

User Agreement

1.1 Purpose

Our mission is to help restaurants and food vendors (together “Member Restaurants”) increase sales and boost marketing efforts by providing affordable and easy to use technology and services.

1.2 Agreement

This agreement ("agreement") states the terms and conditions under which you may access and use this website and our Services (defined below). Please read this agreement carefully. Your access and use of this website and Services (defined below) and the information, content and software provided by Fattell Consulting, LLC DBA Foodeaze (“Foodeaze”, or “we”), our Member Restaurants and other third parties is conditioned upon your acceptance without modification of these terms and conditions.

This agreement includes the terms and conditions of this User Agreement, our [Privacy Policy](#), the terms of payment presented at the time of any purchase, [Account Administration](#) terms, and all other terms, conditions and/or agreements that may be presented to you at the time you register, first use certain services on our website or Member Restaurant websites or other services (altogether, our “Services”) through this website, including any terms, conditions rules or regulations established by Member Restaurants, as such terms may be amended from time to time.

By continuing to access this website or our Services (defined below) you indicate that you have had an opportunity to review this agreement and understand and intend that this is a legally binding contract. If you do not agree to the terms of this agreement, do NOT click “join now”, “sign up”, “Launch” or similar terms indicating your approval or agreement, and do not access or otherwise use this website or our Services.

You agree not to contest the validity or enforceability of this agreement. You agree that this agreement, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. You agree not to contest the admissibility of copies of such agreement under either the business records exception to the hearsay rule or the best evidence rule on the basis that the agreement was not originated or maintained in documentary form.

You represent that you have the requisite authority to enter into a binding legal contract for the Services, and make payment for such Services, individually or on behalf of any entity, partnership, association or other organization as a partner, officer, director employee or agent with actual authority to so act on behalf of the entity, partnership, association or other organization for whom you have provided registration information

1.3 License

Foodeaze grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use our website and Services, and any related software and software documentation, on the terms and conditions provided in this agreement. If you access, download or use our website and/or Services you agree that from time to time, the related software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

You shall not copy, modify, create derivative works of, decompile, disassemble, reverse engineer, or otherwise attempt to extract source code from our website, Services, any software or its documentation, or the communications protocols for accessing our website, Services, or software unless you are expressly permitted to do so under an open source license, or we give you express written permission. You further agree not to redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer or attempt to transfer any rights to our website, Services, software or documentation thereof, or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in our website, Services, or software.

1.4 Your Access to Foodeaze

Your continued access to our website is conditioned upon your compliance with this agreement. Users of this website and our Services must be at least thirteen years old. If any law requires that users must be older in order for Foodeaze to lawfully provide access to this website or our Services (including the collection, storage and use of user information) then the minimum age is such older age.

As between you and others, your account belongs to you. You agree to (1) choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account; and (4) follow the law and terms of this agreement. You are responsible for anything that happens through your account. You are responsible for reporting any misuse of your account immediately through [\[Contact Us\]](#).

Users of our website or Services may be unregistered visitors or registered members. The different payment options and Services offered through our website by Members Restaurants will be published on the relevant Member Restaurant website from time to time. Foodeaze does not control and is not responsible for the accuracy of such information. Member Restaurants post and maintain such information independently. If you order food through our website or Services you agree to pay the fees listed on the relevant Member Restaurant website for such food or services and any related taxes. Failure to pay these amounts may result in the termination of your access to our website and/or Services.

1.5 Notices and Service Messages

If for any reason we are required to give you notice under this agreement or otherwise, you agree that we may provide such notice to you at the address(es) (including via email addresses) that you provided to us at the time of registration. You may update your user information at any time [here](#).

1.6 Information, Messages and Sharing

Our Services allow messaging and sharing of information in many ways, such as through your profile, Facebook®, and other means (all such information, materials and content referred to in this agreement as "Information"). Information that you share or post may be seen by other users. Where settings are available on our website or Services, we will honor the choices you make regarding access to your Information. We cannot guaranty that any Information you post to the website or through our Services will remain private or confidential. We are not obligated to publish or remove any Information on our website or Services. We reserve the right to remove any Information from our website or Services in our sole discretion, with or without notice. You promise to provide only accurate, complete and truthful Information that belongs to you and is lawfully in your possession.

By using our website or Services, you may encounter Information that may be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We do not review or approve content provided by users or Member Restaurants on our website or Services. You agree that we are not responsible for any Information posted on our website or Services for any reason, or for any claims, damages or losses resulting from your use or reliance on such Information. You also agree to indemnify us against any claims, damages or losses you may incur related to your posting of (and/or our removal of) illegal, offensive or otherwise harmful information, materials or content on our website or through our Services.

1.7 Termination

You may terminate this agreement by closing your account and refraining from visiting this website and/or using our Services. We reserve the right to limit your use of our website or Services, including suspending or terminating your account if we believe that you have or intend to breach this agreement or violate any law, or for any other reason we deem appropriate. We may change, suspend or end access to our website or any Service, all or any part of the website or Services, in our sole discretion, with or without notice. We may terminate this agreement and your access to our website and Services at any time without notice.

1.8 Proprietary Rights Notices

All text, graphics, logos, button icons, images and the selection and arrangement of the content of our website, as well as the computer programs used to generate web pages and the website are the exclusive property of Foodeaze, its licensors and or affiliates, and is protected by U.S. and international copyright, trademark, patent and other laws, and may not be used or copied without the express written permission of Foodeaze. Foodeaze reserves any and all rights, in all media and technologies existing now or later developed, not expressly granted in this agreement. The deletion or alteration of any copyright or other proprietary notices from this website is strictly forbidden.

The trademarks, service marks, designs and logos (collectively, "Trademarks") displayed on this website are the registered and unregistered trademarks of Foodeaze, its licensors and affiliates. The Trademarks include, but are not limited to the word Foodeaze. Your use of the Trademarks displayed on this website except as provided in this agreement, is strictly prohibited. Nothing in this agreement shall be construed as granting to you a license under any copyright, trademark, patent or other intellectual property right of Foodeaze. Copyright © 2016.

1.9 Infringement Notice

Pursuant to Section 512(c)(2) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Foodeaze has designated Hayden Brainard, Tel: (607) 273-4200, Email: HRB@MillerMayer.com, Copyright Agent of Foodeaze, to receive notifications of claimed infringement. If you believe that your work has been copied and is accessible on our website, in a way that constitutes copyright infringement, you may notify Foodeaze by providing its Copyright Agent with the following information: (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (3) Identification of the

URL or other specific location on our website where the allegedly infringing material is located; (4) Your address, telephone number and email address; (5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized agent to act on behalf of the copyright owner.

2.2 NO WARRANTY; LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. OUR WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR PERSONAL USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. IN NO EVENT SHALL FOODEAZE, ITS LICENSORS AND OR AFFILIATES, MEMBER RESTAURANTS, ANY THIRD PARTY PROVIDERS, AND ANY OTHER PERSON INVOLVED IN TRANSMITTING INFORMATION THROUGH OUR WEBSITE (ALTOGETHER, "FOODEAZE") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE (OR ANY LINKED, HOSTED OR CO-LOCATED WEBSITES) OR WITH THE DELAY OR INABILITY TO USE OUR WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, FOODEAZE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. FOODEAZE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH OUR WEBSITE, EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE. THE INFORMATION PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES, TYPOGRAPHICAL ERRORS OR OUT-OF-DATE INFORMATION. FOODEAZE DOES NOT GUARANTEE THE ACCURACY, QUALITY, TIMELINESS, COMPLETENESS OR CORRECT SEQUENCING OF THE INFORMATION OR WARRANT ANY RESULTS FROM USE OF THE INFORMATION. YOU ACKNOWLEDGE THAT FOODEAZE SHALL HAVE NO LIABILITY TO YOU FOR ANY ACTION OR INACTION WITH RESPECT TO INFORMATION, CONTENT, OR CHANGES IN OUR WEBSITE.

FOODEAZE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES EVEN IF YOU ADVISE THEM OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR LOSS OF PROFITS AND DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE INFORMATION OR FOR OMISSIONS OR INACCURACIES IN THE CONTENT OR INFORMATION. AS A CONDITION TO ACCESSING AND USING THIS WEBSITE AND/OR SERVICES, YOU EXPRESSLY AGREE TO WAIVE ANY CLAIM YOU MAY HAVE AGAINST FOODEAZE OR ANY OTHER PERSONS PROVIDING ANY SERVICES ON THE WEBSITE OR THROUGH FOODEAZE. BY ACCESSING OR RECEIVING INFORMATION AND OR CONTENT, YOU AGREE THAT THE LIABILITY OF FOODEAZE ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE WEBSITE OR SERVICES WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR ACCESS TO OUR WEBSITE OR SERVICES OR PRODUCTS PURCHASED FROM MEMBER RESTAURANTS OR OTHER PARTIES RELATED TO YOUR CLAIM. FOODEAZE WILL NOT BE LIABLE FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH THAT ENTITY DOES NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECT PROBLEMS; BUGS, ERRORS, CONFIGURATION PROBLEMS OR THE INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; THE FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH SERVICE PROVIDERS OR OTHER EQUIPMENT OR SERVICES RELATING TO YOUR COMPUTER OR NETWORK; OR UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, NATURAL DISASTERS OR LABOR DISPUTES. FOODEAZE IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY RESULTING IN ANY WAY FROM YOUR USE OF OUR WEBSITE OR SERVICES.

2.3 Indemnification

You agree to defend, indemnify and hold harmless Foodeaze, its licensors and or affiliates, Member Restaurants, third party providers, and each of their employees, contractors, officers and directors from all liabilities, claims and expenses, including attorney fees that arise from your use of our website or Services. Foodeaze reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. In such event, you shall have no further obligation to provide indemnification for such matter. You agree that no joint venture, partnership, employment or agency relationship exists between you and Foodeaze as a result of this agreement or your use of our website or Services.

2.4 Links

Foodeaze provides links to Member Restaurant websites and may provide links to other websites, including links to third party websites from which it may earn income by users clicking through such links, as part of our Services. Foodeaze does not control these Member Restaurant websites or other linked websites, is not responsible for them, and makes no representations

as to their availability, accuracy, content, quality, nature and copyright compliance or any viruses accessed through them. The fact that Foodeaze provides any such links is not an endorsement, authorization, sponsorship, or affiliation with respect to the business(es) of such website, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and Foodeaze cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU HOLD FOODEAZE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY USE OF OR RELIANCE ON ANY CONTENT, GOODS OR SERVICES AVAILABLE ON OTHER WEBSITES. In addition, you may not link any Member Restaurant website or this website or any of its web pages, Services, information, content, third party information, or web pages of any third party provider, or licensors or affiliates of Foodeaze, to your website or any website of any other party. Third party websites or links may collect information about you in a manner that is different from this agreement or our [Privacy Policy](#). Foodeaze does not control other websites or their privacy practices. You should investigate the privacy policies of such third party website before providing any personal information.

2.5 Consent To E-Mail Communications And Opting Out

By clicking "I Agree" and entering into this agreement or by accessing the website or Services, you are consenting to the receipt of electronic mail ("e-mail") from Foodeaze. Foodeaze may send you e-mail about services, products it believes may be of interest to you, your account, including regulatory communications and or legal notices. You may opt-out of future email communication regarding products and services by unchecking the box below or by following instructions contained in any e-mail that you receive from us, however, Foodeaze reserves the right to e-mail you, and you consent to receive via e-mail, important information relating to regulatory communications and or legal notices.

2.6 Other Provisions

In connection with your use of our website or Services you agree, at all times, to:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Services in a professional manner.

In connection with your use of our website or Services you agree, at all times, NOT to:

- Act dishonestly or unprofessionally;
- Posting inappropriate, inaccurate, or objectionable Information on our website or Services;
- Add Information that is not intended for, or inaccurate for, a designated field;
- Use an image that is not your likeness for your profile;
- Misrepresent your current or previous positions and qualifications or affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a user profile for anyone other than yourself;
- Use or attempt to use another user's account;
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that does not belong to you;
- Violate intellectual property rights of others;
- Violate the intellectual property or other rights of Foodeaze including, without limitation, using our trademarks, including "Foodeaze" and "Foodeaze" and any logos, artwork, designs or business name(s), email, or URLs related to our found on this website or our Services;
- Use our website or Services to send messages to people who do not know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized solicitation;
- Post any Information that contains software viruses, worms, or any other harmful software code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the website or our Services;
- Creating or operate a fraud or other similar practice;
- Copy or use the information, content or data of others available on our website or Services except in the manner expressly authorized;
- Copy or use the Information on our website or Services in connection with a competitive service or for the benefit of any third party;

- Copy, modify or create derivative works of our website or Services or any related technology, except as expressly authorized by Foodeaze in writing;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Foodeaze without our express prior written consent;
- Rent, lease, loan, trade, sell/re-sell access to our Services or Information;
- Sell, sponsor, or otherwise monetize a Foodeaze group or any other feature of our Services, without our prior written consent;
- Deep-link to our website or Services for any purpose other than to promote your profile or a Foodeaze group on Foodeaze, without our prior written consent;
- Remove, cover or obscure any advertisement included on our website or Services;
- Collect, use, copy, or transfer any information obtained from our website or Services without our prior written consent;
- Share or disclose information of others without their express prior written consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” our website or Services or any Information, or to add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of our website or Services;
- Access or attempt to access our website or Services except through the interfaces expressly provided by Foodeaze;
- Override any security feature of our website or Services; and
Interfere with the operation of, or place an unreasonable load on, our website or Services.

This agreement represents the entire binding agreement between us, and our respective successors and assigns, and supersedes any and all prior understandings, statements or representations, whether electronic, oral or written, regarding Foodeaze, this website or the information thereon and the Services. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. You acknowledge that, in providing you with access to the website and Services, Foodeaze has relied upon your consent to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying the website and Services. You further acknowledge that you have read, understand and agree to be bound by the terms of this Agreement or any other agreement with Foodeaze that applies to your use of the website and our Services, as currently in effect and as amended from time to time. This Agreement, and all future agreements you shall enter into with Foodeaze, unless otherwise indicated, shall be governed by the laws of the state of New York, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Foodeaze in New York or elsewhere. You submit to the personal and exclusive jurisdiction of the State and local courts located within and the Federal courts having jurisdiction over claims arising in New York County, New York. This website is controlled, operated and administered from the United States of America. Foodeaze makes no representation that the information on the website or Services are appropriate, available or legal for use outside the United States. You may not use the website or our Services or export the same from or through this website in violation of U.S. export laws and regulations. If you access this website from a location outside the United States, you are solely responsible for compliance with local laws. Any provision of this agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provision of this Agreement or affecting the validity or enforceability of such remaining provisions. Foodeaze shall not be liable for any failure to perform its obligations in connection with any Services or access to the Website, where such failure results from any act of God or other cause beyond its' reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents, accessing Information, Services or the website. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this agreement.