

EAT IN CHEF
TERMS OF SERVICE

Effective Date: September 28, 2015

Last Updated: May 19, 2017

Eat in Chef (the "Company"), offers the Use (as defined below) of <https://eatinchef.com/> ("Website"), subject to the following terms of service ("Terms of Service Conditions"). The viewer or user (collectively, the "User") should read these Terms of Service carefully before using the Website. By continuing to view and use the Website, the User agrees to these Terms of Service. If the User does not agree to the Terms of Service set forth herein or otherwise on the Website, the User must not use it. The Company retains the right to change the content of the Website or these Terms of Service at any time. Any changes made to these Terms of Service shall be effective immediately upon posting. The User's continued Use of the Website constitutes acceptance of those changes.

The situating of the Website on the World Wide Web and/or Internet constitutes a continuing offer by the Company to the User to Use, as such term is defined below, the Website according to the Terms of Service. By utilizing the Website in any manner, including, without limitation, by viewing the website (collectively, a "Use"), the User accepts that offer and creates a binding contract between the two parties to adhere to the same. The parties stipulate that sufficient consideration exists to create that contract, and that it is therefore binding upon them. Further, by their Use of the Website, the User makes the material representation upon which they wish the Company to reasonably rely upon that they will adhere to the Terms of Service in connection with the User's Use of the Website. If the User is dissatisfied with any of the Terms of Service, the User's sole and exclusive remedy is to discontinue using the Website. Finally, by the Use of the Website, the User also stipulates that a violation of any of the Terms of Service will result in irreparable harm to the Company such that money damages would not make the Company whole and that as a result injunctive relief, such as cease and desist, shall be a necessary and appropriate remedy.

The Website contains images and contents, including but not limited to images, photographs, website text, software, pictures, graphics, video clips, audio clips, digital downloads, templates, data, messages or any and all other information controlled by the Website (collectively, "Materials").

General Disclaimer.

This Website contains general information about the Company for Users and does not create a responsibility or relationship with Users that establishes any level of duty from the Company to the User. In no event shall anything on the Website be construed either to create a duty of care or to constitute a representation by the Company of any sort to be relied upon by the User in any manner whatsoever. The Company takes no responsibility for information sent to it intercepted by third-parties. User understands that while the Company endeavors to maintain the confidentiality of these communications, communication via Internet, cell phone and other modalities are vulnerable to interception and may not be fully secure. By sending such communication, User assumes the risk of the same. As further set forth herein, the Company takes no responsibility for the information contained on any website to which this one may be linked, as the same is completely independent of this Website.

Refund Policy.

The Company offers this Refund Policy. No refunds or exchanges are offered outside of this policy.

(1) Chef Cancellation. In the event that a Chef misses or cancels a booking, then the Company shall refund the customer 100% of what was paid for the missed/cancelled event.

(2) Customer Cancellation.

1. Same Day Booking and Cancellation. If the Customer books and cancels on the same day:
 - i. If the customer cancels by or before 4pm, then the Company shall refund the Customer 75% of what was paid for the cancelled event.
 - ii. If the Customer cancels between 4pm and when the Chef arrives at the market to purchase the food for that event, then the Company shall refund the Customer 50% of what was paid for the cancelled event.
 - iii. If the Chef has arrived at the booking location, the Company shall refund the Customer 0% of what was paid for the cancelled event.

2. Advanced Bookings. If the Customer books and cancels on different days:
 - i. If the Customer cancels 48 hours or more in advance of the event, then the Company shall refund the Customer 100% of what was paid for the cancelled event.
 - ii. If the Customer cancels by or before 4pm on the day of the booked event, then the
 - iii. Company shall refund the Customer 75% of what was paid for the cancelled event.
 - iv. If on the day of the booked event, the Customer cancels between 4pm and when
 - v. the Chef arrives at the booking location, then the Company shall refund the Customer 50% of what was paid for the cancelled event.
 - vi. If the Chef has arrived at the booking location, then the Company shall refund the Customer 0% of what was paid for the cancelled event.

Access to Website - Limited License.

The Company grants the User a limited non-exclusive license to make personal, non-commercial use of the Website. The User is also granted a limited license to print copies of any Materials posted on the Website, but only for the User's personal, non-commercial use. Except as expressly provided, all rights are reserved. The Company may terminate this license at any time by amendment of these Terms of Service.

Moreover, and notwithstanding the foregoing, if User exercises their rights under the above-referenced license, they must retain all copyright and trademark notices, including any other proprietary notices, contained in the Materials. User shall not, under any circumstances, alter, obscure or obliterate any of such notices. The use of such Materials or any portion of the Website on any other website or in any environment of networked computers is strictly prohibited without the Company's advance written consent, which may be withheld in Company's sole discretion.

User Conduct. By utilizing the Website, the User makes the material representation upon which the User wishes the Company to reasonably rely, that they will comply with the code of conduct set forth below:

(1) The User, when utilizing the Website, will not do so in an unauthorized manner, or in a manner which violates any legal or regulatory proscription or duty, including, without limitation, violating the Company's intellectual property or that of another;

(2) The User will not utilize the Website in a manner that is harmful to the Company or any other person or entity;

(3) The User will not utilize any information that the User gained as a result of using the Website to illegally or improperly violate another person's or entity's privacy rights.

(4) The User shall not utilize any of the Company's trademarks as metatags on other websites or otherwise use the Company's trademarks for User's own advertising or pecuniary gain, including without limitation utilization as Google® AdWords;

(5) The User shall not utilize the Website in regard to any commercial activities, advertising or sales without the prior written consent of the Company, which may not be unreasonably withheld;

(6) The User shall not use any robot, spider or other intelligent agent software or device to access or monitor the Website in any manner;

(7) The User will not transmit any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, indecent, obscene, pornographic or otherwise objectionable;

(8) The User will not restrict any other user from properly using the Website, including without limitation, by way of "computer hacking" or otherwise altering the software or functionality of the Website and its underlying programs;

(9) The User will not imply that any of their statements are endorsed by the Company, or that User is otherwise associated with the Company in any manner;

(10) The User will not use the Website if the User is not able to form legally binding contracts or has been temporarily or indefinitely suspended from the Website;

(11) The User will not transmit any material, non-public information about any person or entity without the proper authorization to do so;

(12) The User will not transmit any advertisements, solicitations or any unsolicited communication without the Company's express permission to do so;

(13) The User will not cover or obscure any advertisements located within the Website;

(14) The User will not revise, modify, reverse engineer or in any way alter any portion of the Website or its contents or underlying technology;

(15) The User will not "frame" or "mirror" any part of the Website;

(16) The User will not utilize any device to enable him to circumvent the structure of the Website and/or spam or flood the site;

(17) The User will not collect any information about visitors to the Website without the Company's express permission to do so;

(18) The User shall not deliver, or provide links to any postings without the prior written permission of the Company, including, without limitation, to any materials which are deemed, in the Company's sole discretion to be harmful, lewd, obscene, violent, insulting, threatening, hateful or otherwise objectionable;

(19) The User shall not impersonate any other person and/or falsely state or otherwise misrepresent that they have an affiliation with any other person or entity, or otherwise mislead, deceive or defraud the Company or any other party; and

(20) The User will not create a database utilizing any information found within the Website.

Moreover, the User hereby makes the material representation upon which he wishes the Company to reasonably rely that: (i) they are at least 13 years of age; (ii) are a resident of the United States; and (iii) are authorized to use the Website and/or provide information to the Website.

Copyrights; Restrictions On Use. The Materials on the Website are copyrighted by the Company, its affiliates or its licensors under United States and international copyright laws, are subject to other intellectual property and proprietary rights and laws, and are owned by the Company, its affiliates or its licensors. The Materials may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale or redistributed in any way without the prior written permission of the Company and its applicable licensors, with the sole exception that User may use the Materials for User's personal, noncommercial use. User must abide by all copyright notices, information or restrictions contained in or attached to any Material. User agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Website, including, without limitation, any of the Materials or access to the Website.

"Eat in Chef" as well as certain other of the names, logos and materials displayed on the Website constitute copyright, tradenames, service marks or logos ("Marks") of the Company or other related entities. User is not authorized to use any such Marks or any variations thereof. Ownership of all such Marks and the goodwill associated therewith remains with the Company or other related entities.

User Property Release. The User acknowledges that they own or control any photographs or other content that the User submits on or through EiC platforms ("Property"). User agrees, gives, and grants the Company permission to use the Property in any media form, for any purpose, which may include but is not limited to, promotion and marketing for any Company product or service. User agrees that the Property may be combined with other images, texts, graphics, cropped, altered, or modified. User acknowledges and agrees that User has no right to consideration or accounting and that User will make no claim for any reason to Company. User acknowledges and agrees that this release is binding upon

User's heirs and assigns and any other person or entity claiming an interest in the Property. User agrees that this release is irrevocable, worldwide, and perpetual.

Indemnification. The User agrees to indemnify, hold harmless and defend the Company, its affiliates, and any members, directors, officers, employees or agents (collectively, "Company Parties") of any of the foregoing with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorneys' fees and expenses of Company's selected attorneys, arising from any third-party claim relating to (i) User's infringement of any intellectual property of any person or entity, including without limitation, patents, trade secrets, copyrights, trademarks, service marks, trade names or similar proprietary rights; (ii) any failure by the User to comply with these Terms and Conditions, specifically including the "User Conduct" as set forth above; (iii) the User's Use of the Website; and/or (iv) any act or omission or willful misconduct on the part of the User that results in a claim for breach of any representations, warranties or covenants made herein against any of the Company Parties.

Attorneys' Fees. If Company or any of the Company Parties undertake any action to enforce these Terms of Service, such party will be entitled to recover from the User, and User hereby agrees to pay, any and all attorneys' fees and any cost of litigation, in addition to any other relief at law or in equity to which such party may be entitled. In such event, the Company shall be entitled to recover all costs including both actual pre-judgment and post-judgment attorneys' fees and costs, involved directly or indirectly in its enforcement efforts, whether or not it does so through institution of formal legal proceedings.

Privacy. Please refer to the Company's Privacy Policy. The User is bound to the terms contained therein.

Cookies. The Company specifically acknowledges and hereby notifies User that it may utilize "cookies" in connection with the operation of the Website. The User agrees that such cookies may be placed on their computer, in connection with their access to, and use of, the Website. Nevertheless, the User should note that they can likely make adjustments to their web browser which may enable it to control the use of cookies. Such action, however, could affect the functionality of the Website.

Disclaimer. User explicitly agrees that Use of the Website or any of the Materials contained herein is at their own and sole risk. The Website and all Materials contained therein are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. Neither the Website nor the Company makes any representations or warranties that the Website or any Materials contained therein will be uninterrupted, timely, secure or error free; nor does the Website make any representations or warranties as to the quality, fitness, truth, accuracy, currency, reliability or wholeness of the Website or any of the Materials contained herein. The User also understands and agrees that any material and/or data downloaded or otherwise obtained through the Use of the Website or any of the Materials contained herein is done at their own discretion and risk and that the User will be solely responsible for any damage to their computer system or loss of data that results from the download of such material and/or data. The User understands that the Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses or other code that may manifest contaminating or destructive properties. The Company makes no warranty regarding any use of confidential or private information that User may provide. The Company may change any of the Terms of Service and/or information found on the Website at any time without notice. The Company makes no commitment to update the information found on the Website. The Company makes no commitment to update the Materials. The warranties and representations set forth in these Terms of Service are the

only warranties and representations with respect to these Terms of Service, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person. Some jurisdictions do not allow the elimination of certain warranties, so some of the above exclusions may not apply to the User.

Additionally, Company is not responsible for the conduct of other Users, whether online or offline. Under no circumstances shall the Company be responsible for any loss or damage, including, without limitation personal injury or death, resulting from the use of the Website or the conduct of any other Users, whether online or offline. The Use of the Website is "AS-IS" and the Company, as set forth above, expressly disclaims any and all warranties.

Limitation of Liability. COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF ITS ACCESS TO, USE OF OR BROWSING IN THE WEBSITE OR THEIR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH (I) ANY USE OF THIS SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE, DELAY OR INABILITY TO USE ANY COMPONENT OF THIS SITE, OR (III) THE PERFORMANCE OR NON-PERFORMANCE BY COMPANY, INCLUDING, BUT NOT LIMITED TO, NON-PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

If, notwithstanding the foregoing, Company should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of the Website, or any Materials, Company's liability shall in no event exceed, in the aggregate, US \$100.00. In its sole discretion, in addition to any other rights or remedies available to Company and without any liability whatsoever, Company at any time and without notice may terminate or restrict Users' access to any component of the Website. Some states do not allow limitation of liability, so the foregoing limitation may not apply to the User.

User acknowledges and agrees that the representations and obligations of the User hereunder shall survive and continue in perpetuity.

Release. BY UTILIZING THE WEBSITE, USER HEREBY RELEASES, REMISES AND FOREVER DISCHARGES AND GIVES UP ANY AND ALL CLAIMS AND RIGHTS WHICH IT MAY HAVE AGAINST THE COMPANY AND ITS AFFILIATES, PARTNERS, SERVICE PROVIDERS, VENDORS AND CONTRACTORS AND EACH OF THEIR RESPECTIVE AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES BASED ON ANY ACT, EVENT OR OMISSION, AND FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO OR ARE CONNECTED WITH THE USE OF THE WEBSITE AND SERVICES RELATED THERETO. USER FURTHER WAIVES, RELEASES AND GIVES UP ANY AND ALL CLAIMS AND DEFENSES ARISING FROM OR RELATING TO ANY ACT, EVENT

OR OMISSION. THIS INCLUDES, WITHOUT LIMITATION, ANY CLAIM WHICH COULD BE ASSERTED NOW OR IN THE FUTURE UNDER (I) THE COMMON LAW; (II) ANY OF THE PARTIES POLICIES, PRACTICES OR PROCEDURES; AND/OR (III) ANY FEDERAL AND/OR STATE STATUTES OR REGULATIONS.

Successors and Assigns. Whenever the term "the Company" is used in connection with these Terms of Service, and in accordance with the other modes and methods set forth in the other webpages of the Website regarding its use in regard to a right, protection or benefit, it shall be construed to encompass the Company, its related entities, successors, assigns, directors, officers, employees and agents. Further, the term "User" used in connection with these Terms of Service shall include his/her/its heirs, related entities, successors, assigns, directors, officers, employees and agents.

Authorized Permission for Use. The User shall be considered an entity if the individual accessing the Website is doing so on behalf of an entity or is utilizing that entity's computer system in connection with a task (either paid or unpaid) for that entity. If the User is an entity, the person using the Website on its behalf hereby makes the material representation upon which they wish the Company to rely that they are authorized to bind that entity to the Terms of Service set forth above, as well as any other obligations imposed or undertaken through Use of the Website. The Company reserves the right to terminate the User's access to, and use of, whether as an individual or entity, the Website and any of its contents, including, without limitation, the Materials, or use of any of the Company's services at its sole discretion and without any advance notice to the User.

Dispute Resolution. A party to these Terms of Service may not institute a suit at law or equity regarding any dispute, whether directly or indirectly related or collateral to these Terms of Service. All such claims or disputes, whether between or among the parties, shall be submitted to arbitration administered by a mutually acceptable arbitrator affiliated with the American Arbitration Association and its rules and guidelines shall apply, or its International Centre for Dispute Resolution, if applicable. Without limitation, any dispute over the arbitrability of a matter shall be specifically reserved for the arbitrator to exclusively hear, and shall not be submitted to the court. Should the parties be unable to agree upon an arbitrator, the arbitrator shall be chosen by a determination of a court of competent jurisdiction. The arbitration proceedings shall be in English. The arbitrator shall have the authority to award any remedy or relief that a court of the State of New York could order or grant. Each party will perform all acts, including the execution and delivery of further documents, as the arbitrator deems necessary or desirable to confirm and carry out the terms of the award rendered. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The award rendered by the arbitrator in any arbitration is final and binding on the parties. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.

However, notwithstanding the foregoing, either prior to, during or after the arbitration process, any Party to these Terms of Service may institute a suit in equity for a temporary injunction (a) to preserve the status quo; (b) to enjoin a breach or threatened breach of this Release; (c) to obtain specific performance; (d) to compel the arbitration or further its purposes and/or to enforce a settlement or award of such arbitration; and/or (e) for any other equitable relief.

Jurisdiction. The User utilizing the Website agrees that the laws of the State of New York shall govern these Terms of Service and any dispute, controversy or claim directly or indirectly related to such Use. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action by User arising out of or related to use of the Website or services related thereto must be filed within one

(1) year after such claim or cause of action arose or be forever barred and therefore the statute of limitations is limited to one (1) year.

Further Assurances. The User covenants and agrees to perform further all acts and execute all supplementary instruments or documents which may be requested by the Company to carry out the provisions and effectuate the intent of these Terms of Service.

Assignment. Company may freely assign its rights and obligations in and to these Terms of Service. The User acknowledges that it may not assign, transfer or sell its rights under these Terms of Service without Company's express written consent, which may not be unreasonably withheld. Any purported assignment without Company's consent shall be deemed null and void.

Severability. If any portion of these Terms of Service is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the Terms of Service as possible.

Links to Other Sites. The User acknowledges and agrees that the Company has no responsibility for the accuracy or availability of information provided by websites to which a User may link from the Website ("Linked Sites"). Links to Linked Sites are provided as a convenience to the User, and do not constitute an endorsement by or association with the Company of such sites or the content, products, advertising or other materials presented on such sites. The Company does not author, edit or monitor these Linked Sites. User acknowledges and agrees that the Company is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites. If User accesses a Linked Site, they do so at their own risk.

No Third Party Beneficiaries. These Terms of Service are not intended to be for the benefit of, and shall not be enforceable by any unaffiliated third party, except as may be specifically provided herein. Nothing herein, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of these Terms of Service or otherwise set forth in the Website, except as may be specifically provided herein. These Terms of Service shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms herein. No third party shall have any right, independent of any right that exists irrespective of these Terms of Service, to bring any suit at law or equity for any matter governed by or subject to the provisions herein.

International Use. In light of the international scope of the Internet, User agrees to comply with all local laws, rules and regulations, including but not limited to those applicable to online conduct and acceptable Internet content. Without limitation, User acknowledges and agrees that it shall comply with all applicable laws and regulations regarding the transmission of technical data from the United States or the country in which the User may reside.

Miscellaneous. The Company's failure to enforce any term, provision or condition of these Terms of Service, including the breach or default thereof, by conduct, course of dealing or otherwise, in one or more instances shall not be deemed a waiver. To the extent that a provision of these Terms of Service is deemed unenforceable, the balance of it shall remain in full force and effect. The Parties may not

change, modify nor amend this Agreement unless such change, modification or amendment is made in writing and signed by both Parties. The User acknowledges that they have not accepted these Terms of Service Conditions on reliance of any representations or other promises of the Company, which is not specifically included herein. The User specifically stipulates that these Terms of Service do not constitute a contract of adhesion. The headings in these Terms of Service shall have no force and effect. User acknowledges and agrees that these Terms of Service and the privacy policy on the Website constitute the entire agreement of the Parties hereto relating to the subject matter hereof, and any prior agreements, understandings, representatives and commitments concerning such subject matter, whether oral or written, are hereby superseded and terminated in their entirety and are of no further force or effect. User acknowledges and agrees that they have not agreed to these Terms of Service in reliance upon any representation or promise other than those specified herein.

By their Use of the Website, the User represents that they have had the opportunity to review these Terms of Service with counsel of the User's choosing, if the User wished to do so. The User further acknowledges that they have thoroughly read these Terms of Service; understands that they are giving up certain legal rights that may otherwise exist; has asked any questions they desire to clarify its meaning; and believes it is in their interest to nevertheless proceed to utilize the Website.