

# **Terms and Conditions**

## **Agreement between User and www.uzchef.com**

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## **Privacy**

Your use of www.uzchef.com is subject to Startway LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting www.uzchef.com or sending emails to Startway LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Startway LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Startway LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## **Children Under Thirteen**

Startway LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.uzchef.com only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

You may cancel your subscription at any time. You may cancel your order within 20 minutes before processing, by contacting at (209) 733-7777. Cancellations orders made after 20 minutes of service will not qualify for a refund. Please contact us at [uzchef@outlook.com](mailto:uzchef@outlook.com) with any questions.

## **Links to Third Party Sites/Third Party Services**

www.uzchef.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Startway LLC and Startway LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Startway LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Startway LLC of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

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### **International Users**

The Service is controlled, operated and administered by Startway LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Startway LLC Content accessed through www.uzchef.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification**

You agree to indemnify, defend and hold harmless Startway LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Startway LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Startway LLC in asserting any available defenses.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Startway LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STARTWAY LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR

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### **Termination/Access Restriction**

Startway LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Startway LLC as a result of this agreement or use of the Site. Startway LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Startway LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Startway LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Startway LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Startway LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Startway LLC reserves the right, in its sole discretion, to change the Terms under which [www.uzchef.com](http://www.uzchef.com) is offered. The most current version of the Terms will supersede all previous versions. Startway LLC encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Startway LLC welcomes your questions or comments regarding the Terms:

Startway LLC  
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Effective as of July 20, 2020