

## **Website Terms of Use and Privacy Notice**

PLEASE READ THESE WEBSITE TERMS OF USE AND PRIVACY NOTICE CAREFULLY BEFORE USING THIS WEBSITE at mycantinapp.com (THE "WEBSITE").

THESE WEBSITE TERMS OF USE AND PRIVACY NOTICE (COLLECTIVELY, THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

### **1. Mycantinapp Online order services**

Mycantinapp owns and operates this website (mycantinapp.com), the related mobile sites and mobile applications, and selected other domains (collectively, the "Sites"). These terms of use and privacy policy (the "Agreement") constitute a contract between you and us. If you do not agree to the following terms of use and privacy policy, do not use the Sites. As used in this Agreement, "mycantinapp," "we," "us," and "our" shall mean Hercla Solutions Inc dba mycantinapp and its subsidiaries and affiliates.

The restaurants available on our Sites operate independently and have entered into agreements with us to provide the food and delivery services available to you on the Sites. The restaurants are required to comply with federal, state and local laws, rules, regulations, and standards pertaining to the preparation, sale and marketing of food, including food preparation and safety and menu disclosure; mycantinapp is not responsible for the restaurants' food preparation or safety and does not verify any restaurant's compliance with applicable laws. In addition, mycantinapp does not guarantee the quality of what the restaurants sell, nor does it guarantee the services provided by the restaurant, including in those cases where the restaurant provides the delivery services. In addition, mycantinapp does not independently verify representations made by restaurants regarding their food, including without limitation any menu- or restaurant-level descriptors or disclosures.

### **2. User Eligibility**

The Website is provided by mycantinapp.com and available only to entities with the legal capacity to form binding agreements and to and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, you are not permitted to use the Website to order your cantina service online, though you may view the Website.

### 3. Modifications

mycantinapp.com may revise and update these Terms of Use and Privacy policy at any time. Your continued usage of the Website after any changes to these Terms of Use and privacy policy will mean you accept those changes.

Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of mycantinapp.com. mycantinapp.com may also change or impose fees for products and services provided through the Website at any time in its sole discretion.

Mycantinapp.com may establish or change, at any time, general practices and limits concerning other mycantinapp.com products and services in its sole discretion.

### 4. Privacy Notice

The mycantinapp.com Privacy Notice governs the use of information collected from or provided by You at the Website. With respect to any individual whose personal information is provided by You to mycantinapp.com, You represent to mycantinapp.com that You have obtained all necessary consents for the processing of such personal information contemplated by the Services You are using and by the mycantinapp.com Privacy Notice, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

### 5. License and Ownership

Any and all intellectual property rights, including but not limited to the trade and domain name of the website, logo and content ("Intellectual Property") associated with the Website and its contents (the "Content") are the sole property of mycantinapp.com, its affiliates or third parties. The Content is protected by copyright.. Elements of the Website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Website are trademarks, service marks or trade dress ("Marks") of mycantinapp.com, its affiliates or other entities that have granted mycantinapp.com the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of mycantinapp.com. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website in any way without mycantinapp.com or the appropriate third party's prior written permission. Except as expressly provided herein, mycantinapp.com does not grant to You any express or implied rights to mycantinapp.com or any third party's Intellectual Property. mycantinapp.com grants You a limited, personal, nontransferable, nonsublicensable, revocable license to (a) access and use only the Website, Content and Services only in the manner presented by mycantinapp.com, and (b) access and use the mycantinapp.com computer and network services offered within the Website (the "mycantinapp.com Systems") only in the manner expressly permitted by mycantinapp.com. Except for this limited license, mycantinapp.com does not convey any interest in or to the

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6. Restrictions on Use of the Website In addition to other restrictions set forth in these Terms of Use, You agree that:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place false or misleading information on the Website.
- (c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by mycantinapp.com.
- (d) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- (e) Certain areas of the Website are restricted to customers of mycantinapp.com.
- (f) You may not use or access the Website or the mycantinapp.com Systems or Services in any way that, in mycantinapp.com judgment, adversely affects the performance or function of the mycantinapp.com Systems, Services or the Website or interferes with the ability of authorized parties to access the mycantinapp.com Systems, Services or the Website.
- (g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of mycantinapp.com.
- (h) You will not input or upload to the Website any information which contains pornography and or other offensive content, the nature of which shall be measured at the sole discretion of mycantinapp.com.

## 7. Links

(a) Outbound Links. The Website may contain links to third-party Websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by Wellingtonconnections.com of the content on such Linked Sites.

mycantinapp.com makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. mycantinapp.com is not responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at Your own risk. In

addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) Inbound Links. Linking to any page of the Website other than to <https://www.mycantinapp.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with mycantinapp.com. Any website or other device that links to <https://www.mycantinapp.com> or any page available therein is prohibited from

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(e) presenting false information about Wellingtonconnections.com products or services, and (f) using any logo or mark of mycantinapp.com or any of its affiliates without express written permission from mycantinapp.com.

## 8. Submission Use.

You acknowledge that all submissions and postings on the Website:

(a) may be used for commercial purposes by mycantinapp.com; (b) will not be considered confidential or proprietary; (c) mycantinapp.com and its affiliates are under no obligation to keep such information confidential, and (d) mycantinapp.com will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such submissions in any manner it chooses.

## 9. Termination

You agree that mycantinapp.com, in its sole discretion, may terminate or suspend your Ordering account and/or use of the Website, the mycantinapp.com Systems, Information, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the Website, and (b) destroy any copies You have made of any portion of the Content. Accessing the Website, the mycantinapp.com Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, You agree that mycantinapp.com shall not be liable to You or any third party for any termination or suspension of Your access to the Website, the mycantinapp.com Systems, Information and/or the Services.

## 10. Disclaimer of Warranties

mycantinapp.com MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE, THE mycantinapp.com SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT Your OWN

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THE WEBSITE, THE mycantinapp.com SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS.

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#### 11. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT mycantinapp.com IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, mycantinapp.com IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL mycantinapp.com, ITS

AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE, THE mycantinapp.com SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT mycantinapp.com IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

Further, mycantinapp.com shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the Website, any information contained on the Website, your or your company's personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

## 12. Compliance with Law Including Export Control

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of mycantinapp.com, negatively reflect on the goodwill or reputation of mycantinapp.com and shall take no actions which would cause mycantinapp.com to be in violation of any laws, rulings or regulations applicable to mycantinapp.com. mycantinapp.com and the Website are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited

or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

### 13. Forward-looking Statements

Except for historical information contained herein, the statements made in this Website constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements involve certain risks and uncertainties, including statements regarding the intent, belief or current expectations of mycantinapp.com and its management regarding the company's strategic directions, prospects and future results. Certain factors may cause actual results to differ materially from those contained in the forward-looking statements, including economic and other conditions in the markets in which we operate, our competitive environment, long-term regulatory, economic and other effects from the events of September 11, 2001, strikes, work stoppages and slowdowns, governmental regulation, increases in aviation and motor fuel prices, cyclical and seasonal fluctuations in our operating results, and other risks discussed in the company's filings with the Securities and Exchange Commission, which discussions are incorporated herein by reference.

### 14. Jurisdiction and Venue

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO Your USE OF THE WEBSITE, mycantinapp.com SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, UNITED STATES OF AMERICA AND YOU HEREBY EXPRESSLY CONSENT TO SUCH JURISDICTION AND VENUE AND EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO Your USE OF THE WEBSITE, mycantinapp.com SYSTEMS, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

## 15. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of Florida, U.S.A. excluding (i) Florida's conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English. Any translation has been provided for Your convenience, and You may view the English language version by (a) returning to the home page for the country that You have selected, (b) selecting the English link at the top of the page, and (c) then clicking on the link to the Website Terms of Use located at the bottom of the page.

## 16. General

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## 17. Written Document

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

## 18. Complete Agreement

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN You AND mycantinapp.com OR IN THE APPLICABLE mycantinapp.com COPYRIGHT NOTICE, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN You AND mycantinapp.com WITH RESPECT TO THE USE OF THE WEBSITE, THE mycantinapp.com SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.



## 19. For Residents of Quebec

The parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.

## 20. Customer Service

Questions or comments regarding the Website may be submitted to [mycantinapp.com](http://mycantinapp.com)

21. Selection for Acknowledgment and Consent By selecting the "I agree" box or button for these Terms of Use, you hereby acknowledge that you have been given an adequate opportunity to review these Terms of Use and that you unequivocally accept them. By using this website, you agree that the exclusions and limitations of liability set out in these Terms of Use are reasonable. If you do not think they are reasonable, you must not use this website.

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## 23. Effective Date: January 1, 2019

