the relief requested. For fifteen business days after receipt, the parties will confer in good faith to try to resolve the dispute.

17.2 Nonbinding Mediation Required Before Suit.

If the dispute is not resolved, the parties must participate in good-faith, nonbinding mediation before filing a lawsuit. The parties will jointly select a neutral mediator. Manna Fund will pay the mediator's fees for a dispute with an individual consumer, and each party will bear its own attorneys' fees incurred in mediation. A party may seek temporary injunctive relief necessary to prevent imminent irreparable harm without first completing mediation.

17.3 Colorado State and Federal Courts.

After the mediation requirement is satisfied, any lawsuit arising out of or relating to these Terms or the Services must be brought in a Colorado state court or a federal court of competent jurisdiction located in Colorado. Each party consents to the personal jurisdiction and venue of those courts.

17.4 Mutual Jury-Trial Waiver.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN A LAWSUIT ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES.

17.5 Class and Representative Action Waiver.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU MAY ASSERT A CLAIM AGAINST MANNA FUND ONLY IN YOUR INDIVIDUAL CAPACITY. YOU MAY NOT COMMENCE, MAINTAIN, JOIN, OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL ACTION AGAINST MANNA FUND OR SEEK RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS.

17.6 Attorneys' Fees and Costs.

To the fullest extent permitted by law, the prevailing party in any lawsuit arising out of or relating to these Terms or the Services is entitled to recover its reasonable attorneys' fees and costs, including fees and costs incurred on appeal and in enforcing or collecting a judgment. The court will determine the prevailing party based on the overall relief obtained on the material disputed issues.

18. Governing Law and General Terms

18.1 Governing Law.

Colorado law governs these Terms without regard to conflict-of-laws principles, except federal law governs federal claims. This choice does not deprive an individual consumer of a nonwaivable protection of the jurisdiction where the consumer resides or completed the transaction.

18.2 Assignment.

Manna Fund may assign these Terms in a merger, reorganization, financing, sale of substantially all relevant assets, or transfer of the Services if the assignee assumes applicable obligations and the assignment does not materially reduce nonwaivable rights. You may not assign an Account without written consent.

18.3 Force Majeure.

A party is not liable for delay caused by an event beyond reasonable control if it uses reasonable efforts to mitigate and resume performance. Force majeure does not excuse refunding an unfulfilled order, protecting personal data, or paying an undisputed amount when systems are available.

18.4 Severability.

If a provision is unlawful or unenforceable, it will be enforced to the maximum lawful extent and reformed only as necessary; the remainder stays effective unless the invalid term defeats the agreement's essential purpose. Mediation, forum selection, and the jury waiver are independent; invalidity of one does not create an agreement to arbitrate.

18.5 Waiver, Entire Agreement, and Third Parties.

A waiver must be express and applies only to the specific instance. These Terms and incorporated transaction records are the entire agreement about their subject. Headings are for convenience; "including" is nonexclusive. Except for indemnified parties and identified licensors as to their intellectual property, no third party has beneficiary rights.

19. Contact Information and Legal Notices

Manna Fund legal name: Manna Fund, LLC

Physical mailing address: 840 Pendleton Ave., Longmont, CO 80504

Customer, refund, and delivery support: support@mannafund.co, (860) 712-2966, <https://www.mannatech.dev/support>

Legal notices: support@mannafund.co and the physical address above

Privacy requests and appeals: support@mannafund.co,
<https://www.mannafund.co/policies/privacy-policy>

Accessibility requests: support@mannafund.co

Published policies (Shipping, Refund, Privacy, Legal Notice): <https://www.mannafund.co/policies>

Copyright complaints: support@mannafund.co (no DMCA agent is currently designated; see Section 11.3)

A formal notice to Manna Fund is effective when received at both the designated email and mailing address, except where law permits another method. Ordinary support communications are not formal legal notice unless the same address is expressly designated for both.