

Toast Community Terms of Service

Welcome to the Local by Toast Community! These Toast Community Terms of Service (the “**Terms**”) govern your use of the Local by Toast Community (“**Community**”) and are in addition to the applicable terms, policies, agreements and guidelines, including without limitation the Toast [Guest Terms of Service](#) (“Guest Terms”) and [Privacy Statement](#) (collectively the “**Applicable Terms**”). Capitalized terms used but not defined in these Terms shall have the meaning set forth in the Guest Terms. In the event of a conflict between the terms of these Terms and any Applicable Terms, the terms of these Terms shall control. The Community is accessible within the Local by Toast app (“**Local App**”), and for the avoidance of doubt both the Local App and Community are included in the definition of the Services in the Guest Terms.

These Terms provide information about Community and constitute an agreement between you and Toast, Inc. (“**Toast**”). Toast may modify these Terms from time to time without notice to you, and your continued use of the Community after any such changes constitute your acceptance of the new Terms.

Beta Service. You acknowledge that Community is currently a beta offering by Toast and may contain bugs, errors, or other limitations. Toast may modify, suspend, or discontinue Community at any point without notice. Your access and use of Community is limited to the sole purpose of beta testing and evaluation and you must not use Community for any purpose other than as expressly authorized by Toast, nor shall you allow access or use (whether directly or indirectly) of Community by any third party. You acknowledge and agree that there may be no adequate remedy at law for breach of this section and that such breach may cause irreparable harm to Toast; therefore, in the event of a breach or threatened breach of this section by you, Toast shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under the Terms.

The Local by Toast Community: Community includes products, services, features, applications, technologies, and software that Toast provides to enable you to discover and explore restaurants by connecting and sharing dining experiences with other Community users. The Community is made up of the following aspects, which Toast may modify from time to time:

- 1. Opportunities to create, connect, communicate, discover and share restaurants and dining experiences.** Community is designed to help users connect and share restaurants and dining experiences with other Community users.
- 2. Toast Account:** To use Community, you must have a Toast account (as described in the Guest Terms). You authorize Toast to pre-populate your Community profile with relevant information from your Toast account, including without limitation your first and last name, Orders (as defined below), and the hometown you provided for your Toast account.
- 3. Community Profile:** By default Community user profiles and posts (which include restaurant name and full order details) are visible to all Community users. You can delete your Community profile at any time. [Learn More.](#)

4. **Orders:** Orders may be associated with your Toast account when you make purchases at Toast when logged into your Toast account during the checkout process (for example, when you log into your Toast account and make a purchase using the Local App or other Digital Ordering channels, those purchases are associated with your Toast account as orders), make a purchase associated with a Merchant loyalty program that is associated with your Toast account, or make a purchase using a credit card linked to your Toast account. Collectively, orders associated with your Toast account are “**Orders**”. You can view your Orders within the Orders tab in the Local App.
5. **Community Feed & Profile:** Once you join Community, all of your Orders (including your rating and review) will automatically post to Community where they are visible to all other Community users. For example, if you link a credit card to your Toast account, when you dine-in at a Toast restaurant and pay with that card, your purchase will automatically post to Community, including your rating and review.

Privacy: Toast’s [Privacy Statement](#) describes how we collect, use and share information. By using Community, you give Toast permission to use information associated with your Toast Account and Community Profile, including without limitation your name, photos, Orders, and information about your activities and actions in the Local App and Community to provide, personalize, and improve Toast products and services, including to display advertisements and special offers.

Toast may use algorithmic ranking to determine what type of content to show in your Community feed (including posts and recommendations) and to determine the order of posts that appear in your feed. The main parameters for these recommendations can include things like your engagement with specific content (saving restaurants as favorites or giving toasts), account-related activity (like your dining behavior), and your network. For example, Toast may show you a specific post or restaurant based on similar restaurants you have visited and restaurants your network has visited.

Content and Conduct:

You own the information, data, text, software, sound, photographs, graphics, video, messages, posts, tags, or other materials you make available in connection with Community (“User Content”). You understand that you, and not Toast, are entirely responsible for all User Content that you upload, post, transmit, or otherwise make available via Community. Notwithstanding the foregoing, restaurant names, menu item names, and menu item and restaurant images are not your User Content.

By submitting User Content to Community, you grant Toast a non-exclusive, royalty-free, fully paid-up, worldwide license to access, use, copy, modify (including the right to create derivative works of), display and transmit any User Content and any name, username or likeness that you post in connection with Community in all media formats and channels now known or later developed without compensation to you. Such license to Toast shall survive termination or deletion of your Community profile or Toast account.

You are solely responsible for the accuracy, quality, content, and legality of User Content, the means by which User Content is acquired, and any transfer of User Content outside of the Services by you or any third-party authorized by you. You represent, warrant and covenant that you have all rights necessary to upload the User Content to the Services and to otherwise have such User Content used or shared, as applicable, in relation to the Services.

You may voluntarily submit suggestions, enhancement requests, ideas, feedback, recommendations or other input about Community ("**Feedback**") at any time. You irrevocably assign all right, title, interest and other worldwide intellectual property rights in and to Feedback to Toast, and acknowledge that Toast is free to use, disclose, reproduce and otherwise exploit any and all Feedback in Toast's sole discretion, entirely without obligation or restriction of any kind. Any rights not expressly granted herein are reserved by Toast.

Toast may, in its sole discretion, hide or remove any User Content, including without limitation User Content that violates the Terms or is otherwise objectionable, inappropriate, or deceptive. You understand that by using Community, you may be exposed to User Content that is offensive, indecent, or otherwise objectionable. Toast is not responsible for and does not endorse any User Content, and under no circumstances will Toast be liable for any User Content, including without limitation for any errors or omissions in User Content or any loss or damage of any kind incurred as a result of the use of any User Content. You agree to bear all risks associated with the use of any User Content, including without limitation reliance on the accuracy, completeness, or usefulness of such User Content.

You represent and warrant that: (i) you are authorized to create your Toast account and join Community, whether individually or on behalf of an organization; (ii) you own the User Content posted by you on or through Community or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your User Content on or through Community does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through Community or the Services.

The Community is intended solely for persons who are 18 years of age or older, or such higher age as required by applicable law to use Community.

Termination & Account Suspension/Deletion

Toast may terminate your access to Community at any time, without cause or notice, which may result in the deletion of your Community profile and all associated information, posts and content, including without limitation User Content.

Miscellaneous

The Community and any associated products or services contain proprietary information of Toast that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Toast, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Community or User Content available in the Community (other than User Content that you may submit), in whole or in part.