

# Terms and Conditions of Use

## Introduction

This website, mobile application, and services available in connection with ORDERFOOOD.COM and its subsidiaries (the “Site” or the “Company”), located at [www.OrderFood.com](http://www.OrderFood.com) are made available by ORDER FOOD TECHNOLOGIES, INC. and are subject to these terms and conditions (the “Terms”).

By accessing, using or downloading any materials from the Site, you agree to follow and be bound by the Terms, which may be updated by the Company from time to time without notice to you. You can review the most current version of the Terms at any time at Terms of Use. The Company and its third-party providers may make improvements and/or changes in the products, services, mobile applications, features, programs, and prices described in this Site at any time without notice. Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages at this Site. If you do not agree with the Terms, please do not use this Site.

BY CONTINUING TO USE THE SITE AND APPLICATION, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS AND ALL REVISIONS THEREOF. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

The terms "you", "your", and "yours" refer to anyone accessing, viewing, browsing, visiting or using the Site. You should check these Terms and Conditions periodically. Changes will not apply to any orders we have already accepted unless the law requires. If you violate any of the terms of these Terms and Conditions you will have your access canceled and you may be permanently banned from accessing, viewing, browsing and using the Site.

## Privacy

To the extent there is a conflict between any terms of privacy and the Terms and Conditions, the Terms and Conditions shall govern.

## Usage by Minors

This Site is not intended for or directed to persons who are minors (typically persons under the age of 14, depending on where you live). Because we cannot prohibit minors from accessing, viewing, browsing, visiting or using the Site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By registering with this Site, purchasing products from us or providing us with any information, you represent to us that you are legally permitted to enter into a binding contract (14 years of age or older in most jurisdictions) and that any information you provide to us is not inaccurate, deceptive or misleading.

## User Conduct

You agree and understand that all information, data, text, software, sound, photographs, graphics, video, messages, tags, or other materials (“Content”), whether publicly posted or privately transmitted, available in connection with the Site are the sole responsibility of the person from whom such Content originated.

This means that you, and not ORDERFOOD.COM, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Site. the Company does not control or monitor the Content posted to the Site by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available on the Site.

Rules of Conduct: you agree that you will not submit any Content on the Site that:

1. is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
2. is bigoted, hateful, or racially or otherwise offensive;
3. is violent, vulgar, obscene, pornographic or otherwise sexually explicit, or otherwise harms or can reasonably be expected to harm any person or entity;
4. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a User Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
5. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
6. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
7. contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site or that is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "grieving" as those terms are commonly understood and used on the Internet; or
8. Is false or misleading.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

You acknowledge that the Company may or may not pre-screen or monitor Content, but that the Company and its designees shall have the right (but not the obligation) in their sole discretion to

pre-screen, monitor, refuse or remove any Content that is available via the Site. Without limiting the foregoing, the Company and its designees shall have the right to remove any Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content available in connection with the Site, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that ORDERFOOD.COM may access, preserve and disclose your User Data, Payment Method information and other Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Company, its users and the public. Subject to the foregoing, the Company will use reasonable efforts to maintain the confidentiality of your

### **User Data and Payment Method information**

The Site is for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the Site, use of the Site or access to the Site.

The Content on this Site is intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by the Company.

1. Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that ORDERFOOD.COM expressly defines as falling outside of “non-commercial” use:

- a) the sale, rental, reproduction, or other use for which one receives compensation of:
  1. any part of the Content,
  2. any derivative works based at least in part on the Content, or
  3. any collective work that includes any part of the Content;
- b) teaching, training, supporting, or other editorial services that use or reference the Content in exchange for a fee; and
- c) the sale of advertisements, sponsorships, or promotions placed on the Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Content, including without limitation any “pop-up advertisements”.

2. Use Characterization. Whether a particular use of Content is commercial depends on the use, not the user. Thus, a use of the Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is “non-commercial,” regardless if this use is by a commercial entity. Conversely, any use that involves charging users in connection

with their access to the Content is not “non-commercial,” even if this use is by a non-profit entity.

### **Communications**

The Site may provide you with the ability to send e-mails, post messages to user forums, enter chat rooms, speak via Internet voice connections or send similar messages and communications to third party service providers, advertisers, other users and/or the Company. You agree to use communication methods available on the Site only to send communications and materials related to the subject matter for which ORDERFOOD.COM provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms.

By using any of the communications methods available on the Site, you acknowledge and agree that:

1. all communications methods constitute public, and not private, means of communication between you and the other party or parties,
2. communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by the Company (unless expressly stated otherwise by the Company) and
3. communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by ORDERFOOD.COM in any manner, though the Company reserves the right to do so at any time at its sole discretion in accordance with the Terms. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

### **Copyright**

The entire content included in this Site, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of ORDER FOOD TECHNOLOGIES, INC. The collective work includes works that are licensed to the Company.

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Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), your legal rights in relation to “fair

dealing” under copyright law, or your legal rights under any other similar copyright law, you may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other propriety right.

Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by ORDERFOOOD.COM. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

### **Trademarks**

ORDERFOOOD, the OrderFood Logo, and any other product or service names, logos, or slogans used by the Company in the Site are trademarks, service marks, and/or trade dress of the Company, its agents or assigns.

Other product names and/or company names referenced on the Site are the property of and may be trademarks of their respective owners. Any references on the Site to any products, services, or other information, by trademark, service mark, trade name, company name, source, provider, or otherwise, does not (and is not intended to) constitute, imply or otherwise suggest any sponsorship, endorsement, affiliation, approval, or recommendation thereof by such third parties of the Company or the Site nor by the Company of the products, services, and commercial activities of such third parties.

### **Intellectual Property Infringement**

We rely on a network of independent affiliates, subsidiaries, agents, third-party product providers, third-party Content providers, vendors, suppliers, designers, contractors, distributors, merchants, sponsors, licensors and the like (collectively, "Associates") who supply some of the goods advertised on the Site and, in some cases, drop ship them directly to our customers. In accordance with the Digital Millennium Copyright Act, we are not liable for any infringement of copyrights, trademarks, trade dress or other proprietary or intellectual property rights arising out of Content posted on or transmitted through the Site, or items advertised on the Site, by our Associates.

If you believe that your rights under intellectual property laws are being violated by any Content posted on or transmitted through the Site, or items advertised on the Site, please contact us promptly so that we may investigate the situation and, if appropriate, block or remove the offending Content and/or advertisements. It is our policy to disable access to infringing materials, and to terminate access of repeat infringers to the Site. In order for us to investigate your claim of infringement, you must provide us with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

2. A description of the copyrighted work or other intellectual property that you believe has been infringed;
3. A description of where the material that you claim is infringing is located or identified on the Site;
4. Your name, address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to our agent for notice of claims of copyright or other intellectual property infringement. Your notice must be signed (physically or electronically) and must be addressed as follows:

Copyright Agent – J. Charles Coons, Esq.  
c/o ORDER FOOD TECHNOLOGIES, INC.  
10655 Park Run Drive, Suite 130  
Las Vegas, NV 89144  
Email: Charles@coopercoons.com

### **Limitation of Liability**

The Company shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if the Company has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Third Party Content**

As part of the Site, the Company may provide links to third-party websites and/or software applications (the “Third-Party Sites”). You are entirely responsible for deciding if you wish to access or use any such Third-Party Sites. The Company does not create, control, monitor, update, or otherwise endorse any Third-Party Sites or the products, services, or information contained on or accessible through any Third-Party Sites and therefore is not responsible for and makes no representation or warranties of any kind regarding any Third-Party Sites, including without limitation regarding their accuracy or completeness. Any access and use of any Third-Party Sites, including the products, services, or information contained on or accessible through any Third-Party Sites, is solely at your own risk.

### **Term and Termination**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by ORDERFOOD.COM without notice at any time, for any reason. The provisions

relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

### **Notice**

The Company may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to the Company.

### **Miscellaneous**

The use of this site shall be governed in all respects by the laws of the state of Nevada, USA, without regard to any other choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of ORDERFOOOD.COM products) shall be in the state or federal courts located in Clark County, Nevada.

Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of ORDERFOOOD.COM products) must be commenced within one (1) year after the claim or cause of action arises. The Company failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

### **Support and Questions**

We will provide support to you related to the Site via the following methods:

Email: [support@orderfood.com](mailto:support@orderfood.com)