

Terms of Use

Last updated September 23, 2026 · Effective September 23, 2026

Read sections 5, 20 and 22 in particular. Section 5 says that dates and estimates in PantryPalz are guidance only and that deciding whether food is safe to eat is your responsibility. Section 20 limits what we can owe you. **Section 22 requires most disputes to go to individual arbitration and waives class actions and jury trials, and it gives you 30 days to opt out of that.**

1. Agreeing to these terms

These Terms of Use are a legally binding agreement between you and us. **By downloading, installing, opening or using the PantryPalz app, or by using this website, you agree to them.** If you do not agree, do not use PantryPalz and delete the app.

Our [Privacy Policy](#) explains how information is handled and is incorporated into these terms by reference.

2. Who we are

PantryPalz is operated by **Kenneth Alvarez, a sole proprietor doing business as PantryPalz**, in the State of California, United States. In these terms, "we", "us" and "our" mean PantryPalz. "You" means the person using the app or this website.

PantryPalz is an iPhone app for keeping track of the food in your fridge, freezer and pantry, being reminded before it needs using, keeping shopping lists, and matching recipes to the food you have.

Our contact address for legal notices is support@pantrypalz.com.

3. Who may use PantryPalz

- PantryPalz is not directed to children under 13. You must be at least **13 years old**, or at least **16** if you are in the European Economic Area or the United Kingdom, or the minimum age of digital consent in your country if it is higher.
- You must be able to form a binding contract where you live, and you must not be barred from doing so under any applicable law.
- If you are under 18, you may use PantryPalz only with the involvement of a parent or guardian, who agrees to these terms on your behalf and is responsible for your use, including any purchase.

4. Electronic communications

You consent to receive communications from us electronically, including in the app, through notifications you allow, and by email if you write to us. You agree that electronic notices, agreements and disclosures satisfy any legal requirement that they be in writing.

5. Food safety, dates and assumption of risk

This is the most important section in this document. Please read all of it.

PANTRYPALZ IS A TOOL FOR KEEPING TRACK OF FOOD. IT IS NOT A FOOD SAFETY AUTHORITY, NUTRITIONIST, DIETITIAN, DOCTOR OR ANY OTHER LICENSED PROFESSIONAL, AND NOTHING IN THE APP OR ON THIS WEBSITE IS FOOD SAFETY, MEDICAL, DIETARY, NUTRITIONAL OR PROFESSIONAL ADVICE.

Everything in PantryPalz is provided for general information only.

YOU SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY SEEKING IT, BECAUSE OF ANYTHING PRESENTED IN PANTRYPALZ.

5.1 Dates, estimates and reminders are guidance only

- **Estimated dates** are based on general storage times for a kind of food. They are labelled as estimates. They cannot know how your food was produced, transported, stored or handled, or the temperature of your fridge or freezer.
- **Opened, frozen and thawed windows** are general guidance, not a safety date.
- **Printed dates** come from the package or from what you enter or confirm. Text recognition can misread a date, and you are responsible for checking it before you save it.
- **Reminders** are scheduled on your device and depend on your notification settings, your device and its operating system. We do not guarantee that any reminder will be delivered, or delivered on time.
- **An item shown as "Good", or not flagged, is not a statement that it is safe to eat.**

ANY DATE, ESTIMATE, STATE OR REMINDER IN PANTRYPALZ SHOULD BE USED AS A GUIDE ONLY. YOU MUST CHECK THE PACKAGING AND THE FOOD ITSELF AND USE YOUR OWN JUDGMENT. IT REMAINS YOUR RESPONSIBILITY TO ENSURE THAT ANY FOOD YOU EAT OR SERVE IS SAFE TO CONSUME.

WHEN IN DOUBT, THROW IT OUT.

5.2 Allergens and product information

Product names and any ingredient or allergen information shown for a barcode come from Open Food Facts, a database built by volunteers. **It may be incomplete, wrong or out of date**, and manufacturers change recipes without notice. **PANTRYPALZ NEVER STATES, WARRANTS OR IMPLIES THAT ANY FOOD, PRODUCT OR RECIPE IS SAFE FOR ANY ALLERGY OR INTOLERANCE.**

ALWAYS READ THE LABEL ON THE PACKAGE IN FRONT OF YOU. You are solely responsible for knowing about any allergy, intolerance or medical condition you or anyone you feed may have, and for checking products before use. Some foods interact with medicines, and PantryPalz does not check for this. Ask your doctor or pharmacist.

5.3 Recipes and cooking

Recipes you import come from third-party publishers and are not reviewed by us. Quantities, times, temperatures and instructions may be wrong. **You are responsible for cooking food to a safe temperature**

and for following the food safety guidance of the authority where you live, such as the USDA or FDA in the United States. Quantity changes made by Cook & use are estimates of what you used.

5.4 Assumption of risk

YOU ACKNOWLEDGE THAT STORING, PREPARING, COOKING, SERVING AND EATING FOOD INVOLVES INHERENT RISKS, INCLUDING FOODBORNE ILLNESS, ALLERGIC REACTION, BURNS AND CUTS. YOU KNOWINGLY AND VOLUNTARILY ASSUME THOSE RISKS. YOU ARE SOLELY RESPONSIBLE FOR THE SAFE SELECTION, STORAGE, HANDLING, PREPARATION, COOKING, SERVING AND CONSUMPTION OF ALL FOOD, AND FOR ANYONE YOU SERVE IT TO. SUBJECT TO SECTION 20.1, WE ARE NOT LIABLE FOR ANY ILLNESS, INJURY OR LOSS ARISING FROM FOOD YOU EAT, SERVE OR THROW AWAY.

6. Your license to use PantryPalz

We grant you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the PantryPalz app on Apple-branded devices that you own or control, for your own personal, non-commercial use, in accordance with these terms and the Usage Rules in Apple's Media Services Terms and Conditions.

We reserve all rights not expressly granted. The app is licensed, not sold.

7. Apple terms

The following applies because PantryPalz is distributed through the Apple App Store.

- **These terms are between you and us only, not with Apple.** We, not Apple, are solely responsible for the app and its content.
- **Apple has no obligation to provide any maintenance or support** for the app.
- **If the app fails to conform to any applicable warranty**, you may notify Apple, and Apple will refund the purchase price you paid for the app, if any. To the maximum extent permitted by law, Apple has no other warranty obligation of any kind with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty are our responsibility, to the extent they are not disclaimed in these terms.
- **We, not Apple, are responsible for addressing any claims** by you or a third party relating to the app or your possession or use of it, including product liability claims, any claim that the app fails to conform to a legal or regulatory requirement, and claims arising under consumer protection, privacy or similar legislation.
- **If a third party claims that the app or your possession or use of it infringes their intellectual property rights, we, not Apple, are responsible** for the investigation, defense, settlement and discharge of that claim.
- You represent that you are not located in a country subject to a United States Government embargo or designated as a "terrorist supporting" country, and that you are not listed on any United States Government list of prohibited or restricted parties.
- You must comply with applicable third-party terms, such as your wireless data service agreement, when using the app.

- Questions, complaints or claims about the app go to us at support@pantrypalz.com.
- **Apple and its subsidiaries are third-party beneficiaries of these terms, and on your acceptance of them, Apple will have the right, and is deemed to have accepted the right, to enforce them against you as a third-party beneficiary.**

8. Your account, and your data

8.1 You need an account

PantryPalz needs an account. You create one at the end of setup with an **email address and a password**. There is no Apple, Google or Facebook login. The account is what lets PantryPalz Pro follow you to a new phone. If you sign out, PantryPalz asks you to sign in again before you carry on; your food stays on the device either way.

Your password is your responsibility. Choose one you do not use anywhere else, keep it to yourself, and tell us at once if you think somebody else has it. **You are responsible for what happens under your account**, except where the law says otherwise. We store your password only as a one-way hash and cannot read it, which is why a forgotten password is replaced with a code we email you rather than looked up. We may refuse a password that is too short or that appears in a known breach list.

- **One account per person.** The account is for your own personal use. Keep your Apple Account secure; anything done while you are signed in on your device is treated as done by you.
- **What the account holds.** Only your sign-in: an account ID and the email address Apple provides. It does not hold your food list, receipts or recipes, and signing in does not copy them to a new phone.
- **PantryPalz Pro and your account.** While you are signed in, your PantryPalz Pro purchase is linked to your account so it can be restored when you sign in on another device. Purchases remain governed by Apple and section 9.
- **Signing out** (Settings > Account > Sign out) removes the sign-in from that device. Your food stays on the device.
- **Deleting your account.** You can delete your account at any time in **Settings > Account > Delete account**. This deletes the account, your email address and your password hash, and cannot be undone. **It does not delete the food on your device and does not cancel a subscription**, which you cancel with Apple (section 10). If you create a new account later, a subscription bought while signed in to the old account may need to be restored with Restore purchases.
- We may suspend or delete an account that is used in breach of section 12, and we may delete accounts if we discontinue the app (section 17).

8.2 Your data

Your food list, history, shopping lists, saved recipes and settings are stored on your device, and in any device backups you choose to make. **We do not hold a copy, whether or not you have an account.** That means we cannot recover your data if your device is lost, damaged or reset, or if you delete the app or use Delete all my data. You are responsible for your own backups.

Usage analytics. PantryPalz records how the app is used, without your food names, receipts or recipe links, to improve it. You can turn this off in Settings > Privacy > Share usage analytics. See our [Privacy Policy](#).

How information is handled, including the requests the app makes over the network, is described in our [Privacy Policy](#).

9. Free plan, PantryPalz Pro and automatic renewal

9.1 What is free

The food list, reminders, barcode scanning, shopping lists and recipe matching are free. **The free plan includes 4 receipt scans and 10 recipe imports per calendar month.** Unused free scans and imports do not carry over. We may change what the free plan includes, and we will describe any change in the app.

9.2 PantryPalz Pro

PantryPalz Pro gives you unlimited receipt scans and unlimited recipe imports. It is offered as:

- **PantryPalz Pro Monthly: \$7.99 per month**, an auto-renewing subscription.
- **PantryPalz Pro Yearly: \$39.99 per year**, an auto-renewing subscription, which may include a free trial where offered.
- **PantryPalz Pro Lifetime: \$79.99**, a one-time purchase that does not renew.

These are United States prices. **Prices may vary by country and the App Store shows the price in your local currency**, including any taxes Apple applies, before you confirm. "Unlimited" is subject to section 12, which prohibits automated or abusive use.

9.3 Automatic renewal, stated plainly

MONTHLY AND YEARLY PLANS ARE AUTOMATICALLY RENEWING SUBSCRIPTIONS. THEY CONTINUE, AND YOU ARE CHARGED EACH PERIOD, UNTIL YOU CANCEL.

- Payment is charged to your Apple Account at confirmation of purchase, or at the end of a free trial if you started one.
- **The subscription renews automatically** for the same period and at the then-current price **unless it is cancelled at least 24 hours before the end of the current period.**
- Your Apple Account is charged for renewal within 24 hours before the end of the current period.
- You can manage and cancel your subscriptions in your Apple Account settings on your device after purchase. See section 10.
- All purchases, billing, renewals and cancellations are handled by **Apple**. We never see or store your payment card details.

9.4 Free trials

Where a free trial is offered, its length is shown on the purchase screen before you confirm. **If you do not cancel at least 24 hours before the trial ends, you are charged for the first yearly period automatically.** Any

unused part of a free trial is forfeited when you purchase a subscription, where Apple's rules provide for that. Trials may be limited to one per person or Apple Account.

9.5 Price changes

We may change prices. **A price change applies only to renewals after it takes effect, never retroactively.** Apple notifies you in advance and, where required by law or Apple's rules, asks for your consent before charging a higher price. If you do not accept a new price, cancel before your renewal date.

9.6 Lifetime purchase

"Lifetime" means PantryPalz Pro remains active on your Apple Account for as long as we offer and support the PantryPalz app. It does not refer to your lifetime or ours, and it does not guarantee that the app will be offered or updated indefinitely. See section 17. It can be restored on your other devices with Restore purchases.

9.7 If PantryPalz Pro ends

If your subscription ends, you return to the free plan. **Your food list, shopping lists and saved recipes stay on your device.** Only the monthly limits in section 9.1 apply again.

10. Cancelling

You can cancel at any time, including during a free trial, in a few taps. Subscriptions are managed by Apple, so cancellation happens in your Apple Account rather than inside PantryPalz:

- Open **Settings** on your iPhone.
- Tap your name, then **Subscriptions**.
- Tap **PantryPalz**, then **Cancel Subscription**.

You can also cancel at apps.apple.com/account/subscriptions. Step-by-step instructions are in our [Help Center](#).

Cancel at least 24 hours before the end of the current period to avoid being charged for the next one. You keep PantryPalz Pro until the end of the period you have already paid for. We will never require you to call anyone, wait on hold or explain yourself.

Deleting the app, using Delete all my data, or deleting your account does not cancel a subscription. If you have any difficulty cancelling, email support@pantrypalz.com and we will help.

11. Refunds and your right to withdraw

Purchases are made through Apple, so **refunds are handled by Apple under Apple's policies, not by us.** Request one through Apple's [Report a Problem](#) page. We will help you through the process, but we cannot issue a refund ourselves and we do not control Apple's decision.

Nothing in this section limits any statutory refund or withdrawal right you have where you live.

11.1 Consumers in the EU and the UK

If you are a consumer in the European Union or the United Kingdom, **you have a statutory right to withdraw from a purchase of digital content or services within 14 days without giving a reason.** By asking for PantryPalz Pro to start immediately, you acknowledge that you may lose that right once performance has begun or the digital content has been supplied, to the extent the law allows. Withdrawal requests for App Store purchases are processed by Apple through [Report a Problem](#), and we will help if you write to us.

11.2 Consumers in Australia

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. **You are entitled to a replacement or refund for a major failure, and to compensation for any other reasonably foreseeable loss or damage.**

12. Acceptable use

You agree not to:

- Use PantryPalz for any commercial purpose, or to run a food business, without our written permission.
- Use scripts, bots or any automated means to import recipes, scan receipts, query barcodes or otherwise access the app, this website or the services the app connects to, or place an unreasonable load on them, including on Open Food Facts.
- Use PantryPalz to copy, republish or redistribute recipes or other content you do not have the right to use.
- Reverse engineer, decompile or disassemble the app, except to the extent that right cannot be excluded by law.
- Circumvent, disable or interfere with any purchase, entitlement, limit or security mechanism.
- Use PantryPalz to break any law, infringe anyone's rights, or harm anyone.
- Probe, scan or test the vulnerability of this website or any related system, except as a good-faith security report sent to us under our [security contact](#).

We may suspend or end your access to paid features or the app if you breach this section, and we may do so without notice where the breach is serious or ongoing.

13. Recipes and content you bring in

You can import a recipe by sharing a link, pasting a link, finding it with recipe search or web search, or typing it, and you can add receipts, photos, receipt text and files, and your own notes. That material is **your content**.

- **Imported recipes belong to their publishers.** When you import a link, your device fetches that page directly from the publisher's site, and PantryPalz stores the ingredients and steps privately on your device, with a link back to the source, for your personal use only.
- **You are responsible for having the right to use anything you import**, and for complying with the terms of any site you import from. Do not use PantryPalz to republish or share someone else's recipe in a way that infringes their rights.

- Receipts, photos, pasted receipt text and files you choose or share are read on your device and are not saved or uploaded by PantryPalz.
- We claim no ownership of your content and do not receive a copy of it. You grant us only the limited permission needed for the app to process it on your device for you.

14. Third-party data and services

14.1 Open Food Facts

Product information for barcodes comes from [Open Food Facts](https://openfoodfacts.org). **Product data from Open Food Facts (openfoodfacts.org), ODbL.** The database is made available under the [Open Database License](https://opendatacommons.org/licenses/odbl/), and product images are subject to their own licenses. Open Food Facts is an independent organization. **We do not control, review or guarantee its data**, including names, ingredients, allergens or images. Section 5.2 applies to it in full.

14.2 Recipe websites

We do not review, endorse or take responsibility for recipe content or for the websites it comes from, including their accuracy, quantities, ingredients, allergen information or safety. We do not promise that any particular site can be imported. **Third-party recipes are not advice on which reliance should be placed.**

14.3 TheMealDB

Recommended recipes and recipe search results are provided by [TheMealDB](https://thymealdb.com). **Recipe data provided by TheMealDB. Recipes belong to their authors.** TheMealDB is an independent service. We do not control, review or guarantee its recipes, photos or availability, and section 14.2 applies to them in full. Web search results come from DuckDuckGo and the sites you open, under their own terms.

14.4 Service providers

PantryPalz relies on Apple for distribution and payment, on RevenueCat for purchases and subscription status, on Superwall to display the PantryPalz Pro upgrade screen, on PostHog for usage analytics, and on Supabase to run your account, as described in our [Privacy Policy](#). Their own terms and policies govern their services. **We are not responsible for the acts, omissions, outages or security of any third party.**

Links to third-party sites are provided for convenience and are not an endorsement.

15. Our intellectual property

The PantryPalz name and marks, the app, its interface and design, its food list, storage guidance and receipt-reading tables, and this website are owned by us or our licensors and are protected by copyright, trademark and other laws. Nothing in these terms transfers any of it to you. Open Food Facts data remains subject to the Open Database License.

Feedback you send us is given voluntarily, and we may use it without obligation, attribution or payment to you.

16. Copyright complaints

If you believe material available through PantryPalz or this website infringes your copyright, send a notice to support@pantrypalz.com with the subject line "DMCA Notice", including: your physical or electronic signature; identification of the work claimed to be infringed; identification of the material and where it is; your contact details; a statement that you have a good faith belief the use is not authorized; and a statement, under penalty of perjury, that the information is accurate and that you are authorized to act for the owner.

PantryPalz does not host recipes. Imported recipes are stored only on the device of the person who imported them. We will respond to valid notices about anything we do control.

17. Availability and changes

We try to keep PantryPalz working, accurate and available, but **we do not promise that it will be uninterrupted, error free, secure, or fit for your particular purpose.** We may change, suspend, add or remove features at any time. We may discontinue the app, in which case we will give reasonable notice where practical and stop taking new subscriptions.

PantryPalz depends on your device, its operating system and services we do not control, such as Open Food Facts, TheMealDB, DuckDuckGo, recipe websites and Supabase. If the account service is unavailable, you may be unable to sign in, sign out or delete your account until it returns; the rest of the app keeps working. **Features may stop working after an operating system update or a third-party change.**

18. Termination

You may stop using PantryPalz at any time by deleting the app, delete your account as described in section 8.1, and cancel any subscription as described in section 10.

We may suspend or end your access, with or without notice, if you breach these terms, if we reasonably believe your use creates legal risk or harm to others, or if we discontinue the app.

Sections 5, 8, 13, 14, 15, 19, 20, 21, 22, 23 and 27 survive termination, along with any other provision that by its nature should survive.

19. Disclaimer of warranties

PANTRYPALZ IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS, BE AVAILABLE, TIMELY, SECURE OR ERROR FREE, THAT ANY REMINDER WILL BE DELIVERED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY DATE, ESTIMATE, STORAGE TIME, PRODUCT NAME, INGREDIENT, ALLERGEN, RECIPE, QUANTITY OR RECEIPT READING IS ACCURATE, COMPLETE OR RELIABLE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US CREATES ANY WARRANTY NOT EXPRESSLY STATED HERE.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above may not apply to you. **Where a warranty cannot lawfully be excluded, it is limited to the shortest period and narrowest scope permitted by that law.** Nothing here affects non-waivable statutory rights consumers have in the European Union, the United Kingdom, Australia or elsewhere.

20. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(a) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, FOOD OR ANTICIPATED SAVINGS, OR FOR ANY ILLNESS OR INJURY ARISING FROM FOOD, ARISING OUT OF OR RELATING TO PANTRYPALZ, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR ANY OTHER THEORY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO PANTRYPALZ WILL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT YOU ACTUALLY PAID FOR PANTRYPALZ IN THE TWELVE MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE HUNDRED US DOLLARS (\$100).

(c) THIS LIMIT APPLIES IN THE AGGREGATE ACROSS ALL CLAIMS AND ALL CAUSES OF ACTION, AND IT APPLIES EVEN IF A LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

These limits are a fundamental part of the agreement between us. PantryPalz is offered free, or at a low price, on the basis that our exposure is limited in this way.

20.1 What is never excluded

Nothing in these terms excludes or limits our liability for:

- Death or personal injury caused by our negligence.
- Fraud or fraudulent misrepresentation.
- Gross negligence or willful misconduct.
- Any liability that cannot be excluded or limited under applicable law, including under the consumer law of your country and, for California residents, under California Civil Code section 1668.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so parts of this section may not apply to you.

20.2 If you are a consumer in the European Union, the United Kingdom or Switzerland

Your statutory rights are unaffected. We are liable for damage that is typical and foreseeable arising from our breach of these terms, for damage caused intentionally or by gross negligence, and for injury to life, body or health. **The limits in this section apply only to the extent the law where you live permits them.**

20.3 If you are a consumer in Australia

Nothing in these terms excludes, restricts or modifies the guarantees you have under the **Australian Consumer Law**. Where the law permits us to limit our liability for a failure to comply with a guarantee, our liability is limited, at our option, to supplying the services again or paying the cost of having them supplied again.

20.4 If you are in the United States or elsewhere

Sections 20(a), 20(b) and 20(c) apply in full, subject only to section 20.1.

21. Indemnification

To the fullest extent permitted by law, **you agree to indemnify, defend and hold harmless PantryPalz, Kenneth Alvarez, and our contractors, licensors and service providers** from and against any claims, liabilities, damages, losses, judgments, fines, costs and expenses, including reasonable legal fees, arising out of or relating to:

- your use or misuse of PantryPalz;
- your breach of these terms or of any applicable law;
- content you import or add, and your right to use it under section 13;
- your storage, preparation, cooking, serving or consumption of food, and any harm to you or to anyone you serve; or
- your violation of the rights of any third party.

We may, at our own expense, assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate. You will not settle any matter that imposes an obligation on us without our prior written consent.

This section does not apply to the extent a claim arises from our own gross negligence, willful misconduct or fraud, or where it would be unenforceable under the consumer law that applies to you.

22. Disputes, arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY DECIDE YOUR CASE. YOU CAN OPT OUT WITHIN 30 DAYS, AND SECTION 22.6 EXPLAINS HOW.

22.1 Talk to us first

Most problems can be solved quickly. **Before starting arbitration or any proceeding, you agree to send us a written Notice of Dispute** at support@pantrypalz.com describing the problem and the relief you want, and to give us **60 days** to resolve it informally. We agree to do the same before bringing a claim against you. This step is a condition of starting arbitration, and the limitation period is paused while it runs.

22.2 Agreement to arbitrate

If we cannot resolve it, **you and we agree that any dispute, claim or controversy arising out of or relating to PantryPalz, these terms, our Privacy Policy, or our relationship, including their formation, interpretation, breach, termination, enforceability or validity, will be resolved by final and binding individual arbitration rather than in court.** This agreement is governed by the Federal Arbitration Act.

Arbitration will be administered by the **American Arbitration Association** under its **Consumer Arbitration Rules**, which cap what a consumer can be charged. The rules are at adr.org. If the AAA is unavailable or declines to administer, you and we will agree on an alternative administrator, or a court will appoint one. Arbitration will be conducted in English, by a single arbitrator, and may proceed by written submission or by video unless the arbitrator decides an in-person hearing is needed. If you are a consumer, any in-person hearing will be held in the county where you live or another mutually agreed location.

We will pay arbitration filing and administrative fees to the extent required by the administrator's consumer rules or where your claim is for less than \$10,000, unless the arbitrator finds your claim frivolous. Each side otherwise bears its own legal fees unless a statute or the arbitrator provides otherwise.

22.3 Class action and jury trial waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED OR REPRESENTATIVE PROCEEDING.

THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF CLASS PROCEEDING.

YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL.

If this waiver is found unenforceable as to a particular claim or request for relief, that claim or request is severed from the arbitration and may proceed in court, while all other claims remain in arbitration. **If the class action waiver in this section is found unenforceable in its entirety, the whole of section 22.2 is void** and disputes proceed in the courts identified in section 23.

22.4 Exceptions

This section does not apply to, and either of us may bring in court: **claims that qualify for small claims court** in a jurisdiction where either of us may bring them; claims for **injunctive or equitable relief for infringement or misuse of intellectual property**; and any claim that cannot lawfully be sent to arbitration.

Nothing here prevents you from reporting a concern to a government agency, or from participating in an action brought by a government agency on your behalf.

22.5 Time limit

Any claim must be brought within one year after it arises, or within the shortest period permitted by applicable law if that period is longer than one year and cannot be shortened. A claim not brought in that period is permanently barred.

22.6 Your right to opt out, within 30 days

You can reject this arbitration agreement and keep your right to go to court and to participate in class actions.

To opt out, email support@pantrypalz.com with the subject line **"Arbitration Opt-Out"** within **30 days** of the earlier of (i) the date you first accepted these terms, or (ii) the date you first accepted any version of our terms containing an arbitration agreement.

Your notice must state that you do not agree to arbitrate, and must include **your name, the email address you are writing from, and a postal address or phone number where we can reach you**. One notice per person. An opt-out sent by anyone other than you, or on behalf of a group, is not valid.

Opting out costs you nothing and has no effect on your purchases, your price or your use of PantryPalz. If you opt out, sections 22.2 and 22.3 do not apply to you, and section 23 governs instead. If we later make a material change to this section, you may reject that change by sending the same notice within 30 days of it taking effect.

22.7 Survival and severability

This section survives termination of these terms and deletion of the app. If any part of it other than the class action waiver is found unenforceable, that part is severed and the rest remains in force.

23. Governing law and venue

These terms are governed by the laws of the **State of California**, United States, excluding its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.

For any dispute not subject to arbitration, or if section 22.2 is void, **the state and federal courts located in California will have exclusive jurisdiction**, and you and we consent to personal jurisdiction there.

If you are a consumer, none of this deprives you of the protection of the mandatory consumer law of the country where you live, or of your right to bring proceedings in your local courts where that right cannot be waived.

24. Notice for California users

Under California Civil Code section 1789.3, California users are entitled to this notice. The provider of this service is **Kenneth Alvarez, doing business as PantryPalz**, California, United States, reachable at support@pantrypalz.com. The app is free to download, and the prices of PantryPalz Pro are set out in section 9.

To file a complaint or to receive further information, contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

California residents may also see our [Privacy Policy](#) for the privacy rights available under California law.

25. Export and sanctions

You agree to comply with all applicable export control and sanctions laws, including those of the United States. **You represent that you are not located in, and are not a national or resident of, any country subject**

to a United States embargo, and that you are not on any United States Government list of prohibited or restricted parties.

26. Events outside our control

We are not liable for any failure or delay caused by events beyond our reasonable control, including natural disaster, fire, flood, epidemic, war, civil unrest, labor dispute, government action, power or internet failure, an outage of a third-party service such as the App Store or Open Food Facts, or a failure of a device or operating system.

27. General

- **Entire agreement.** These terms and the Privacy Policy are the entire agreement between you and us about PantryPalz, and replace any prior understanding on the subject.
- **Severability.** If any provision is held unenforceable, it is modified to the minimum extent needed to make it enforceable, or severed if it cannot be, and the rest remains in full force.
- **No waiver.** Our failure to enforce any provision is not a waiver of it.
- **Assignment.** You may not assign or transfer these terms. **We may assign them, in whole or in part, to a successor in connection with a merger, acquisition, reorganization, a change from a sole proprietorship to a company, or a sale of assets.**
- **No third-party beneficiaries,** except Apple as stated in section 7, and the indemnified parties in section 21.
- **Relationship.** Nothing here creates a partnership, joint venture, employment or agency relationship.
- **Notices.** We may give notice in the app or on this website, or by email if you have written to us. You give notice to support@pantrypalz.com.
- **Headings** are for convenience and do not affect interpretation. "Including" means "including without limitation".
- **Language.** These terms are written in English. Any translation is provided for convenience, and the English version governs.

28. Changes to these terms

We may update these terms. **The date at the top always shows the current version.** If a change is material, we will give notice in the app or on this website before it takes effect, and where the law requires your consent we will ask for it.

Continuing to use PantryPalz after a change takes effect means you accept the updated terms. **If you do not accept them, stop using PantryPalz and cancel any subscription.** Changes to section 22 carry the 30-day rejection right described in section 22.6.

29. Contact

Questions, notices and complaints go to support@pantrypalz.com. **We answer within two working days.**

Kenneth Alvarez, doing business as PantryPalz, California, United States.