



Menusifu Terms of Service

1. INTRODUCTION

- 1.1 The Menusifu Terms of Service (the "Terms"), available at menusifu.com/tos/ or at menusifu.com/OST, is an agreement between Menusifu, Inc. ("Menusifu" or "us" or "our") and you ("User" or "you" or "your"). These Terms set forth the general terms and conditions of your use of the products and services made available by Menusifu and of the menusifu.com website, excluding any payment-related functions that are provided by third-party PSPs (collectively, the "Services").
- 1.2 By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.
- 1.3 Menusifu may modify these Terms in its sole and absolute discretion at any time after those modifications are posted to menusifu.com/tos/. Without limiting other remedies, Menusifu may terminate or suspend your access to the Services without notice if Menusifu determines, in its sole and absolute discretion, that you have violated these Terms or have engaged in any conduct that Menusifu believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of Menusifu, any other Menusifu user, or any third party. You may discontinue your participation in and access to the Menusifu Services at any time.

2. ADDITIONAL POLICIES AND AGREEMENTS

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following agreements and policies:

- Menusifu Privacy Policy, located at menusifu.com/privacy/;
- Menusifu Product Agreement, located at menusifu.com/pa/; and
- Any other Menusifu contracts, purchase orders, agreements or service plans to which you (or your employer on your behalf) are a party.

Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Services. Without limiting the foregoing, the Services are not available to children (persons under the age of 18). By using the Services, you represent and warrant that you are at least 18 years old. By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Services is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Services you agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Services. Menusifu may cooperate with its customers, government authorities and third parties in the investigation of alleged wrongdoing.
- 3.2 If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.
- 3.3 It is your responsibility to provide accurate, current, and complete information on the registration forms. It is your responsibility to ensure that the contact information for your account is accurate, correct and complete at all times.
- 3.4 By using the Services, you agree that:
- You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes;
 - You will not use the Services to cause nuisance, annoyance or inconvenience;
 - You will not copy, or distribute the Services or other content without written permission from the Menusifu;
 - You will provide us with whatever proof of identity we may reasonably request;
 - You are aware that if you opt to receive SMS messages, standard messaging charges will apply;
 - You will keep secure and confidential your account password or any identification we provide you which allows access to the Services;
 - You will only use the Services for your own use and will not resell it to a third party;
 - You will not impair the proper operation of any of Menusifu's systems or networks;
 - You will not try to harm or disrupt the Services in any way whatsoever;
 - You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services; and
 - You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

4. THIRD-PARTY PAYMENT SERVICES

- 4.1 Menusifu does NOT provide any payment or payment-related services (“Payment Services”). You may engage the services of a third-party payment services provider (“PSP”) to provide Payment Services that enable you to accept credit cards, debit cards and/or other forms of payment. Menusifu does not accept payments in its own name or on your behalf and does not have access to any credit card data or payment information that you may provide to a PSP.
- 4.2 By using the Services, you hereby agree: (a) that any Payment Services that are related to your relationship with Menusifu shall not form a part of Menusifu’s Services; (b) to comply with all the terms and conditions governing your usage of Payment Services provided by any PSP; and (c) to indemnify, defend, and hold harmless Menusifu and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees) that arise out of your use of any Payment Services in connection with our Services.

5. PASSWORD AND SECURITY.

You are responsible for maintaining the confidentiality of your password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify Menusifu of any unauthorized use of your password or any other breach of security related to Menusifu. Menusifu reserves the right to require you to alter your password if Menusifu believes that your password is no longer secure. You agree that you will be solely responsible for any loss or damage you suffer as a result of your failure to adequately safeguard your password.

6. THIRD PARTY SERVICES; INTEGRATION AND LINKS.

Menusifu may integrate with or provide links to certain third party Internet sites and services (for example, Facebook and Twitter) (collectively, such third parties, “Partners”). The Partner services made available through Menusifu or the integration of the such sites and services with the Menusifu are for your convenience only and do not signify the endorsement by Menusifu of such Partner sites or services. YOU AGREE THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MENUSIFU WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ACTS OR OMISSIONS BY PARTNERS, ANY PARTNER SERVICES OR SITES, OR ANY INFORMATION OR OTHER MATERIALS FOUND AT ANY OTHER WEBSITE OR INTERNET RESOURCE.

7. **RELIANCE ON INFORMATION**

- 7.1 The information presented on or available through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to menusifu.com, or by anyone who may be informed of any of its contents.
- 7.2 The Services content provided by third parties, including materials provided by other users, bloggers and thirdparty licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Menusifu, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Menusifu. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

8. **FEEDBACK.**

If you choose to provide technical, business or other feedback to Menusifu concerning the Menusifu Services or any Menusifu products or services (collectively, "Feedback"), Menusifu will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by Menusifu of Feedback into any of its products or services does not grant you any proprietary rights therein.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 9.1** YOU EXPRESSLY AGREE THAT USE OF THE MENUSIFU SERVICES IS AT YOUR SOLE RISK. THE MENUSIFU SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. MENUSIFU EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MENUSIFU SERVICES AND ALL PARTNER SERVICES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). YOU ACKNOWLEDGE THAT ACCESS TO DATA (INCLUDING, BUT NOT LIMITED TO, YOUR GRAPHS, DOCUMENTS, AND FILES) STORED BY YOU OR OTHERS ON THE MENUSIFU SERVICES IS NOT GUARANTEED AND THAT MENUSIFU WILL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE MENUSIFU SERVICES OR ITS UNAVAILABILITY. YOU UNDERSTAND AND AGREE THAT ANY DATA, SERVICES AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MENUSIFU SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MENUSIFU OR THROUGH THE MENUSIFU SERVICES WILL CREATE ANY WARRANTY FROM MENUSIFU NOT EXPRESSLY MADE HEREIN.
- 9.2** UNDER NO CIRCUMSTANCES WILL MENUSIFU OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT’S) USE OF THE MENUSIFU SERVICES.
- 9.3** IF, NOTWITHSTANDING THESE TERMS, MENUSIFU IS FOUND TO BE LIABLE, LIABILITY OF MENUSIFU AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

10. DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATIONS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Menusifu may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Menusifu’ liability will be the minimum permitted under such applicable law.

11. INDEMNIFICATION.

You hereby agree to indemnify, defend, and hold harmless Menusifu and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees) that such parties may incur as a result of or arising from your (or

anyone using your account's) violation of these Terms. Menusifu reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Menusifu's defense of such claim.

12. TRADEMARKS.

"Menusifu" and the Menusifu logo, and certain other of the names, logos, and materials displayed in the Menusifu Services, may constitute trademarks, trade names, or service marks ("Marks") of Menusifu or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Menusifu or those other entities.

13. COPYRIGHTS; RESTRICTIONS ON USE.

The content on the Menusifu Services (the "Content"), including without limitation, any pictures or text, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Menusifu. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Menusifu and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. User is responsible for content. Menusifu does not monitor or control content and is not responsible for such content. Menusifu reserves the right to remove content submitted by Users for any reason.

14. MISCELLANEOUS.

These Terms, together with any policies or agreements set forth in Section 2, and any additional terms to which you agree when using particular elements of the Services (e.g., terms relating to the payment of fees for certain services or products), constitute the entire and exclusive and final statement of the agreement between you and Menusifu with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and Menusifu with respect to the subject matter hereof. These Terms and the relationship between you and Menusifu will be governed by the laws of the State of New York as applied to agreements made, entered into, and performed entirely in New York by New York residents, notwithstanding your actual place of residence. Any disputes, actions, claims or causes of action arising out of or in connection with these Terms ("Dispute") shall be exclusively and finally settled by arbitration in Flushing, NY, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, Menusifu shall have the right to institute an action in any court of proper jurisdiction for injunctive or other equitable relief or to protect and enforce its intellectual property rights. In the event of any Dispute hereunder, You shall promptly and in good faith attempt to resolve such dispute, including escalating it as appropriate. Except for temporary injunctive relief as deemed reasonably necessary or to protect and enforce its Intellectual Property Rights, a party may not initiate any court or other formal action relating to a Dispute within the first sixty (60) days following notice by one party to the other of the Dispute. The failure of Menusifu to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Menusifu and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no

legal or contractual effect. These Terms will remain in full force and effect notwithstanding any termination of your use of the Services. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

15. CONTACT INFORMATION

Menusifu welcomes your questions or comments regarding this Terms. Please direct any comments you may have for Menusifu to:

Menusifu, Inc.
42-34 College Point Blvd.
Flushing, NY 11355
Email Address: support@menusifu.com