

## Terms and Conditions

Effective Date: 1 October 2018

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# Restaurant365

## 1 Introduction

These terms and conditions govern your use of this website offered by Restaurant365 ("Restaurant365"); by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our Restaurant365's use of cookies in accordance with the terms of Restaurant365's Privacy Policy.

## 2 Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to this website without Restaurant365's express written consent.

You must not use this website for any purposes related to marketing without Restaurant365's express written consent.

## 3 Your Content

In these Terms and Conditions, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Restaurant365 a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. Restaurant365 reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

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## 4 No Warranties

This Website is provided "as is," with all faults, and Restaurant365 makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

## 5 Limitation of Liability

Restaurant365 shall not be liable to you for loss or prospective profits or special, indirect or consequential damages even if Restaurant365 is advised of the possibility of such damage. In addition, in no event shall the liability of Restaurant365 to you under this Agreement exceed an amount equal to that paid by you to Restaurant365 in connection with your use of the Application within the previous twelve-month period.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

## 6 Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## 7 Indemnification

Unless we have your consent or except as required or permitted by law, Restaurant365 will not sell, share, trade, or give away any Information that it collects or receives regarding its Users.

## 8 Jurisdiction

This Agreement is governed by the laws of U.S. You hereby consent to the jurisdiction of the courts located within the county in which Restaurant365's principal office in the U.S. is located.

This Agreement is governed by the laws of the State of California, excluding conflicts of laws principles that would result in the application of the laws of any other jurisdiction. You hereby submit to the exclusive jurisdiction of the federal and state courts of the State of California; provided, however, that Restaurant365 shall have the right to

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institute judicial proceedings against you or anyone acting by, through or under you, in other jurisdictions in order to enforce Restaurant365's rights hereunder through reformation of contract, specific performance, injunction, or similar equitable relief.

## 9 No Implied Rights

All rights not expressly granted by Restaurant365 to you in this Terms and Conditions Agreement are hereby reserved by Restaurant365 and its suppliers. There are no implied rights in this Terms and Conditions Agreement.

## 10 Amendments to Terms and Conditions

Restaurant365 reserves the right, at any time, to modify, alter, or update the Terms and Conditions without prior notice. Modifications shall become effective immediately upon being posted on our website. Your continued use of the website after modifications are posted constitutes an acknowledgment and acceptance of the Terms and Conditions and its modifications.

## 11 General

You acknowledge that you have read this Terms and Conditions, understand it and agree to be bound by its terms and conditions. You further agree that this agreement is the complete and exclusive statement of the Agreement between you and Restaurant365 which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and Restaurant365 relating to the subject matter hereof.

If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may write to Restaurant365 at the following address:

[legal@restaurant365.com](mailto:legal@restaurant365.com)