

1. Copyright 2021 The ODD Kitchen LLC All Rights Reserved
2. Privacy Policy (link to open page with below language)
3. Terms & Conditions (link to open page with below language)

Privacy Policy (revised 10/2021):

Thank you for visiting The ODD Kitchens website, and we'd like you to know that we respect the privacy of our visitors. This Privacy Policy describes how The ODD Kitchen uses and discloses the personal information we collect from our website and/or mobile app.

This policy applies to the website, mobile app and any other websites operated by The ODD Kitchen. Your use of the website and/or mobile app constitutes your acceptance of this Privacy Policy and your consent to the practices it describes.

The information The ODD Kitchen collects

The ODD Kitchen collects both personal and anonymous information from you when you visit our Website and/or send us information. The ODD Kitchen only obtains personally identifiable information such as your name and email address, and only other information that is voluntarily provided. We may collect information you share on either the mobile app or website and we may collect information about your food order.

The information will be used for the purposes for which you provide it. We may also use this information to communicate with you as to create personalized promotions by combining your personal information with non-personal information, such as the purchases you make or any benefits you receive through promotional programs.

How we may use your information

The ODD Kitchen may use information to process and fulfill online orders made directly through our mobile app, website or through a third-party delivery service or aggregator. The ODD Kitchen may share anonymous information for legitimate business purposes allowed under the applicable laws and regulations without consent or notification. The ODD Kitchen only shares personal information about a customer with third parties who are needed to fulfill your request for service, including vendors or other organizations. We may share some of your information with affiliated companies, in which case we will require these affiliates to provide the same degree of protection for your personal information as we do under this Privacy Policy.

The ODD Kitchen will not sell, transfer, or disclose your personal information to any third parties other than for the limited purposes described in this policy.

Protection of your information

The ODD Kitchen protects your information using technical security measures to reduce the risk of loss, misuse, unauthorized access, disclosure, or modification of your information. Some of our safeguards include data encryption, firewalls, and administrative controls. If sensitive information (e.g. credit card information) is transmitted through our website or mobile app, the information is transmitted through a Secure Socket Layer (SSL).

Cookies and usage

We currently do not use cookies on our website. If in the future we decide to initiate the use of cookies, the following will explain its purposes. Cookies are used for a variety of purposes to improve and personalize your visits to our website or mobile app. Cookies are small pieces of data that a web server sends to be stored by your browser on your computer. Cookies allow us to recognize your computer or device while you are using our website or mobile app which helps us remember important information that will make your use of the website more favorable. Cookies help us track the total number of visitors to our websites on an anonymous aggregate basis. Cookies also enable us to remember you when you return to our website or mobile app. Options in your web browser can notify you when you receive a cookie or prevent a cookie from being sent. Please remember that if you disable cookies, some features may not be usable.

Links

Our website or mobile app may offer links to sites other than those maintained by The ODD Kitchen. These websites, including social media sites, have their own policies. If you visit one of these sites, you will be subject to their policies. We encourage you to read their privacy policies.

Your rights

The ODD Kitchen respects your privacy and wants you to have control over how your personal information is used. Subject to local law, here are ways in which you can control your personal information:

- You may revoke your consent to the collection and use of your personal information at any time.
- You can request us to erase or block the use of your personal information
- You can inform us of any changes to your personal information or have us correct any information we have about you
- The exercise of your rights is free of charge

Privacy policy updates

This Privacy Policy is subject to revision and is in effect on the date noted at the top of this page. If any changes have been made, we will post the updated policy on this webpage. Continued use of the Website following notice of any change shall indicate your acknowledgement of such changes and agreement to be bound by the revised terms of our Privacy Policy.

Contact

We always welcome your feedback regarding our policies and how we collect, use or share your Personal Information. Please contact us at contact@theoddkitchen.com

Terms and Conditions:

These Terms of Use apply to any website, mobile application, and all online services or programs operated by The ODD Kitchen. The ODD Kitchen requires that all users of the services agree to the terms and conditions stated below. These Terms are a legal and binding agreement between you and The ODD Kitchen. By accessing and using the services, you signify your agreement with these terms. If You do not agree with these terms, please do not use the services. These terms also govern our interactions with you, the user, on third party platforms.

Modification to terms and conditions

The ODD Kitchen reserves the right at any time to update, modify or revise these terms and conditions. Any changes will become effective upon posting the updates, changes, revisions or modifications. Your continued use of the The ODD Kitchen site or services after any such revisions indicates your acceptance of the terms and conditions as revised. You are responsible to regularly review our terms and conditions.

Use of online services

Online Services and all content, including but not limited to text, images, graphics, designs, photographs, illustrations, pictures and video/audio files is owned by The ODD Kitchen and are protected by copyright, trademark and other intellectual property rights under the United States and foreign laws. You may not use, copy, reproduce, transmit, modify, amend, create derivative works, sell, distribute, republish, upload, download, post or exploit content without the prior written consent of The ODD Kitchen. Such action violates The ODD Kitchen intellectual property and any other rights under the applicable laws.

Links to other sites

The ODD Kitchen provides links to third-party websites and social media platforms. Linked sites are made available for your convenience and unless otherwise specified, The ODD Kitchen does not operate or control any information, products, or services on these third-party websites. The ODD Kitchen does not endorse and is not responsible for the accuracy or reliability of any site to which any of the services is linked or any opinion, content, advice, statement or information made or provided in any such third-party site.

Indemnification

You agree to indemnify, defend, and hold harmless The ODD Kitchen, its providers, officers, directors, shareholders, employees, agents, successors, members, and distributors from any and all claims, demands, losses, liabilities, costs and/or expenses, including attorneys' fees, that arise out of or in connection with your use or activities relating to:

1. your use of the services
2. your online activities in connection with these services
3. your violation or breach of these terms
4. your failure to comply with applicable laws or regulations in connection with the services

No warranties

The ODD Kitchen makes no representations or warranties regarding the online services and content. We do not warrant that the online services or materials will be error-free, uninterrupted, or free of viruses or other harmful components, or that any defects will be corrected. We make no representations or warranties regarding the use of The ODD Kitchens online services or materials, programs, features, and services made available through the online services, or the results obtained therefrom, including, without limitation, as to accuracy, timeliness, reliability, or otherwise. The online services and materials, programs, features, and services made available through the online services are provided on an "as is" and "as available" basis without any representation or warranty, express or implied, of any kind. To the fullest extent permitted by law, we hereby disclaim all warranties of any kind or nature, including, but not limited to, the implied warranties of merchantability, accuracy, non-infringement, or fitness for any particular purpose. We disclaim any and all liability for the acts, omissions, and conduct of any third-party service providers, partners, sponsors, licensors, or licensees in connection with or related to your use of The ODD Kitchen online services and materials, programs, features, and services made available through the online services.

Limitations of liability

In no event shall we or any of our providers be liable to any person for damages of any kind, under any legal theory, including, but not limited to, any direct, indirect, special,

consequential, punitive, or other damages resulting from your use of or inability to use the online services and materials, programs, features, and services made available through the online services, even if we have been advised of the possibility of such damages. Because some states do not permit the exclusion or limitation of certain damages, in such jurisdictions, liability is limited to the fullest extent permitted by such state law.

Dispute resolution, arbitration clause and class action waiver

Our hope is to resolve any issue you may have with the services before needing a formal legal case. You agree that if you have a dispute with The ODD Kitchen arising from, connected to, or in any way related to these terms, you will try and resolve the dispute first by contacting The ODD Kitchen customer service at contact@theoddkitchen.com

You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 20 business days after you've sent a message. If the disagreement stated in the message is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association ("AAA" or "the Arbitrator"). You agree that disputes between you and The ODD Kitchen relating to these services will be resolved by binding arbitration. This arbitration provision limits the ability of you and The ODD Kitchen to litigate claims in court and you and The ODD Kitchen each agree to waive your respective rights to a jury trial or a state or federal judge. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these terms.

Arbitration will be held in New York, NY

You agree that you will not file any lawsuit against The ODD Kitchen in any state or federal court. You agree that if you do sue in state or federal court, and The ODD Kitchen brings a successful motion to compel arbitration, you must pay all fees and costs incurred by The ODD Kitchen in court, including reasonable attorney's fees. You and The ODD Kitchen agree that any judicial proceeding will be brought in the Federal or State courts of New York, NY. For any such filing of a demand for arbitration, you must affect proper service under the rules of the arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. You agree that the arbitrator will have sole and exclusive jurisdiction over any dispute you have with The ODD Kitchen. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. You agree that you will not file a class action or collective action against The ODD Kitchen, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of

any other person. Notwithstanding any other provision in these terms, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be re-filed in a court. Under no circumstances do you or The ODD Kitchen agree to class or collective procedures in arbitration or the joinder of claims in arbitration. The ODD Kitchen agrees that we will submit all disputes with you to arbitration before the Arbitrator.

Miscellaneous

These terms constitute the entire agreement between you and The ODD Kitchen. They govern your use of the services and supersede all previous written or oral agreements between you and The ODD Kitchen with respect to the services. These Terms will be governed by the laws of the State of New York, U.S.A., notwithstanding any conflicts of laws principles. The failure of The ODD Kitchen to enforce a provision is not a waiver of its right to do so later. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If a provision is found unenforceable, the remaining provisions of the terms will remain in full force and effect. You may not assign any of your rights under these terms, and any such attempt will be void. The ODD Kitchen may assign its rights to any successor in interest of any business associated with the services. Nothing contained in this agreement shall create any association, partnership, or agency or joint venture between The ODD Kitchen and You.

The failure of The ODD Kitchen to comply with these terms because of an act of God, war, fire, riot, terrorism, actions of federal, state, or local governmental authorities, or for any other reason beyond the reasonable control of The ODD Kitchen shall not be deemed a breach of this agreement.

Contact

If you have any questions relating to our Terms and Conditions, please email us at contact@theoddkitchen.com