

WAITRON INC. TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THEE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE PROCEDURE, JURISDICTION AND VENUE OF DISPUTES.

1. WELCOME

Welcome to Waitron, a service owned and operated by Waitron Inc., a Delaware corporation ("**Waitron**", "**we**", "**us**" or "**our**"). These Terms and Conditions (the "**Terms**") govern your ("**you**" or "**your**") access to and use of the website, located at 115 W 18th St, 2nd Fl New York, NY 10011 and any other Waitron branded websites, web pages, mobile applications and mobile websites operated by Waitron (the "**Site**") and all services (the "**Services**") provided by Waitron via the Site.

These Terms incorporate our Privacy Policy by reference, which contains information and notices concerning Waitron's collection and use of your personal and non-personal information and data. Please carefully read these Terms and our Privacy Policy before using the Site or Service.

Definitions

"**Client**" means a user of the Site and Service interested in booking Limited Employees for Events. "**Event**" means an event that Client requires Limited Employee Service.

"**Limited Employee**" means a registered user who has a LE Account and is interested in providing services at Events.

"**Web Portal**" means the Waitron website located at <http://waitron.com>

"**You**" or "**User**" refers to both of Client and Limited Employee.

"**Waitron Representative**" means an individual who communicates with both of Client and Limited Employee on behalf of Waitron.

"Opportunity" means a prospective Event for a Limited Employee.

2. YOUR USE OF THE SERVICE

Digital Signature

By registering and/or using the Service in any manner, or by clicking to accept the Terms when prompted on the Site, you are deemed to have executed these Terms electronically, effective on the date you register, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. §7001, et seq.). Your registration constitutes an acknowledgement that you are able to electronically receive, download, and print these Terms, and any amendments thereto. If you do not agree or are unable to agree with any or all of the provisions set forth in these Terms, you are not authorized to use or otherwise obtain information from the Site or Services.

Consent to Use Electronic Records

In connection with these Terms, you may be entitled to receive certain records, such as contracts, notices and communications, in writing. To facilitate your use of the Site and Services, you give us permission to provide these records to you electronically instead of in paper form.

Your Consent and Your Right to Withdraw Consent

By registering and/or using the Service in any manner, you consent to electronically receive and access, via email or the Site, all records and notices for the services provided to you under these Terms that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the U.S. Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically, we will revoke your access to the Site and the Services, and you will no longer be permitted to use the Site or Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your

withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

By accepting and agreeing to these Terms electronically, you represent that (a) you have read and understand the above consent to receive records and notices electronically and (b) your consent will remain in effect until you withdraw your consent as specified above. If you are using the Services on behalf of an organization or entity ("**Client**"), then you are agreeing to these Terms on behalf of that Client and you represent and warrant that you have the authority to bind the Client to these Terms.

Changes to Terms

We may amend, update or change these Terms at any time. We will notify you regarding changes in these Terms by an e-mail sent to the address specified in your account and/or by placing a prominent notice on the Site once the change has become effective. You are encouraged to review the Terms from time to time in the event changes have been made. Your continued use of the Site and/or Services indicates your assent to the Terms as posted and you agree that we may change it at any time, effective immediately.

3. WAITRON'S LICENSE TO ITS USERS

Subject to your compliance with these Terms, Waitron grants you a limited, non-exclusive, non- sublicensable, revocable, and non-transferrable license to: (i) access and use the Site and/or Services solely in connection with your use of the Services; and (ii) access the content, information and related materials that may be made available through the Site and the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Waitron and Waitron's respective licensors.

4. ACCOUNT AND REGISTRATION

To register for an account (an "**Account**"), you must be, and hereby represent that you are, a legal entity or individual 18 years or older who can form legally binding contracts. Additionally, you agree to (1) provide accurate,

current and complete information in connection with your account registration ("**Account Information**") and (2) maintain and promptly update the Account Information to keep it accurate, current and complete. You must not provide false or misleading information about your location, your business or your skills. You must not register for more than one Limited Employee

Account ("**LE Account**") or Client Account. You must not ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

Through your Account, you have access to the Services and functionalities that Waitron may establish and maintain from time to time and in our sole discretion. You understand that we maintain different types of accounts for types of Users.

Your failure to maintain accurate, complete, and up-to-date LE Information or Event Information may result in your inability to access and use the Site or Services or may result in Waitron's termination of these Terms with you. You are responsible for all activity that occurs under your Account. You understand and agree that Waitron shall have no responsibility for any incident arising out of, or related to, your Account Information, LE Information, Event Information or Account.

(A) LE Account

In addition to the Account Information, you must submit to Waitron certain personal information such as your name, address, mobile phone number, age, certain information regarding your past work and job related history as well as banking and payment information ("**LE Information**").

(B) Client Account

In addition to the Account Information, you must submit to Waitron certain information related to the upcoming event that you request Limited Employees for. The event information shall include the following: (a) start and end time, date and location; (b) number of Limited Employees needed; (c) event type; (d) type of services requested; and (e) uniform/dress code (collectively, the "**Event Information**").

5. FEEDBACK

For the benefit of other Users of the Service, Waitron encourages you to leave objective balanced feedback about Users with whom you have transacted. You acknowledge and agree that feedback results for you will consist of comments, ratings, and other feedback left by other Users, and that Waitron will make available to other Users, including composite feedback based on these individual ratings. Waitron provides its public feedback system as a means through which Users can share their opinions publicly and Waitron does not monitor or censor these opinions. Waitron does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that Waitron do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. Waitron is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Waitron reserves the right (but is under no obligation) to remove posted feedback or information that in Waitron's sole judgment violates the Terms or negatively affects our community or operations.

6. WAITRON RELATIONSHIP TO LIMITED EMPLOYEES

If a User elects to register for a LE Account, the below Limited Employment Terms shall apply. Limited Employee's use of the Site and Services after the effective date will signify Staffer's acceptance of and agreement to these Limited Employment Terms. Capitalized terms not defined in these Limited Employment Terms shall have the meaning as set forth in the Terms.

These Limited Employment Terms are a binding legal agreement by and between Waitron and Limited Employee and supersede and replace all prior agreements between Limited Employee and Waitron concerning Limited Employee's limited employment.

Waitron as Staffing Provider

When User becomes a Limited Employee, Waitron will employ Limited Employee as a limited employee. Limited Employee acknowledges that Limited Employee has agreed to be employed by Waitron and assigned to Clients. Limited Employee agrees to complete such documents as Waitron may legally and reasonably require in connection with the employer-employee relationship, including, without limitation, an authorization for a background check, applicable tax forms, and an I-9 or other documentation to establish authorization for employment in the applicable country.

Terms

(A) Limited Employee understands that active employment with Waitron is based upon the Opportunities available at any given time through the Site and Services. Waitron shall pay Limited Employee only for each hour of approved services performed by Limited Employee for a Client, said payment to be made to Limited Employee as soon as practicable by Waitron via its standard payroll. All payments by Waitron to Limited Employee shall be subject to withholding by Waitron for any and all Federal, State, and/or Locally mandated taxes or other purposes.

(B) Limited Employee acknowledges and agrees that Limited Employee is a limited employee of Waitron and as a limited employee, Limited Employee shall have no rights to any of the following benefits: (i) medical insurance, (ii) dental insurance, (iii) life insurance, (iv) vacation pay, (v) sick pay, (vi) holiday pay, and (vii) other benefits available to employees of Waitron (notwithstanding that certain other non-limited employees of Waitron may be accorded such benefits, from time to time), unless Waitron specifically in writing makes such benefits available to Limited Employee. Limited Employee shall not be entitled to unemployment benefits during any time period that Limited Employee is not actively employed by Waitron or on active assignment through Waitron. Additionally, upon the termination or expiration of Limited Employee's relationship with Waitron, Limited Employee shall not be entitled to unemployment benefits.

(C) Limited Employee acknowledges that Limited Employee shall be employed on an "at will" basis in accordance with Waitrons normal operating policies as from time to time in effect, with no further obligation of either party pursuant to these Terms, except as specifically set forth in these Terms.

(D) Limited Employee understands that his or her assignments are temporary in nature, the length of which may be increased, decreased, or cancelled at any time as determined by Waitron and/or a Client.

(E) In connection with Waitron's effort to offer assignments to Limited Employee with Clients, Limited Employee agrees to:

(i) Provide any requested information and/or documentation of education, experience, or references, including but not limited to, information necessary to conduct a background check on Limited Employee, should this be requested by Client or Waitron;

(ii) Maintain strict confidentiality of all information provided by Waitron and/or Client, except to the extent that such information is available through public sources;

(iii) Provide timely notice to Waitron via SMS or via the Limited Employee Web Portal for indicating whether or not Limited Employee is available for the Opportunity he or she received from a Waitron Representative as soon as possible.

(F) Representations, Warranties, and Covenants of Limited Employee.

(i) Standard of Performance. Limited Employee hereby represents and warrants that Limited Employee has the necessary knowledge, experience, abilities, skills and resources to perform Limited Employee's obligations under these Terms and agrees to perform Limited Employee's obligations under these Terms, in a professional manner, consistent with prevailing industry standards and practices.

(ii) No Conflicts. Limited Employee hereby represents and warrants that Limited Employee is not now a party to or subject to, nor will Limited Employee enter into or become subject to, any agreement or obligation, which would prevent or interfere with the performance of Limited Employee's obligations hereunder. Further, Limited Employee represents and warrants that Limited Employee's performance of the requested services does not and shall not violate (i) any contracts or agreements with third parties or (ii) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.

(iii) Confidential Information. Limited Employee hereby represents and warrants that Limited Employee will never accept any assignment/opportunity under these Terms that would require Limited Employee to disclose, use, or misuse any confidential and/or proprietary information of any current or former employer, client, or customer of Limited Employee.

(iv) Limited Employee understands that Limited Employee's rate of pay from Waitron may be more or less than that received by other individuals who are performing similar services for the Client, regardless of whether they are employees of Client or Waitron or other temporary services.

(v) Limited Employee understands that in order to receive compensation for any services rendered, Limited Employee must check-in and check-out via SMS as further described in the FAQ section.

(G) Services and Compensation.

(i) Limited Employee understands that the Events are temporary in nature, the length of which may be increased, decreased, or cancelled at any time by Waitron and/or the Client.

(H) Indemnification. Limited Employee shall indemnify, hold harmless, protect and defend Waitron and its heirs, assigns, employees, representatives, affiliates, subsidiaries and agents (the "**Indemnified Parties**") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorneys fees (the "**Indemnified Matters**"), of any nature whatsoever (including but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of, or in connection with, the performance of Limited Employee's obligations under these Limited Employment Terms.

7. TEXT MESSAGING (SMS) & ELECTRONIC MAIL

By registering for a LE Account, you agree that Waitron may send you informational text (SMS) messages or electronic communication as part of the normal business operation of your use of the Services or the Site. You may opt-out of receiving text (SMS) messages or electronic mail from Waitron at any time by texting 646-362-1414 from the mobile device

receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may limit and impact your use of the Services.

8. NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services and/or the Site. Your mobile network's data and messaging rates and fees may apply if you access or use the Services and/or Site from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Site and any updates thereto. Waitron does not guarantee that the Site and/or Services, or any portion thereof, will function on any particular hardware or devices. In addition, Site and/or Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

9. PROCESS

Once a User has created a LE Account and become a Limited Employee, he or she will be able to accept or reject certain opportunities via SMS or via the LE web portal. A Waitron Representative will send an SMS directly to Limited Employee's mobile device which shall contain information regarding the Event. Limited Employee will have the option to reply via SMS to the Waitron Representative indicating whether or not Limited Employee has accepted the Event.

10. PAYMENT METHODS

In order to use certain features of the Service, Client must provide account information for at least one valid Payment Method. The Site makes the following methods of payment available: credit cards, in some cases bank accounts and such other methods of payment as Waitron may accept from time to time in our sole discretion.

By providing Payment Method information through the Site, Client represents, warrants and covenants that: (a) Client is legally authorized to provide such information to us; (b) Client is legally authorized to perform payments using the Payment Methods(s); and (c) such action does not violate the terms and conditions applicable to Client's use of such Payment Method(s) or applicable law. When Client authorizes a payment using a

Payment Method via the Site, Client represents, warrants and covenants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under these Terms cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means.

Client agrees to pay the Fees charged to Client's Account in accordance with the fees, charges, and billing terms in effect at the time the Fee is due and payable hereunder. By accepting these Terms, Client agrees that Waitron is authorized to immediately invoice Client's Account for all Fees due and payable to Waitron hereunder and that no additional notice or consent is required.

Waitron Fees

For each Event, Client shall pay Waitron \$35.00 US Dollars per hour per Limited Employee.

Changes in Fees and Billing Methods

Waitron reserves the right at any time to change its fees (including to begin charging for services that it currently provides free of charge) and billing methods, either immediately upon posting on the Site or by email delivery to you.

Third Party Payment Processor

Waitron uses a third-party payment processor, Braintree, to process payments from your use and payment of the Services. Waitron does not control the collection of information by Braintree. Please consult Braintree's privacy policy and terms of service by clicking here <https://www.braintreepayments.com/legal>.

You understand that your use of the Services and the Site, including, but not limited to, engaging the services of any individual through Waitron, may result in charges to you for the Services you receive.

11. USER RESPONSIBILITIES

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Site and/or Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or the Site, except as expressly permitted by Waitron; (iii) decompile, reverse engineer or disassemble the Services or the Site except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services or Site; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or Site; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or the Site, or the their respective related systems or networks. The Services and the Site and all rights therein are and shall remain Waitron property or the property of Waitron's licensors, as the case may be. Neither these Terms nor your use of the Services or the Site convey or grant to you any rights: (a) in or related to the Services or the Site except for the limited license granted above; or (b) to use or reference in any manner Waitron's company names, logos, product and service names, trademarks or services marks or those of Waitron's licensor.

12. USER REQUIREMENTS AND CONDUCT

The Service and the Site are not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive the Services or use the Site, unless you are the individual's parent or legal guardian. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws, rules and regulations when using the Services and the Site and you may only use the Services and the Site for lawful purposes. Waitron may require you to provide proof of identity, including, but not limited to, drivers license, passport, or other photo identification, to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity. In addition, Waitron may deny provision of the Services and/or the Site in its sole discretion, for any, or no reason.

13. USER PROVIDED CONTENT

Waitron may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Waitron through the Services or the Site, textual, audio, and/or visual content and information, including in relation to the Services, commentary and feedback related to the Services or the Site, initiation of support requests, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to Waitron, you grant Waitron a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services, the Site and Waitron's business and on third-party sites and services), without further notice to, or consent from, you, and without the requirement of payment to you or any other person or entity. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Waitron the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Waitron's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or

privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Waitron in its sole discretion, whether or not such material may be protected by law. Waitron may, but shall not be obligated to, review, monitor, or remove User Content, at Waitron's sole discretion, and at any time and for any reason, or no reason, without notice to you.

14. GENERAL DISCLAIMERS

YOU, AS THE USER OF THE SERVICES AND THE SITE, ASSUME FULL RISK AND RESPONSIBILITY FOR ANY AND ALL USE OF THE SERVICES AND SITE, INCLUDING THE INFORMATION PRESENTED

THEREON. BY USING THE SERVICES AND THE SITE, YOU AGREE TO HOLD WAITRON AND ITS SUBSIDIARIES AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, EXPENSES AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER RELATING TO YOUR USE OF, YOUR RELIANCE UPON, OR ERRORS OR OMISSIONS IN, INFORMATION PROVIDED TO YOU.

YOUR USE OF THE SERVICES OF WAITRON OR OF THE SITE ARE AT YOUR OWN RISK. WAITRON WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY HARM TO YOU OR OTHERS RESULTING FROM THE USE OF THE SITE AND/OR SERVICES AND SERVICES PROVIDED THROUGH THE SITE, SERVICES OR OTHERWISE.

WAITRON MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE SERVICES OR TIMELINESS OF THE SERVICES IN MEETING YOUR OBJECTIVES. WAITRON DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN YOU BEING HIRED, POSITIONS BEING FILLED OR EMPLOYMENT BEING RETAINED.

15. DISCLAIMER OF WARRANTIES

The Services and the information, functions and materials on the Site are provided 'AS IS'. Waitron makes no warranties, express or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Waitron does not warrant or make any representations concerning the accuracy, likely results, or reliability of (a) the use of materials on the Site or otherwise relating to such materials, (b) any sites linked to or on the Site or (c) use of the Services.

16. DISCLAIMER OF CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WAITRON, ITS AFFILIATES OR ANY THIRD PARTIES MENTIONED ON THE SITE THROUGH THE SERVICES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WAITRON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL LIABILITY OF WAITRON, ITS DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, HEIR, SUCCESSORS

AND/OR ASSIGNS, HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE OF THE SERVICE, SITE OR CONTENT THEREIN, IS EXPRESSLY LIMITED AS SET FORTH HEREIN, SAVE THAT, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF WAITRON, DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, HEIR, SUCCESSORS AND/OR ASSIGNS, (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED TO THE LESSER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO WAITRON IN CONNECTION WITH THE SERVICES IN THE TWO MONTHS PRIOR TO THE ACTION GIVING RISE OR LIABILITY OR (ii) IN AGGREGATE TO ONE HUNDRED FIFTY US DOLLARS (\$150.00).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WAITRON, OR ITS DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, HEIR, SUCCESSORS AND/OR ASSIGNS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT WAITRON, DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS,

DIRECTORS, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, HEIR, SUCCESSORS AND/OR ASSIGNS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE, SERVICE AND CONTENT FOR:

- DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL LOSSES OR DAMAGES;
- LOSS OF ACTUAL OR ANTICIPATED PROFITS;
- LOSS OF REVENUE;
- LOSS OF GOODWILL;
- LOSS OF DATA;
- LOSS OF ANTICIPATED SAVINGS;
- WASTED EXPENDITURE; OR
- COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NOTHING IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY

TO YOU.

18. INDEMNIFICATION

By entering into these Terms and using the Site or Services, you agree that you shall defend Waitron, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys, agents, successors and assigns harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including any third party providers of the Services arranged via the Services or Site, or (c) your use or misuse of the Site or Services.

19. INTEGRATION

These Terms apply to all current features and to new features that are added to the existing Services. These Terms and the Privacy Policy are the entire agreement between you and Waitron with respect to the Services and use of the Site, and supersede all prior or contemporaneous communications and proposals

(whether oral, written or electronic) between you and Waitron (including, but not limited to, any prior versions of these Terms).

20. MISCELLANEOUS

Waitron will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. These Terms are personal to you, and is not assignable, transferable or sub licensable by you except with Waitron's prior written consent. Waitron may assign, transfer or delegate any of its rights and obligations hereunder without your approval or consent. No agency, partnership, joint venture, or employment relationship is created as a result of

these Terms and neither party has any authority of any kind to bind the other in any respect.

21. INTELLECTUAL PROPERTY INFRINGEMENT NOTIFICATION PROCESS

We respect the intellectual property (IP) rights of others, and we expect users of our Services and Site to do the same. We will respond to notices of alleged IP infringement that comply with applicable law. For example, we respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the Copyright Act.

If you believe that your content or information has been copied in a way that constitutes copyright, trademark, and/or patent infringement, please provide us with the following information: (i) a physical or electronic signature of the IP owner or a person authorized to act on their behalf; (ii) identification of the protected work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (such as the username); (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the IP's owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the IP owner.

We reserve the right to remove any content alleged to be infringing without prior notice and at our sole discretion.

22. LIMITATION ON TIME TO COMMENCE ACTION, GOVERNING LAW,

VENUE, JURISDICTION & ARBITRATION

You agree that any cause of action arising out of or related to these Terms, Services or the Site or must commence by you within one (1) year after the cause of action arose; otherwise, your ability to bring any case or cause or

action against Waitron shall be permanently barred. Nothing herein shall be deemed to limit the period during which Waitron may bring any cause of action arising out of these Terms against you. These Terms will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to its conflict of law provisions. These Terms shall inure to the benefit of each party and its successors, assigns and agents. Waitron may assign its rights and duties under these Terms to any of its subsidiaries or affiliates without giving you notice or to any other entity upon prior written notice to you.

Binding Arbitration.

Any dispute or claim between you and Waitron, arising out of, or relating in any way to, the Terms, the Site or your use of the Services (“**Dispute**”) shall be resolved exclusively by final, binding arbitration. By virtue of this Agreement you and Waitron are each giving up the right to go to court and have any Dispute heard by a judge or jury.

The provisions of this Section 22 shall constitute your and Waitron’s written agreement to arbitrate Disputes under the Federal Arbitration Act (“**Agreement**”). Any modification to this Agreement shall be in writing and signed by you and Waitron. The arbitration will be administered by the American Arbitration Association (“**AAA**”) and conducted before a single arbitrator pursuant to its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes, available at <http://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. All arbitrations are to be conducted in New York County, State of New York.

No Class Action Matters.

You and Waitron expressly agree that each shall bring any dispute, in any amount, against the other, in each other’s respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that all disputes shall be arbitrated only on an individual basis and not in a class, consolidated

or representative action. The arbitrator does not have the power to vary these provisions.

23. WAIVER

Except as specifically permitted in these Terms, no provision or condition of these Terms can be, nor should be deemed to be, waived, altered, modified or amended unless agreed to in writing by an authorized officer of Waitron.

24. SEVERABILITY

If any provision or condition of these Terms shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

25. CONTACT

You may contact Waitron at support@waitron.com.