

Authorized Restaurant Subscription Platform

Terms of Use

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY JUDGE FOOD SAS JUDGE-FOOD . ("JUDGE FOOD"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF JUDGE FOOD'S AUTHORIZED PLATFORM (THE "PLATFORM"). BY REGISTERING FOR AND/OR USING THE PLATFORM IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE PLATFORM. ALL DEFINED TERMS USED HEREIN SHALL BE SOLELY APPLICABLE TO THIS AGREEMENT.

JUDGE FOOD MAY BE CONTACTED AT:

conseil@judgefood.com

1. Authorized Venue and Event Platform

The Platform allows owners, organizers, event planners and other authorized managers ("Managers") of (a) restaurants, hotels, bars, and other venues of goods and services ("Venues") and/or (b) concerts, movies, sporting events, parties, social events and other events ("Events") to edit and correct their Venue and/or Event details in Judge Food's database, and view analytics on usage of Judge Food's 'Judge Food' service (the "Service") at their Venue and/or Event.

The Platform is offered subject to acceptance without modification of all of the terms and conditions contained herein, which terms include all terms of use and other operating rules, policies and procedures that may be published from time to time on the Platform or on Judge Food's website (currently located at www.judgefood.com, each of which is incorporated by reference.

Judge Food reserves the right to modify or terminate the Platform for any reason, without notice, at any time. Judge Food reserves the right to alter these Terms of Use or other Platform policies at any time and notify you of material changes by posting notice through the Platform. What constitutes a "material change" will be determined at Judge Food's sole discretion, in good faith, and using common sense and reasonable judgment.

2. Eligibility

In order to claim a Venues or an Event, a Manager must be invited and/or approved by Judge Food and complete the applicable verification process for such Venue or Event to become an "Authorized Venues" or an "Authorized Event," as applicable, and to access the Service Platform.

After registration, a Manager must select a plan that will determine the amount of access such Manager has to various rights over the Platform. As of now, the three levels are "Basic," "Standard," and "Premium." Each selected plan offers various levels of access as more fully described on the Site. After registration and selection of a plan level, your continued use of the Platform and/or the Site constitute your agreement to be bound by all the terms contained therein.

If you are registering as a business entity, you represent and warrant that you have the authority to bind the entity to this Agreement. Judge Food may, in its sole discretion, refuse to offer the Service Platform to any person or entity and change its eligibility criteria at any time. These Terms of Use are void to the extent prohibited by applicable law and the right to access the Service Platform is revoked in such jurisdictions.

3. Accounts and Passwords

Each Manager must complete the registration process by providing Judge Food with current, complete and accurate information, as more specifically required by the then current registration and verification procedures. You represent and warrant that all registration information you submit is accurate and truthful. Judge Food will use the contact and other information you provide to verify your identity and you hereby consent to Judge Food contacting you directly

or through automated means to do so. You are solely responsible for all activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Platform password. You shall never use another user's account without such other user's express permission. You will immediately notify Judge Food in writing of any unauthorized use of your account, or other account related security breach of which you are aware. You agree that Judge Food cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

You must keep your account information up-to-date and accurate at all times, including a valid email address and phone number. You may not transfer or sell your Judge Food account to another party.

4. Payments

Certain features of the Platform, including the various plans offered through the Platform, and/or certain services and products made available to you through the Platform may be subject to payments now or in the future ("Paid Services"). Judge Food uses a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Platform (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay Judge Food, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize Judge Food, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. Judge Food reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

5. Content and Ownership

You acknowledge and agree that the Platform and all content, information and other materials made available via the Platform are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws or privacy laws, and Judge Food (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by Judge Food, you agree not to or allow a third party to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Platform or such content, information and other materials.

6. User Submissions, Prohibited Content and Activities

For purposes of the Terms of Use, the term "Content" includes, without limitation, written comments, information, data, text, photographs, software, scripts, graphics, and other content.

By uploading, posting, submitting or otherwise distributing any Content ("User Submission") via the Platform or which you otherwise provide to Judge Food, you hereby:

1. grant and agree to grant to Judge Food a non-exclusive, transferable, perpetual, irrevocable, non-exclusive, royalty-free right and license (with right to sublicense) to use, reproduce, publicly display, modify, distribute, User Submission, in any form, in connection with the Platform (including without limitation, in connection with the Service); and
2. represent and warrant to Judge Food that (a) you own or otherwise control all rights to such User Submission, (b) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by these Terms of Use and to grant the license rights set forth above, (c) you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by these Terms of Use; (d) you are authorized to grant all of the aforementioned rights to the User Submissions to Judge Food and all users of the Platform and (e) use of the User Submission by Judge Food will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary right.

Judge Food shall have the right to use, reproduce, transfer, sublicense and otherwise exploit perpetually any place, venue, latitude and longitude, or other location information that you submit, upload, post, create or add to the Platform (including without limitation, in connection with the Service).

As a condition of use, you promise not to use the Platform for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Platform.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Platform, including without limitation any User Submission, that:

1. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
2. violates any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, false advertising, or beverage alcohol advertising and marketing);
3. you know is false, misleading, untruthful or inaccurate;
4. is unlawful, defamatory, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
5. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
6. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Judge Food or any third party;
7. impersonates any person or entity, including any employee or representative of Judge Food;
8. includes anyone's identification documents or sensitive financial information; or
9. breaches the Privacy Policy, the House Rules and/or any of the other policies and rules incorporated herein.

You shall not (directly or indirectly):

1. take any action that imposes or may impose (as determined by Judge Food in its sole discretion) an unreasonable or disproportionately large load on Judge Food's (or its third party providers') infrastructure;
2. interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform;
3. bypass any measures Judge Food may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform);
4. run any form of auto-responder or "spam" on the Platform or Site;
5. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
6. harvest or scrape any Content from the Platform or Service;
7. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Platform, Service or Site Content (other than your User Submissions), except as expressly authorized by Judge Food;
8. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
9. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; or
10. otherwise take any action in violation of Judge Food's guidelines and policies.

Judge Food does not guarantee that any Content or User Submissions will be made available through the Platform. Judge Food has no obligation to monitor the Platform, Content, or User Submissions. However, Judge Food reserves the right to (a) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Platform at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Judge Food is concerned that you may have violated the Terms of Use), or for no reason at all and (b) to remove or block any User Submissions from the Platform. Judge Food also reserves the right to access, read, preserve, and disclose any information as Judge Food reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii)

detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Judge Food, its users and the public.

7. Privacy

This Agreement incorporates Judge Food's Privacy Policy, which covers Judge Food's treatment of personally identifiable information and other data that Judge Food gathers when you are accessing the Platform. For clarity, information that you submit during the claim verification process will be retained and used by Judge Food in connection with such process.

In connection with the Platform, you may obtain personal information, including but not limited to twitter account name, first and last name, city and state of current location, number of days out, check-ins and things done on Judge Food and number of friends on Judge Food (with ten being displayed) from users of the Judge Food service. Without obtaining prior permission from Judge Food or the applicable user, this personal information shall only be used by for you to view Judge Food usage at your venue and you may not use or disclose such information for any other purpose. Judge Food has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any Judge Food user to your email or physical mail list. You agree to take commercially reasonable steps, compliant with applicable laws, rules and regulations, to protect all Judge Food user data and information from unauthorized use, disclosure or access by third parties.

8. Termination

Judge Food may terminate any user's access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your registration and account, you may do so at any time by following the instructions on the Platform.

Upon any termination, all rights and obligations of the parties shall cease and you shall immediately cease using the Platform, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of the Agreement shall survive and (b) the provisions of Sections 5, 7 and 9 - 14 inclusive shall survive. After termination, Judge Food has no obligation to maintain any content in any user's account or to forward any unread or unsent messages to you or any user of the "Judge Food" service or any other party.

9. Disclaimer of Warranties

THE Platform IS PROVIDED "AS IS" AND "AS AVAILABLE". THE Platform IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. JUDGE FOOD DOES NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE Platform WILL BE SECURE, ERROR-FREE, UNINTERRUPTED OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE Platform WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. YOUR USE OF THE Platform IS SOLELY AT YOUR OWN RISK.

10. Limitation of Liability

You agree that Judge Food shall not be responsible or liable for any unauthorized access to, alteration or use of your account, transmissions or data, or any material or data sent or received or not sent or received through the Platform. You agree that Judge Food is not responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

IN NO EVENT SHALL JUDGE FOOD (OR ITS AFFILIATES, LICENSORS AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE Platform, REGARDLESS OF THE FORM OF

ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY EUROS, OR THE FEES PAID BY YOU FOR ACCESS TO THE Platform DURING THE PREVIOUS 12 MONTH PERIOD, WHICHEVER IS GREATER, EVEN IF JUDGE FOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. Indemnification

You agree to (a) defend Judge Food and its employees, contractors, officers, directors and representatives against any action or suit that arises out of your use or misuse of the Platform, any transaction or other dealings with any other user or other third party in which you are involved, or your breach of any of your representations, warranties or covenants under this Agreement and (b) indemnify Judge Food for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such a claim. Judge Food reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Judge Food in asserting any available defenses.

12. Disputes; Choice of Law and Forum

A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The Agreement shall be governed by and construed in accordance with the laws of France (excluding its conflicts of law rules). In the event of any conflict between the laws of France and foreign laws, rules and regulations, French laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to the Agreement or use of the Platform shall be filed only in the competent courts of France, and you further agree and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Platform is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

You and Judge Food agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

13. Integration and Severability

This Agreement, in addition to any other written agreements, you may have entered into with Judge Food regarding specific services, are the entire agreement between you and Judge Food with respect to the Platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Judge Food with respect to the Platform. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

14. General Provisions

Your rights and obligations under the Agreement are personal to you, and are not assignable, transferable or sublicensable by you except with Judge Food's prior written consent. Judge Food may assign, transfer or delegate any of its rights and obligations hereunder without consent. All waivers, consents and modifications must be in a

writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the Platform or Agreement, and neither party has any authority of any kind to bind the other in any respect. All notices under this Agreement will be in writing (including electronically) and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile, e-mail or through the service; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.