

1 KEKER, VAN NEST & PETERS LLP  
SHARIF E. JACOB - # 257546  
2 sjacob@keker.com  
DAVID SILBERT - # 173128  
3 dsilbert@keker.com  
NICHOLAS S. GOLDBERG - # 273614  
4 ngoldberg@keker.com  
PUJA PARIKH - # 331823  
5 pparikh@keker.com  
NIALL ROBERTS - # 311929  
6 nroberts@keker.com  
MAILE YEATS-ROWE - # 321513  
7 myeatsrowe@keker.com  
NICHOLAS GREEN - # 323959  
8 ngreen@keker.com  
9 633 Battery Street  
San Francisco, CA 94111-1809

MORRISON & FOERSTER LLP  
MICHAEL A. JACOBS - #111664  
mjacobs@mofocom  
RICHARD S.J. HUNG - #197425  
rhung@mofocom  
SHAELYN K. DAWSON - #288278  
shaelyndawson@mofocom  
425 Market Street  
San Francisco, CA 94105  
Telephone: 415.268.7000  
Facsimile: 415.268.7522

H. CHRISTOPHER HAN - #295435  
chan@mofocom  
755 Page Mill Road  
Palo Alto, CA 94304  
Telephone: 650.813.5600  
Facsimile: 650.494.0792

Attorneys for Defendants  
CORNERSHOP TECHNOLOGIES, INC.,  
CORNERSHOP TECHNOLOGIES LLC,  
and DELIVERY TECHNOLOGIES US,  
INC.

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN JOSE DIVISION

17 MAPLEBEAR INC. DBA INSTACART,

18 Plaintiff,

19 v.

20 CORNERSHOP TECHNOLOGIES, INC.;  
21 CORNERSHOP TECHNOLOGIES LLC;  
22 DELIVERY TECHNOLOGIES US, INC.;  
DOES 1-10,

23 Defendants.

Case No. 5:21-cv-03633-SVK

**JOINT MOTION FOR ENTRY OF  
STIPULATED PERMANENT  
INJUNCTION & ORDER OF DISMISSAL**

Judge: Hon. Susan van Keulen

Date Filed: July 16, 2020

Trial Date: September 19, 2022

Pursuant to Federal Rules of Civil Procedure 41(a) and 65, and Local Civil Rule 7-12, Plaintiff Mapbear Inc. dba Instacart (“Instacart”) and Defendants Cornershop Technologies, Inc., Cornershop Technologies LLC, and Delivery Technologies US, Inc. (collectively, “Cornershop”) (Instacart and Cornershop, collectively, “the Parties”) respectfully submit this joint motion for entry of a stipulated permanent injunction and an order of dismissal with prejudice. The Parties have agreed to settle the above-captioned case. In connection with the Settlement Agreement, the Parties have agreed to the entry of a Stipulated Permanent Injunction and Order of Dismissal, in the form attached hereto as a Proposed Order. Accordingly, the Parties jointly move the Court to enter the Stipulated Permanent Injunction and Order of Dismissal. Each Party agrees that the Court may retain jurisdiction to enforce the terms of the Stipulated Permanent Injunction and the Settlement Agreement. Each Party agrees to bear its own costs, attorneys’ fees, and expenses.

Dated: January 6, 2022

By: KEKER, VAN NEST & PETERS LLP

*/s/ Sharif E. Jacob*

SHARIF E. JACOB  
DAVID SILBERT  
NICHOLAS S. GOLDBERG  
SARAH SALOMON  
PUJA PARIKH  
NIALL ROBERTS  
MAILE YEATS-ROWE  
NICHOLAS GREEN

Attorneys for Plaintiff  
MAPLEBEAR INC. DBA INSTACART

Dated: January 6, 2022

By: MORRISON & FOERSTER LLP

*/s/ Michael A. Jacobs*

MICHAEL A. JACOBS  
RICHARD S.J. HUNG  
SHAELYN K. DAWSON  
H. CHRISTOPHER HAN

Attorneys for Defendants  
CORNERSHOP TECHNOLOGIES, INC.,  
CORNERSHOP TECHNOLOGIES LLC,  
and DELIVERY TECHNOLOGIES US,  
INC.

**ATTESTATION**

Pursuant to Civil Local Rule 5-1(i)(3), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content, and have authorized the filing.

Dated: January 6, 2022

/s/ Sharif E. Jacob  
SHARIF E. JACOB

**[PROPOSED] ORDER ENTERING STIPULATED PERMANENT INJUNCTION &  
ORDER OF DISMISSAL**

Plaintiff Maplegear Inc. dba Instacart (“Instacart”) filed the above captioned lawsuit on July 16, 2020, together with a motion for a preliminary injunction. Instacart’s suit alleges that Defendants Cornershop Technologies Inc., Cornershop Technologies LLC, and Delivery Technologies US, Inc. (collectively, “Cornershop”) scraped Instacart’s Platform and misappropriated Instacart’s copyrighted product images and data. Instacart asserts that Cornershop’s conduct violated the Computer Fraud and Abuse Act (“CFAA”), the Copyright Act, the Digital Millennium Copyright Act, the Texas Harmful Access by a Computer Act (“THACA”), the Texas common law of unfair competition, and breached its contracts with Instacart.

The Parties entered into a stipulated preliminary injunction on September 23, 2020 and have now reached an agreement to settle the remaining outstanding matters in dispute. In connection with their settlement agreement, the Parties have agreed to consent to the entry of a permanent injunction as follows:

**DEFINITIONS**

1. For the purposes of this Order, the term “scraping” shall refer to any system, method, process, or technique by which a computer, computer system, application programming interface, computer program, application, or other logical operation extracts, copies, translates, makes a derivative from, or otherwise records data from any third-party website or application.

2. For the purposes of this Order, “affiliate” shall refer to any person or entity related to, associated with, contracted with, partnered with, in a joint venture with, owning, owned by, operated by, under common control with as of the date of this Order, under the direction of, or with the ability to direct or control Cornershop or any parent or subsidiary thereof, as well as any current and former principal, officer, director, manager, general partner, employee, agent, servant, vendor, parent company, or subsidiary of any such person or entity, including that person or entity’s advisors, consultants, contractors, attorneys, accountants, predecessors, successors, assigns, heirs, administrators, executors, supervisors, or representatives.

3. For the purposes of this Order, (a) “platform” shall refer to a party’s owned or

operated technology platform, whether accessed by a web-based browser or phone-based application, that processes customer orders placed on virtual retailer storefronts, as well as the application through which the independent service providers with whom a party contracts using the platform receive those orders; and (b) “Instacart platform” shall mean any such platform that is visibly identified as, disclosed to Cornershop, or otherwise known by Cornershop to be owned or operated by Instacart or any entity that Instacart controls, is controlled by, or is under common control with Instacart, directly or indirectly.

4. Use of the singular also includes the plural and vice-versa, even for the above defined terms.

5. The words “or” and “and” shall be read in the conjunctive and in the disjunctive wherever they appear, and neither of these words shall be interpreted to limit the scope of this Order.

### ORDER

The Court finds that entrance of this injunction is necessary to effectuate the Parties’ Settlement Agreement and **HEREBY ORDERS** that Cornershop and its officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with any of the foregoing, are hereby **ENJOINED** from:

1. Displaying, publishing, reproducing, or distributing any copies or derivatives of any of Instacart’s copyrighted images, including without limitation those images identified in Exhibit S of the Romaniuk Declaration attached to Instacart’s Motion for Preliminary Injunction;

2. Scraping, or facilitating the scraping of, any Instacart platform, or otherwise copying or facilitating the copying of portions of any Instacart platform, in excess of the license granted by the Terms of Service, in the form attached hereto as Exhibit A;

3. Otherwise accessing and using any Instacart platform in excess of the license granted by the Terms of Service, in the form attached hereto as Exhibit A; and

4. Using or displaying any original or altered computer files, data, or other information including but not limited to package information, file names, metadata, and catalog information such as pricing, product information, and product availability, originating from

1 scraping by Cornershop or its affiliates or at Cornershop's or its affiliates' direction, at any time,  
2 of any Instacart platform, on any platform operated by Cornershop or its affiliates. The foregoing  
3 sentence shall expire as to Cornershop's affiliates (but not as to Cornershop) after a period of  
4 eighteen (18) months.

5 5. Using or displaying any original or altered Instacart copyrighted images,  
6 originating from scraping by Cornershop or its affiliates or at Cornershop's or its affiliates'  
7 direction, at any time, of any Instacart platform, on any platform operated by Cornershop or its  
8 affiliates.

9 6. For avoidance of doubt, the foregoing paragraphs shall not prohibit (a) by a natural  
10 person, the viewing, use of, or interaction with an Instacart platform through a browser or  
11 Instacart-provided mobile application; or (b) Cornershop or its affiliates from:

12 (i) accessing with a computing device, or

13 (ii) using (but not displaying) information originating from,  
14 any Instacart platform solely for purposes of platform comparison.

15 **IT IS FURTHER ORDERED** that, for a period of three (3) years beginning with the  
16 date of entry of this Order, if Instacart has good cause to believe that Cornershop is not in  
17 compliance with the terms of this Order, Instacart may request from Cornershop or apply to the  
18 Court for, as set forth below, permission to have the Berkeley Research Group ("BRG") conduct  
19 an audit of Cornershop's systems, servers, and data stores supporting Cornershop service  
20 offerings that compete with Instacart service offerings. Instacart shall use reasonable efforts to  
21 inform Cornershop, in writing (via email or another method), of its intention to initiate an audit  
22 based on Instacart's good-faith belief that Cornershop has failed to comply with the terms of this  
23 Order. Contemporaneous with Instacart's communication of its intention to initiate an audit,  
24 Instacart shall provide Cornershop, in writing (via email or another method) a specific  
25 identification of information Instacart believes to be on Cornershop's systems, servers, and data  
26 stores in violation of this Order. This identification need not be exhaustive, but shall include  
27 specific examples of the information founding Instacart's good-faith belief. The forensic audit  
28 will consist of a combination of an on-site and in person audit as well as a remote audit. Instacart

1 and Cornershop agree to jointly schedule the audit as soon as practicable. As part of the forensic  
2 audit, Cornershop will make available the necessary personnel and will provide all necessary  
3 access to its data, systems, and servers to enable the auditor to perform an audit. For example,  
4 and without limitation, the forensic audit may include providing the auditor with credentials to  
5 access Cornershop's AWS environment that is understood to house the data and images that  
6 comprise product images, file names, and/or listings on its platform. In the event the auditor  
7 determines that Cornershop is not in compliance with the terms of this Order, Cornershop shall  
8 bear all cost associated with the auditor; in the event the auditor does not make that  
9 determination, Instacart shall bear such cost. Both parties agree that the audit process shall be  
10 tailored to the severity of the suspected non-compliance.

11 **IT IS FURTHER ORDERED** that, should Instacart assert a request to initiate an audit  
12 based on Instacart's good-faith belief that Cornershop has failed to comply with this Order,  
13 Cornershop shall have five (5) calendar days to serve a written response informing Instacart it  
14 does not consent to the audit. Should Cornershop fail to serve the written response within that  
15 time, Cornershop must submit to the audit provided for by this Order. If Cornershop timely  
16 serves a written response and does not consent to the audit, the parties will thereafter meet and  
17 confer. In the event that they are unable to resolve the dispute, Instacart shall have fourteen (14)  
18 calendar days thereafter, in the absence of an extension agreed upon by the parties or entered by  
19 the Court, to file a motion to conduct an audit pursuant to this Order, which shall be granted upon  
20 a showing that it is more likely than not Cornershop has failed to comply with this Order.

21 **IT IS FURTHER ORDERED** that any inspection by BRG pursuant to this Order shall  
22 be conducted pursuant to appropriate confidentiality restrictions to protect Cornershop's  
23 proprietary information and that, in particular, information obtained through the audit will be used  
24 solely to enforce compliance with this Order and for no other purpose.

25 **IT IS FURTHER ORDERED THAT**, before filing any Motion for an Order to Show  
26 Cause Why Cornershop Should Not Be Held in Contempt or any other motion arising out of this  
27 Injunction, Instacart shall provide Cornershop, in writing (via email or another method), notice of  
28 Cornershop's violation of this Order. Cornershop shall take prompt action, and no later than

1 fourteen (14) days from Cornershop's receipt of such written notice from Instacart, Cornershop  
2 shall cure the violations and provide written verification thereof. If Instacart disagrees that  
3 Cornershop has cured the alleged violation, Instacart shall give notice to Cornershop, and the  
4 parties shall meet and confer within ten (10) business days of receipt of such notice in a good  
5 faith attempt to resolve the dispute. If thereafter, there is no such resolution, Instacart may seek  
6 appropriate relief from the Court.

7 The Court retains jurisdiction to enforce, modify, extend, or terminate this Order as the  
8 equities may require upon a proper showing.

9 **ORDER OF DISMISSAL**

10 **IT IS FURTHER ORDERED** that except as to the injunctive relief provided pursuant to  
11 this Order, this action is dismissed with prejudice, with each party bearing its own attorney's fees  
12 and costs. The court shall retain jurisdiction to enforce this Stipulated Permanent Injunction and  
13 Order of Dismissal and the Settlement Agreement between the Parties.

14  
15  
16 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
HON. SUSAN VAN KEULEN  
UNITED STATES MAGISTRATE JUDGE



## **EXHIBIT A**

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# Terms of Service

**Last updated: February 18, 2021**

Thank you for using Instacart! These Terms of Service (“Terms”) govern your use of the Instacart services, including Instacart’s website, Instacart’s mobile applications, APIs, and any websites (or portions thereof) or mobile applications that are operated by Instacart (collectively, the “Services”), and are entered into by you and Maplebear Inc. (d/b/a Instacart), a Delaware corporation (“Instacart”). This Agreement applies to all visitors, users, and others 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.

SECTION 13 (“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 13 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 comprise 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 services provided by Third Party Providers are provided by third-party independent contractors who are not employed by Instacart. You acknowledge that Instacart does not supervise, direct, or control the performance of services provided by Third Party Providers to you or for your benefit.

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 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 a credit card authorization for your credit card on file with Instacart to cover the cost of the goods you have purchased from the retailer and any separate Instacart fees, and your card 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, service fees, alcohol service fees, and heavy order fees. Your card 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 or weight adjustments. Retailers set the prices of the goods on the Services, and some Retailers may set prices for goods on the Services that are different than in-store prices. You can view each Retailer's pricing policies on their storefront 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 credit card 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 and Instacart's 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 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" the Services through automated means or "frame" any part of the Services), and you may not interfere or attempt to disrupt the Services.

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). You retain all rights in any content that you upload or submit, and are solely responsible for that content. 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, and distribute any such content 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 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.

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 and you will respect those who you encounter in your use of the Services, including Third Party Providers and Instacart personnel, including individuals who support Instacart's Help Center. Instacart reserves the right to decline orders, refuse partial or full delivery, terminate accounts, and/or cancel orders at any time in its sole discretion.

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.

## 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. You may also opt-out of receiving 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 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 Express

Instacart Express is a membership program that waives the delivery fee and reduces certain service fees for scheduled deliveries on orders over \$35 (the "Instacart Express Benefits") with each Retailer placed through the Services for a monthly or yearly subscription fee. Instacart Express Benefits may differ on certain Retailer's white label sites that are powered by Instacart. Generally, Instacart gift cards and/or credits cannot be used to pay for the Instacart Express subscription fee. Deliveries made by Third Party Providers via Instacart Express are subject to availability. You acknowledge that your Instacart Express membership does not entitle you to faster delivery times or priority time slots. Service fees, alcohol service fees, heavy order fees, special handling fees, taxes and/or tips may still apply. For combinations with other offers, restrictions may apply.

UNLESS YOU CANCEL, BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR INSTACART EXPRESS MEMBERSHIP WILL AUTOMATICALLY RENEW, AND THE APPLICABLE MEMBERSHIP FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL WITH AN ACTIVE CREDIT OR DEBIT CARD 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 Express membership (monthly or yearly) and will be charged on the billing date indicated on your “Your Account” page. In certain circumstances, your billing date may change. For instance, if we are unable to successfully charge your card for the Instacart Express membership fee on a given day (e.g., a Federal holiday or technical failures). Instacart Express membership fees are fully earned upon payment.

If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your Instacart Express membership. If you do not want to have your card automatically updated, you can opt out of these services by contacting your issuing bank. 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 Account” page under the “Express” section. All billing information you provide to us must be truthful and accurate and you represent that you are authorized to use the card in the manner contemplated here. If the card 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 Express membership, until we have successfully charged a valid credit or debit card.

If you do not want your membership to automatically renew, you can cancel your Instacart Express membership at any time using this [link](#) or on your “Your Account” page under the [Express](#) section. You may cancel your Instacart Express membership within the first fifteen (15) calendar days of your paid Instacart Express membership term and receive a refund of the Instacart Express membership fee you paid, but only if you have not placed any orders using your Instacart Express membership. If you cancel at any other time, you will not receive a refund, but you can continue to enjoy the benefits of your Instacart Express membership through the end of your paid membership term. Additional instructions on how to manage your Instacart Express membership are available in the Help Center.

From time to time, Instacart offers some users trial or other promotional memberships to Instacart Express. 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. When the free trial or promotional membership period has expired, Instacart will automatically charge you the applicable Instacart membership fee to the credit or debit card on file with Instacart. If you cancel your Instacart Express membership before the free trial or promotional membership period has expired, Instacart will not charge you for the subsequent Instacart Express membership term. Instacart may change the monthly or annual fee charged for Instacart Express membership at any time, but any such fee change will not apply to current Instacart Express members until such time as their current memberships expire and their memberships are renewed for another term.

We may change other terms or conditions applicable to Instacart Express from time to time. Any new or renewed Instacart Express memberships will be subject to the terms of service active at that time and displayed when you sign up for Instacart Express. Instacart may also make such changes with respect to current Instacart Express memberships. In that case, Instacart will provide you with notice at checkout of the changes and when those changes will take effect. If you disagree with the changes to your current Instacart Express membership terms of service, you may cancel your Instacart Express membership.

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

## 4. Instacart Coupons

Instacart Coupons are manufacturer's coupons that are automatically applied to qualifying products upon purchase to help users save money on the products they love. Coupons are available for a limited time only and may be subject to certain restrictions and subject to related manufacturers' terms. Coupons are subject to change, cancellation, or expiration at any time. 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 apply only 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. Coupons are issued and paid by the manufacturer of the advertised product and are valid only when applied to the qualifying product. 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 may not be combinable with mail-in rebates. Coupons are only good while supplies last and are void where restricted or prohibited by law.

You can find more information about Instacart Coupons and other promos and credits [here](#).

## 5. 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. You also understand that you will need to contact the Retailer if you have any questions regarding your membership or the management of your account.

## 6. 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 or agree that, upon delivery of alcohol products by the Third Party Provider, the recipient will provide valid government-issued identification which may be scanned by the Third Party Provider proving their age to the Third Party Provider delivering the alcohol products, that the recipient will not be intoxicated when receiving delivery of such products, and that alcohol has not been purchased with the intent to resell the alcohol or provide the alcohol to someone who is not of legal drinking age. 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).

## 7. 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 Express. 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 valid government-issued identification which may be scanned by the Third Party Provider proving their age to the Third Party Provider delivering the prescription drug products, 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 that no pharmacy-patient relationship nor 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.

## 8. SNAP/EBT

Instacart allows customers in the U.S. to pay for online orders of 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>

## 9. 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). 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.

## 10. 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 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 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 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.

## 11. LIMITATION OF LIABILITY

IN NO EVENT SHALL INSTACART (INCLUDING ITS 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 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 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.

## 12. Indemnification

You agree to defend, indemnify and hold harmless Instacart and its officers, directors, employees, agents, shareholders, 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 regulation; (ii) any third party's access or use of the Services using

your Instacart user account; or (iii) any dispute or issue between you and any third party, including without limitation any Retailer or other Third Party Provider.

## 13. Disputes & Arbitration

This Section 13 (the “Arbitration Agreement”) applies to and governs any dispute, controversy, or claim between you and Instacart that arises out of or relates to: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Services, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Services, including any goods or services purchased or sold through, by, or using the Services; or (d) any other aspect of your relationship or transactions with Instacart as a consumer.

Before initiating proceedings against Instacart, you agree to contact Instacart first and attempt to work out any such dispute amicably.

### **For residents of the United States, you agree to the following mandatory arbitration provisions:**

**Mandatory Arbitration:** 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 arising at any time out of or relating to: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (ii) access to or use of the Services, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Services, including any goods or services purchased or sold through, by, or using the Services; or (iv) any other aspect of your relationship or transactions with Instacart as a consumer.

Notwithstanding this mandatory arbitration provision, (a) you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis, and (b) you and Instacart each retain the right 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.

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

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 the claimant’s state of residence.

**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.

**CLASS, COLLECTIVE, 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.

**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](mailto: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.

**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](http://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.

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 ("Arbitration Fees") and each party will be responsible for their own Arbitration Fees under those Rules or to the maximum extent permitted by law.

**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, 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 (“ADR Services Arbitration Fees”), but in no event will you be responsible for any portion of those fees in excess of the initial filing fee. After you pay your portion of any initial filing fee, Instacart shall pay any remaining costs and expenses unique to arbitration, including, without limitation, the arbitrator’s fees and any ADR Services administrative or case management expenses.

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.

## 14. 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 the all or part of the Services at any time without notice. In the event of Termination, Section 1 and Sections 4-19 survive and continue to apply to you.

## 15. 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 13 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 13 (Disputes & Arbitration) 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 13 (Disputes & Arbitration) 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.

## 16. 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.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. Copyright and Trademark Policy

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 repeatedly 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](mailto: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).

## 21. 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](mailto: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).

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