BAG/GET™

Terms of Service

Bag/Get Inc., a Delaware corporation · Effective October 10, 2026

Part 1: Terms for everyone

Please read Section 16. If you use Bag/Get on behalf of an Organization, it requires most disputes between the Organization and Bag/Get to be resolved by individual arbitration instead of in court or as a class action. Individuals — Neighbors, Volunteers and Staff — are not required to arbitrate their own claims.

1. Who we are and who these terms cover

These Terms of Service ("Terms") are an agreement between you and Bag/Get Inc., a Delaware corporation ("Bag/Get," "we," "us"). They govern your use of the Bag/Get website at app.bagget.io, the Bag/Get Offline desktop app, and related emails, text messages and services (together, the "Service").

The Service is used by four kinds of people and groups:

- **Organizations:** food pantries and similar groups that subscribe to the Service ("Organizations").
- **Staff:** people an Organization gives a staff account ("Staff").
- **Volunteers:** people who volunteer with an Organization ("Volunteers").
- **Neighbors:** people who receive food or services from an Organization ("Neighbors").

Part 1 applies to everyone. Part 2 adds terms for Neighbors, Part 3 for Volunteers, and Part 4 for Organizations and Staff. If a Part conflicts with Part 1, the more specific Part controls for that role. Our Privacy Policy explains how we handle personal information and is part of these Terms.

2. Accepting these terms

You accept these Terms when you check the box agreeing to them, or when you create, activate or use an account. If you don't agree, don't use the Service. If you accept on behalf of an Organization, you confirm you have authority to bind it, and "you" includes that Organization.

3. What Bag/Get is, and what it is not

Bag/Get provides software. Organizations use it to run distributions, schedule volunteers and keep records.

- **We don't run food pantries.** Each Organization is independent of Bag/Get. It alone decides who it serves, what it provides, its eligibility rules, its hours and its policies.
- **We don't provide food, goods or services**, and we don't guarantee that any Organization will provide them to you.

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- **We don't employ, supervise or screen Volunteers or Staff**, and we aren't responsible for what happens at an Organization's site or events.
- **We aren't an emergency service.** In an emergency, call 911.
- **Questions about services, eligibility, appointments or shifts** go to the Organization, not to Bag/Get.

4. Eligibility

You must be at least 18 years old, or the age of majority where you live, to create an account. Information about a household member under 18, such as a child's date of birth, may be entered only by a parent, guardian or authorized Organization staff member.

5. Your account

- Give accurate information and keep it up to date.
- Keep your password and any sign-in codes private. Don't share your account.
- Sign out of shared or public devices when you're done. The Service signs you out automatically after a period of inactivity, but don't rely on that alone.
- Tell us right away at dev@bagget.io if you think someone has used your account without permission.

You are responsible for activity on your account, except activity caused by our own failure to protect it.

6. Acceptable use

You agree not to:

1. Break any law, or help anyone else break one, using the Service.
2. Enter information about another person that you have no right to enter, or that you know is false.
3. Access an account, Organization or data you aren't authorized to access, or try to get around permissions, idle timeouts, device revocation or other security controls.
4. Probe, scan or test the Service for vulnerabilities without our written permission. Report suspected vulnerabilities to dev@bagget.io instead.
5. Upload malware, or interfere with the Service, its servers or other users.
6. Copy, scrape, resell, reverse engineer or build a competing product from the Service, except as the law expressly allows.
7. Send spam, harassment, threats, or discriminatory content through announcements, messages or documents.
8. Use the Service to make decisions about anyone's credit, employment, housing or insurance.

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7. Your content

"Your Content" means information and files you add to the Service. You keep whatever rights you have in Your Content. You give Bag/Get a worldwide, non-exclusive, royalty-free license to host, store, copy, process, transmit and display Your Content only as needed to provide, secure and support the Service, and as described in our Privacy Policy. This license ends when Your Content is deleted from the Service, except for copies we must keep under the Privacy Policy or the law.

Information you give an Organization through the Service is also available to that Organization, and is governed by its policies as well as ours.

8. Feedback

If you send us ideas or suggestions, we may use them without owing you anything.

9. Our property

The Service, including its software, design, text, logos and the Bag/Get™ name, belongs to Bag/Get Inc. and its licensors and is protected by law. © 2026 Bag/Get Inc. All rights reserved. These Terms give you a limited, revocable, non-transferable right to use the Service as allowed here, and nothing more.

10. Emails and text messages

- **Service messages.** We send emails and texts needed to run your account, such as verification codes, password resets, security notices, invitations, appointment and shift information, and notices an Organization sends through the Service. You can't opt out of essential account and security messages while you have an account.
- **Announcements.** You can turn off most announcement types in your notification settings. An Organization may mark a message as an emergency, which can reach you regardless of those settings.
- **Texts.** By giving a mobile number, you agree to receive texts about your account and the Organizations you're connected to. Message and data rates may apply. Reply STOP to stop non-essential texts, or HELP for help. Carriers aren't liable for delayed or undelivered messages.
- **No marketing.** We don't send you marketing messages without your separate consent.

You agree that we can give you notices, agreements and disclosures electronically, and that they satisfy any legal requirement that they be in writing.

11. Changes, availability and pricing

We may change, add or remove features. We work to keep the Service available but don't promise it will be uninterrupted, error-free or available at any particular time, including during maintenance or outages of our providers. Features labeled pilot, beta or preview are provided for evaluation and may change or end. Neighbors and Volunteers pay nothing to Bag/Get. Any fees for Organizations are set by a separate written agreement.

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12. Suspension and termination

You may stop using the Service at any time, and may request deletion of your account as described in the Privacy Policy. We may suspend or end your access if you violate these Terms, if required by law, or to protect users, Organizations or the Service. Where reasonable, we'll tell you first and give you a chance to fix the problem. An Organization may also remove your access to its records. Sections 7 (last paragraph), 8, 9 and 13 through 19 survive termination.

13. Disclaimers

TO THE FULLEST EXTENT THE LAW ALLOWS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." BAG/GET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Without limiting that, Bag/Get does not warrant: the accuracy of information entered by Organizations, Staff, Volunteers or Neighbors; that reports, forms or totals produced by the Service are complete or meet any program's requirements; that any Organization will provide food, services or volunteer opportunities; or the conduct of any Organization or user. Some places don't allow certain disclaimers, so some of these may not apply to you.

14. Limitation of liability

TO THE FULLEST EXTENT THE LAW ALLOWS:

1. BAG/GET IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR GOODWILL, ARISING FROM THE SERVICE OR THESE TERMS, EVEN IF WE WERE TOLD THEY WERE POSSIBLE.
2. BAG/GET IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY ORGANIZATION, STAFF MEMBER, VOLUNTEER, NEIGHBOR OR OTHER THIRD PARTY, INCLUDING ANYTHING THAT HAPPENS AT AN ORGANIZATION'S SITE OR EVENT.
3. BAG/GET'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM THE SERVICE OR THESE TERMS IS LIMITED TO THE GREATER OF $100 OR THE AMOUNT YOU PAID BAG/GET IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

Nothing in these Terms limits liability for fraud, gross negligence, willful misconduct, violation of law, or anything else that applicable law does not allow to be limited, including California Civil Code §1668. These limits apply to every theory of liability and reflect a reasonable allocation of risk; the Service would not be offered free to Neighbors and Volunteers without them.

15. Indemnity

To the extent the law allows, you will defend and indemnify Bag/Get and its officers, directors, employees and agents against third-party claims, and related losses and reasonable legal fees, arising from your violation of these Terms or of law, or from content you add that you had no right to add.

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Organizations have broader obligations in Part 4. We will tell you promptly about any claim, let you control its defense with counsel reasonably acceptable to us, and not settle it in a way that admits fault for you without your consent.

16. Resolving disputes: arbitration and class action waiver

16.1 Talk to us first. Before starting any claim, send a written notice describing it and the relief you want to dev@bagget.io or 2054 S. Euclid St, Ste H PMB#3223, Anaheim, CA 92802. We'll do the same for claims against you. Both sides will try in good faith to resolve it for 60 days.

16.2 Individuals: no arbitration. If you use the Service as a Neighbor, Volunteer or Staff member, you are not required to arbitrate your own claims. After the 60 days in 16.1, either side may bring an individual claim in small claims court, which is fast, inexpensive and doesn't require a lawyer, or in the courts listed in Section 17.

16.3 Organizations: arbitration. If a dispute between an Organization and Bag/Get isn't resolved under 16.1, it will be resolved by final, binding, individual arbitration under the Federal Arbitration Act. It will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time, including its Expedited Procedures where the claim is eligible. The arbitrator decides questions about the scope and enforceability of this Section, except as stated in 16.7. Arbitration will be held by video or in Orange County, California.

16.4 Costs. Filing, administration and arbitrator fees are paid as the AAA's Commercial Arbitration Rules provide. Each side pays its own lawyers unless the law or the arbitrator awards otherwise.

16.5 Exceptions. Either side may bring an individual claim in small claims court instead. Either side may ask a court for an injunction to protect intellectual property or stop unauthorized access. Nothing here stops anyone from reporting a concern to a government agency.

16.6 No class actions. FOR DISPUTES COVERED BY 16.3, CLAIMS MAY BE BROUGHT ONLY INDIVIDUALLY, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF DIFFERENT PARTIES.

16.7 Public injunctive relief, severability and mass filings. A request for public injunctive relief will be decided by a court, after any arbitrable claims are decided. If any part of 16.6 is found unenforceable for a claim, that claim goes to court and the rest of this Section still applies to other claims. If 25 or more similar demands are filed by or with the help of the same law firm or group, they will be administered in batches of 25, with each batch resolved before the next is filed, and the statute of limitations paused meanwhile.

16.8 Staff acting for an Organization. A claim that a Staff member brings on behalf of their Organization, or that arises from the Organization's account, is an Organization claim under 16.3.

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17. Governing law and courts

These Terms are governed by the laws of California and applicable federal law, without regard to conflict-of-law rules. Any dispute not sent to arbitration will be heard only in the state or federal courts in Orange County, California, and both sides consent to their jurisdiction. If you live outside California, laws of your home state that cannot be waived still protect you.

18. Changes to these terms

We may update these Terms. For a material change, we'll notify you by email or in the Service at least 30 days before it takes effect, and may ask you to agree again. Changes don't apply to disputes already pending. If you don't agree to a change, stop using the Service and you may request deletion of your account.

19. General

These Terms, the Privacy Policy and any written agreement with an Organization are the entire agreement about the Service. If any provision is unenforceable, it will be enforced to the maximum extent allowed and the rest remains in effect. Our failure to enforce a provision isn't a waiver. You may not transfer these Terms without our consent; we may transfer them in a merger, acquisition or sale of assets. Neither side is liable for delays caused by events beyond its reasonable control. Headings are for convenience only. If these Terms are translated, the English version controls to the extent the law allows.

20. Contact

Bag/Get Inc., 2054 S. Euclid St, Ste H PMB#3223, Anaheim, CA 92802, dev@bagget.io.

Part 2: Neighbors

These terms apply if you receive food or services from an Organization that uses Bag/Get.

N1. Your pantry decides your services

Your relationship for food and services is with each Organization, not with Bag/Get. The Organization decides eligibility, what you receive, appointment rules, and what happens if you miss an appointment. Booking an appointment or joining a queue in the Service is not a promise that food or services will be available. Take questions or complaints about services to the Organization.

N2. Accounts a pantry creates for you

An Organization may create a profile for you, with or without an email or phone number. Without one, you can't sign in, and the Organization manages your record. If Staff later add your email or phone and you sign in, these Terms apply to you from your first sign-in.

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N3. Information about you and your household

- The Organization may ask questions such as household size, income, benefits, housing, disability, veteran status, gender and ethnicity. Many questions offer a "prefer not to answer" choice. An Organization may require certain answers to decide eligibility for its programs; that is its decision.
- When you give information about household members, you confirm you are allowed to share it.
- Dietary restrictions you list are shared with the Organization to help it serve you. They do not guarantee that food will meet your needs. Check food labels, and ask the Organization about allergens.

N4. Your QR code

You have one personal QR code that identifies you at every Organization you're connected to. Treat it like an ID card and don't let others use it. If it's lost or misused, ask an Organization to replace it.

N5. More than one pantry

If you're connected to more than one Organization, each one keeps its own copy of your profile and its own record of your visits. Your personal QR code and your sign-in work at all of them.

N6. Deleting your account

You can ask to delete your account in your profile settings. You have 30 days to change your mind. After that, your personal details are removed, but each Organization keeps a record that visits took place, as explained in the Privacy Policy. Deleting your Bag/Get account doesn't end any obligations between you and an Organization.

N7. Food and safety

Bag/Get doesn't handle, store, inspect or distribute food, and isn't responsible for the quality, safety, labeling or allergen content of anything an Organization provides, or for anything that happens at an Organization's site.

Part 3: Volunteers

These terms apply if you volunteer with an Organization that uses Bag/Get.

V1. You volunteer for the Organization, not Bag/Get

Your volunteer relationship is with each Organization. Bag/Get is not your employer, doesn't pay you, and doesn't decide whether you are a volunteer, an employee or anything else under the law. The Organization is responsible for training, supervising and insuring its volunteers, for site safety, and for its own policies.

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V2. Shifts and hours

The Service lets you sign up for shifts and records clock-in and clock-out times. An Organization may change or cancel shifts. Hours recorded in the Service depend on accurate clock-ins and may contain errors; the Organization's records control. If you need verified hours for school, court, employment or another program, confirm them directly with the Organization.

V3. Safety and injuries

Bag/Get doesn't control volunteer sites or activities and is not responsible for injuries, property loss or other harm that occurs while you volunteer. Any waiver, release or insurance arrangement for volunteer activities is between you and the Organization.

V4. Verification, documents and background checks

An Organization may verify your identity in person, ask you to sign documents, or run background checks. Those are the Organization's decisions and agreements, which Bag/Get only stores and displays. Bag/Get doesn't perform background checks and isn't a consumer reporting agency.

V5. Emergency contacts

When you list an emergency contact, you confirm that person has agreed to be contacted, and that the Organization may use the details in an emergency.

V6. Other people's information

If you see information about Neighbors or other Volunteers while volunteering, keep it confidential and use it only for the volunteer task you were given.

V7. Volunteer and neighbor accounts together

The same person may hold a Volunteer account and a Neighbor account under one sign-in. Each role keeps its own records, and deleting one doesn't delete the other.

V8. Deleting your account

You can ask to delete your volunteer account in your profile settings, with 30 days to change your mind. Records of shifts you worked remain with the Organization without your personal details, as explained in the Privacy Policy.

Part 4: Organizations and Staff

These terms apply to every Organization and to every person with a Staff account. If an Organization has signed a separate written agreement with Bag/Get, that agreement controls where it conflicts with this Part.

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O1. Authority and roles

The person who creates an Organization becomes its Owner and confirms they are authorized to accept these Terms for it. The Organization is responsible for everyone it gives a Staff account, for the roles and permissions it assigns (Owner, Admin, Lead, Viewer and any individual overrides), and for removing access when someone leaves. Bag/Get may rely on instructions from the Owner and Admins. If people dispute who controls an Organization, Bag/Get may follow the Owner on record, ask for proof of authority, or limit changes until it's resolved.

O2. Organization Data

"Organization Data" means personal information and other content about Neighbors, Volunteers, Staff and operations that the Organization or its users put into the Service, or that the Service creates for it. As between the parties, the Organization controls Organization Data and decides why and how it is collected. Bag/Get processes it on the Organization's behalf, as its service provider, and will:

1. Use, keep and disclose Organization Data only to provide, secure, support and improve the Service for the Organization, as these Terms and the Privacy Policy describe, or as the law requires.
2. Not sell or share it, as "sell" and "share" are defined in the California Consumer Privacy Act (CCPA), and not use it for targeted advertising.
3. Not combine it with personal information from other sources, except as the CCPA permits a service provider to do.
4. Comply with the CCPA where it applies, give the same level of protection the CCPA requires, and tell the Organization if it can no longer meet these obligations. The Organization may take reasonable steps to stop and fix unauthorized use.
5. Use only subprocessors bound by written data-protection terms at least this protective; the current list is in the Privacy Policy.
6. Protect it with reasonable administrative, technical and physical safeguards, including encryption of sensitive fields at rest.
7. Notify the Organization without unreasonable delay after discovering a security breach affecting its Organization Data, and in any event as the law requires, and cooperate with the Organization on the notices it must give.
8. Help the Organization respond to requests from people to access, correct or delete their information.

Organization Data doesn't include the account information Bag/Get holds for itself, described in the Privacy Policy (sign-in details, account settings, consents, and security records), which lets one account work across Organizations.

HIPAA. If the Organization is a HIPAA covered entity or business associate, the business associate agreement between it and Bag/Get controls how protected health information is handled. Where that agreement conflicts with these Terms, the agreement prevails, and any account information that is protected health information is treated as Organization Data.

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O3. The Organization's responsibilities

The Organization is solely responsible for:

- **Lawful collection.** Having the right, and any required notice and consent, to collect and enter information about every person it adds, including people without accounts and household members.
- **Messages it sends.** The content and recipients of its announcements, invitations and other messages, its use of the emergency announcement type, and having consent to email and text the addresses and numbers it enters, including under the Telephone Consumer Protection Act.
- **Program rules.** Complying with laws and program rules that apply to it, including USDA and state food-program confidentiality, nondiscrimination and record-keeping rules. The Service is a tool, not a compliance program; keep any records a program requires you to keep.
- **Reports and forms.** Reviewing every report, form and total for accuracy before relying on it or submitting it to any agency, funder or program.
- **Exports and imports.** Data it exports or downloads from the Service, which leaves Bag/Get's protection, and data it imports.
- **Its operations.** Its services, eligibility decisions, sites, events, staff, volunteers and neighbors.

O4. Staff obligations

If you have a Staff account, you agree to:

- Access Neighbor and Volunteer information only as your role requires, and keep it confidential.
- Never share your sign-in, and sign out or lock the screen whenever you step away from a device.
- Follow your Organization's policies and these Terms.
- Report a lost device, suspected account misuse, or a privacy concern to your Organization's Owner or Admin immediately.

Your Staff access exists only through your Organization, which may change or remove it at any time.

O5. Bag/Get Offline (desktop app)

Bag/Get grants the Organization a limited, non-exclusive, non-transferable, revocable license to install and use the Bag/Get Offline app on devices it controls, for its own operations, while it uses the Service.

- The app keeps an encrypted copy of Organization Data on the device so Staff can work without internet.
- The Organization is responsible for the physical security of those devices, keeping their operating systems up to date, and revoking a lost or stolen device from the Offline page right away.
- Changes made offline reach Bag/Get only after the device syncs. Changes may conflict with others' changes and need to be resolved. Bag/Get is not responsible for data lost on a device before it syncs, or for a device's hardware or operating system.

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O6. Fees

The Service is provided free of charge during the pilot. Any future fees will require a separate written agreement or advance notice and your acceptance; we won't start charging you without it.

O7. Organization indemnity

In addition to Section 15, the Organization will defend and indemnify Bag/Get and its officers, directors, employees and agents against third-party claims, government inquiries, fines, and related losses and reasonable legal fees arising from: Organization Data, including the Organization's collection and use of it; messages it sends through the Service; its services, sites, events, staff, volunteers and eligibility decisions; or its violation of these Terms or the law. This doesn't cover claims caused by Bag/Get's breach of Section O2.

O8. Ending the Organization's use

The Organization may stop using the Service at any time. After its access ends, it has 30 days to request an export of its Organization Data. Bag/Get deletes Organization Data within 180 days after that 30-day window closes, except copies in routine backups (which are overwritten on their normal schedule) and anything the law requires us to keep. Sections O2, O3, O7 and this Section survive termination.

Account information Bag/Get holds for itself isn't deleted when an Organization leaves, so people can keep using their accounts with other Organizations, unless HIPAA or a business associate agreement requires otherwise.

O9. Confidentiality

The Organization will keep non-public information about the Service, such as unreleased features, pricing and security details, confidential, and use it only to evaluate and use the Service.

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