

4. Instacart’s operative Shopper App Terms explicitly state that Instacart owns all trademarks, copyrights, database rights, patents, and other intellectual property rights of any nature in the Shopper App, together with the underlying software code. *See Exhibit 1*, § 2.1.

5. Instacart explicitly prohibits anyone from “reproduc[ing] [the Shopper App] in any form or by any means” and each Shopper agrees “not to modify, rent, lease, loan, sell, distribute, or creative derivative works based on the Shopper App in any manner, and you shall not exploit the Shopper App in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.” *See Exhibit 1*, § 2.1.

6. Further, while the Shopper App Terms grants the right to a range of permissible uses, each party creating a Shopper account specifically agrees that he or she can only use the Shopper App subject to the following conditions:

- a. You may not rent, lease, sell, transfer, redistribute, or sublicense the Shopper App.
- b. You may not use or promote the use of any form of modifications, exploits, or other unauthorized means to interfere with, or gain undue advantage in your use of the Instacart Platform.
- c. You may not attempt to disrupt or burden the normal operation of the Instacart Platform, or any of Instacart’s infrastructure or any of Instacart’s other business activities.
- d. You may not make any automated uses of the Shopper App or the Instacart Platform or gain any other unauthorized access therewith.
- e. You may not attempt to decompile, reverse engineer, disassemble, hack, defeat, or overcome any of Instacart’s software, encryption technologies, or security measures or data transmitted, processed or stored by Instacart.

Exhibit 1, §§ 3.2(d)-(h).

7. I have reviewed the previous version of the Shopper App Terms that have been in effect since February 10, 2019. A true and accurate copy of the February 10, 2019 Shopper App Terms are attached hereto as **Exhibit 2**. The February 10, 2019 Shopper App Terms attached as **Exhibit 2** prohibits unauthorized copying of Instacart’s Intellectual Property and/or scraping.

II. INSTACART SHOPPERS ACCEPT THE SHOPPER APP TERMS

8. I have reviewed the methods by which parties creating Instacart Shopper accounts manifest, and have manifested, their acceptance of Shopper App Terms.

9. Based on my review, I have determined that since approximately August 2019, Instacart implemented the following sign-in flow to ensure that users clearly and unambiguously manifested acceptance of its Shopper App Terms.

10. Prospective Shoppers who create a Shopper account must accept Shopper App Terms. As part of the sign-up flow to create a Shopper account, Instacart informs the prospective Shopper that “[b]y signing up, you agree to Instacart’s Terms and conditions and acknowledge you have read the Privacy policy.”

Sign up

First name	Last name
E-mail	
Phone	
ZIP or postal code	
Referral code (optional)	

By signing up, you agree to Instacart's [Terms and conditions](#) and acknowledge you have read the [Privacy policy](#). By providing my phone number above, I agree and consent to receiving text messages from Instacart. Message and data rates apply. Consent not required to buy. Messages may be autodialed. Message frequency varies. Text STOP to Cancel.

[Create account](#)

[Already a shopper? Log in](#)

11. In Instacart’s sign-in flow, the Shopper App Terms are hyperlinked in a bright green color that contrasts with the white background of the site, making them clearly visible to a prospective user.

12. It is my understanding that no one can sign up for a Shopper account and access Instacart's servers and information (e.g., batches of orders) without clearly manifesting, by creating the account, that he or she agrees to the Shopper App Terms.

13. Investigators at Nisos Holdings, Inc., on behalf of Instacart have been investigating Shopper Helper recently. One of the investigators on this matter, Adam Gayde, is co-declarant in this matter, and I refer the Court to his declaration for further information on other aspects of Shopper Helper, including Shopper Helper's technical functionalities to circumvent Instacart's anti-circumvention technology, reproduction of Instacart's trademarks without authorization, and unauthorized access to Instacart's infrastructure by automated means to select batches.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.


Executed this 16th day of April, 2021, in San Francisco.



DYLAN TONTI

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Instacart Shopper Application Terms and Conditions

Last Updated: December 10, 2020

These Terms and Conditions (“**Terms**”) govern your use of the Instacart Shopper Application (“**Shopper App**”), platform, and affiliated content, which are copyrighted works belonging or licensed to Maplebear Inc. (d/b/a Instacart), a Delaware corporation (“**Instacart**”), to sign up as a personal shopper or delivery provider and/or provide such services through the Instacart Platform (as defined herein). Your provision of any personal shopping and/or delivery services are subject to the Independent Contractor Agreement between you and Instacart, including its subsidiaries or affiliates; or, if you are using the Shopper App in the course of your employment, the provision of any personal shopping and/or delivery services are subject to your employment agreement or your employer’s agreement with Instacart, including its subsidiaries or affiliates (each agreement may be referenced in these Terms as the “**Agreement**” and such terms regarding the Agreement are only applicable if you or your employer have entered into one).

Before using the Shopper App, you are required to read, understand, and agree to these Terms. By using the Shopper App, 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 Shopper and Shopper Applicant Privacy Policy.

1. DEFINITIONS

1.1. The “Shopper App” shall mean the software provided by Instacart, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Shopper App. The Shopper App allows you to submit your information to sign up to provide services through the Instacart Platform and to receive information to enable your performance of “Services” which shall mean personal shopping and/or delivery services through the Instacart Platform pursuant to the Agreement.

1.2. The “Instacart Platform” is Instacart’s technology that provides a communications and logistics platform that enables consumers who seek Services from retailers in their area to be matched with individuals or third party providers interested in providing those services.

1.3. “Device” shall mean a mobile device capable of running the Shopper App.

2. PROPRIETARY RIGHTS AND LICENSES

2.1. All trademarks, copyright, database rights, patent, and other intellectual property rights of any nature in the Shopper App together with the underlying software code, its affiliated content (which may be accessed outside of the Shopper App on Instacart-controlled webpages), and any and all rights in, or derived from the Shopper App or the Instacart Platform are proprietary and owned either directly by Instacart or by Instacart's licensors and is protected by applicable intellectual property and other laws. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Shopper App in compliance with these Terms and the Agreement. No portion of the Shopper App may be reproduced in any form or by any means, except as expressly permitted in these Terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Shopper App in any manner, and you shall not exploit the Shopper App in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

2.2. Instacart hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide, and perpetual revocable license to use the Shopper App for your lawful use in accordance with these Terms and the Agreement on your Device. Instacart retains all rights, title, and interest in and to the Shopper App, the Instacart Platform, and its other intellectual property. This license starts on the date that you accept these Terms and install or otherwise use the Shopper App. The license ends on the earlier date of your disposal of the Shopper App or Instacart's termination of the license in accordance with these Terms or the Agreement.

2.3. The Shopper App may request from you any feedback, including but not limited to product or retailer information, or images of receipts or products ("**Feedback**"). You agree that such Feedback shall be the exclusive property of Instacart and that you will sign all documents necessary to confirm or perfect the exclusive ownership of Instacart to the Feedback. You further agree not to enforce, and otherwise waive to the fullest extent legally possible any moral rights that you may have now or in the future in respect of the Feedback and, to the extent Instacart is not recognized as the owner of Feedback, you agree to grant Instacart a worldwide, perpetual, irrevocable, royalty-free, fee-free, fully transferable and sub-licensable license to use, exploit, or modify the Feedback in any way and for any purpose without payment to you.

3. CONDITIONS OF USE

3.1. When signing up to be a user of the Instacart Platform, your information will be used to create an account. You may not sign up more than once. You will take all reasonable steps to protect your log in details and keep them secret, including any access codes you may be sent to access your account. You are responsible for all activities performed using the Shopper App whether the access is authorized by you or not.

3.2. You may use the Shopper App in accordance with the following conditions:

- a. Pursuant to the Agreement, with the terms of service of the relevant digital storefront where you obtained the Shopper App, including but not limited to the Apple iOS App Store and the Google Play Store, in accordance with any applicable third party terms of agreement using the Shopper App, and per any applicable law, rule, and regulation.
- b. You may only use the Shopper App in countries and territories where Instacart's services are available to customers.
- c. You must provide Instacart information that is true, accurate, and complete at all times and you may not impersonate any other person in your use of the Shopper App or the Instacart Platform or post another person's personal information, data, content, or materials through the Shopper App or the Instacart Platform without the person's consent.
- d. You may not rent, lease, sell, transfer, redistribute, or sublicense the Shopper App.
- e. You may not use or promote the use of any form of modifications, exploits, or other unauthorized means to interfere with, or gain undue advantage in your use of the Instacart Platform.
- f. You may not attempt to disrupt or burden the normal operation of the Instacart Platform, or any of Instacart's infrastructure or any of Instacart's other business activities.
- g. You may not make any automated uses of the Shopper App or the Instacart Platform or gain any other unauthorized access therewith.

- h. You may not attempt to decompile, reverse engineer, disassemble, hack, defeat, or overcome any of Instacart's software, encryption technologies, or security measures or data transmitted, processed or stored by Instacart.

3.3. 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.

4. DISCLAIMER AND LIMITATION OF LIABILITY

4.1. THE SHOPPER APP AND INSTACART PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTACART MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SHOPPER APP OR INSTACART PLATFORM, OR THAT THE SHOPPER APP OR INSTACART PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

4.2. INSTACART SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO THE SHOPPER APP OR INSTACART PLATFORM, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN TRANSMITTING, RECEIVING, ORIGINATING, TERMINATING, AND/OR DELIVERING INFORMATION REGARDING THE SERVICES. INSTACART SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR REVENUES, EVEN IF INSTACART HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INSTACART IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO YOUR USE OF YOUR INABILITY TO ACCESS, OR YOUR DIFFICULT IN ACCESSING, THE INSTACART PLATFORM THROUGH THE SHOPPER APP. INSTACART IS NOT LIABLE FOR ANY CHARGES YOU MAY INCUR IN USING THE SHOPPER APP. INSTACART SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTY VENDORS AND ACCESSED THROUGH THE SHOPPER APP OR BY ANY OTHER MEANS. INSTACART SPECIFICALLY DISCLAIMS ANY LIABILITY OF ANY KIND FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO YOUR USE OF ANY OF THE SHOPPER APP OR INSTACART PLATFORM IN ANY COUNTRY.

5. CHANGES AND UPDATES

5.1. Instacart may make changes to these Terms from time to time. When Instacart does so, Instacart will post the most current version of the Terms 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 Shopper App). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Shopper App.

5.2. You understand that, Instacart may, at its sole discretion, provide updates and changes to the Shopper App and Instacart Platform and that it is your responsibility to update the Shopper App when updates are available. Instacart is not liable for any loss that you may suffer as a result of your failure to update.

6. CONTACT INFORMATION

6.1. If you have questions about signing up or performing your Services as a shopper, please review our Help Center located at <https://shoppers.instacart.com/help> or contact Instacart Care at [1 \(888\) 246-7822](tel:18882467822).

6.2. If you have any questions about these Terms, you may contact legal@instacart.com.


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Instacart Shopper Application Terms and Conditions

Last Updated: February 10, 2019

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Before using the Shopper App, you are required to read, understand, and agree to these Terms. By using the Shopper App, 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 Shopper and Shopper Applicant Privacy Policy.

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2.2. Instacart hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide, and perpetual revocable license to use the Shopper App for your lawful use in accordance with these Terms and the Agreement on your Device. Instacart retains all rights, title, and interest in and to the Shopper App, the Instacart Platform, and its other intellectual property. This license starts on the date that you accept these Terms and install or otherwise use the Shopper App. The license ends on the earlier date of your disposal of the Shopper App or Instacart's termination of the license in accordance with these Terms or the Agreement.

2.3. The Shopper App may request from you any feedback, including but not limited to product or retailer information, or images of receipts or products ("**Feedback**"). You agree that such Feedback shall be the exclusive property of Instacart and that you will sign all documents necessary to confirm or perfect the exclusive ownership of Instacart to the Feedback. You further agree not to enforce, and otherwise waive to the fullest extent legally possible any moral rights that you may have now or in the future in respect of the Feedback and, to the extent Instacart is not recognized as the owner of Feedback, you agree to grant Instacart a worldwide, perpetual, irrevocable, royalty-free, fee-free, fully transferable and sub-licensable license to use, exploit, or modify the Feedback in any way and for any purpose without payment to you.

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- b. You may only use the Shopper App in countries and territories where Instacart's services are available to customers.
- c. You must provide Instacart information that is true, accurate, and complete at all times and you may not impersonate any other person in your use of the Shopper App or the Instacart Platform or post another person's personal information, data, content, or materials through the Shopper App or the Instacart Platform without the person's consent.
- d. You may not rent, lease, sell, transfer, redistribute, or sublicense the Shopper App.
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