

MenuSifu, Inc. EZ Capital Application | MenuSifu, Inc. 如意财申请表格

MenuSifu, Inc EZ Capital Terms & Conditions of Service

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS OF USE BEFORE USING OUR SERVICES. BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SERVICES.

User Terms and Conditions

The following are terms of a legal agreement (the “Terms and Conditions”) between you and MenuSifu (“MenuSifu”, “we”, “us”, or “our”) that sets forth the terms and conditions for your use of our consulting services (the “Services”). This Services are being provided to you expressly subject to this Terms and Conditions. By using our Services, you acknowledge that you have read, understood, and agree to be bound by this Terms and Conditions and to comply with all applicable laws and regulations. This Terms and Conditions form an essential basis of our bargain.

We reserve the right to amend this Terms and Conditions at any time and will notify you of any such changes by posting the revised Terms and Conditions on our website. You should check this Terms and Conditions periodically for changes. All changes shall be effective upon posting. Your continued use of our Services after any change to this Terms and Conditions constitutes your agreement to be bound by any such changes. We may terminate, suspend or change our Services without notice or liability.

Registration Information and the Need for Accuracy

To use our Services, you agree to provide accurate, true, current, and complete information about your business as requested, including information about principal shareholders, officers, and directors of the business.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY INFORMATION YOU PROVIDE

TO US ABOUT YOUR BUSINESS IS ACCURATE AND IS NOT CONTRADICTED BY YOUR BUSINESS RECORDS AND PUBLIC FILINGS, SUCH AS, BUT NOT LIMITED TO, YOUR TAX RETURNS AND CORPORATE FILINGS.

Lenders and other finance providers (“Funders”) with whom we work will check all or part of your funding application against documents such as tax returns you have provided to the IRS in the past. We cannot effectively help you find an appropriate Funder or verify that you meet a Funders’s underwriting criteria unless the information you have provided us is accurate. You understand, acknowledge, and agree that the MenuSifu and Funders can obtain, use and share tax return information for purposes of (i) providing the Services; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. MenuSifu includes its affiliates, agents, service providers and any of aforementioned parties’ successors and assigns. The Funders include any actual or potential owners of a loan or other commercial financing resulting from your application, or acquirers of any beneficial or other interest in the loan or other commercial financing, any insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties’ successors and assigns.

You certify that information provided in your application and in all supporting documents and forms is true and accurate. The penalty for knowingly making a false statement to obtain a loan guaranteed by the Small Business Administration (SBA) can include fines of up to \$25,000 and imprisonment of up to five years, pursuant to 18 U.S.C. § 1001. False statements to a federally insured depository institution, such as the SBA lenders with whom we work, may be punished with fines up to \$1,000,000 and/or imprisonment for up to 30 years pursuant to 18U.S.C. § 1014.

By initiating the Services, you also specifically consent to let MenuSifu and Funders request and receive your consumer report data and other data about you from third parties as follows: I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for MenuSifu, Funders, or their respective affiliated companies to request and receive copies of consumer reports, scores and other information about me from third

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parties, including, but not limited to, TransUnion and Equifax. I understand that my instructions let MenuSifu, Funders, and their respective affiliated companies obtain such information at any time for as long as I use the Services as described in this Terms and Conditions.

Who We Are and What We Do

MenuSifu helps businesses find lenders and other finance providers and apply for small business loans or other commercial financing. MenuSifu is not a small business lender and does not, itself, provide SBA-guaranteed or other business loans. MenuSifu has expertise identifying appropriate lenders for various types and sizes of businesses that often have a difficult time securing affordable credit. MenuSifu also helps lenders and other commercial finance providers streamline and expedite the process of applying for small business credit, and has expertise and proprietary technology to do so.

EZ Capital

EZ Capital Services include consultation service that helps you learn about how banks typically evaluate your business and recommends steps for you to consider that might increase the likelihood of approval when applying for a business loan. Any analysis or estimates we provide, including your Loan Ready Score, are for educational purposes only. Our analysis or estimates are based on certain assumptions and use only data that we have. In this respect, we may elect to consider, ignore, emphasize or de-emphasize certain factors in our sole discretion. We do not guarantee that the information we present is the same information that may be used or reviewed by a third party to assess your eligibility for any particular product or service. MenuSifu or EZ Capital is not a financial or legal advisor as defined under federal or state law. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating.

Service Fees

For use of our Services, we charge a fee of up to ten percent (10%) of the amount of the small business loan or other finance amount which you accept from a Funder we helped you find. The Funder may also charge you a fee (“Lender Fee”). Please be advise that for SBA loans, because you may be required to pay the Lender Fee even if your loan is not ultimately funded, we will engage in extensive prequalification of your business and use commercially reasonable efforts to only prepare a loan application for you if we believe, based on the information you have provided to us, that your business is eligible to receive the loan for which we help you apply. It remains your responsibility to ensure that the information you provide to us about your business is not contradicted by documents and information, such as, but not limited to, tax returns, that lenders with whom we work may request as part of your application.

Updating Your Information

In order to assist your business in finding a Funder and applying for a loan or other commercial financing, we require up-to-date information about your business and its principal shareholders, directors, and officers. For this reason, we require that you complete our forms within 30 days of the time that you begin filling them out. If you do not complete our application forms within this 30 day timeframe, you may be required to fill them out again in order to proceed with having us help you find a Funder and prepare your financing application.

SBA Requirements for Loan Applications

The SBA does not require the use of an Agent for Packaging Services or referring a loan application in order to apply for an SBA loan. If you apply for an SBA loan of more than \$25,000, a lien on business assets is required including assets such as accounts receivable or inventory, as well as fixed assets such as new equipment purchased with loan proceeds or commercial real estate owned by the business. The lender may require additional collateral, as well.

Copyright; Limitation of Use

The copyright in all material in provision of Services, including without limitation the text, data, articles, design, software, photos, images and other information (collectively the "Content"), is held by MenuSifu or by the original creator of the material and is protected by U.S. and International copyright laws and treaties. You agree that the Content may not be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of MenuSifu. You acknowledge that the Content is and shall remain the property of MenuSifu.

You may not modify, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. The use of the Content on any other Site, including by linking or framing, or in any networked computer environment for any purpose, is prohibited without MenuSifu's prior written approval. Any unauthorized use of any Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications statutes and regulations.

You agree to use the Content only for lawful purposes. You are prohibited from any use of the Content that would constitute a violation of any applicable law, regulation, rule or ordinance of any national, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. MenuSifu makes no claims concerning whether the Content may be downloaded or is appropriate for use outside of the United States. Your eligibility for particular products or services is subject to final determination by MenuSifu.

Privacy and Use of Personally Identifiable Information

The MenuSifu Privacy Policy (<https://www.menusifu.com/en/privacy-policy/>) is incorporated into this Terms and Conditions. This policy explains how MenuSifu protects the privacy of nonpublic business and personal information you share with us and how we use it. The policy may change from time to time at our discretion. Changes will be effective upon posting to our website.

You acknowledge that we may disclose and transfer any information that you provide or any information about you MenuSifu obtained for the purpose of or in the course of the Services, (i) to MenuSifu's affiliates, lenders, agents or information providers; (ii) to providers of small business credit and services that may be appropriate for your company; (iii) to any other person or entity with your consent; or (iv) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law.

You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information you agree to such transfers.

Use of Third-Party Service Providers

We and Funders may use third-party service providers to assist in providing certain Services with or without notice to you (each, a "Third-Party Service Provider"). We or Funders may also change Third-Party Service Providers or may provide a Service without the assistance of such third party. You consent and authorize us to delegate the authorizations you provide to us to our Third- Party Service Provider(s) as we deem necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of this Terms and Conditions, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Terms and

Conditions, inure to the benefit of such Third-Party Service Providers and such Third- Party Service Providers are deemed to be third-party beneficiaries of this Terms and Conditions, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Terms and Conditions. You also agree that all references to us within this Terms and Conditions and any incorporated terms are also deemed to include, where applicable, our agents, such as the Third-Party Service Providers.

You acknowledge and authorize that such Third-Party Service Providers may obtain information about you, your company and your business, from other third parties, including consumer reports and credit scores from consumer

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reporting agencies. You consent to receive communications from such Third-Party Service Providers regarding the Services, any applied for loan and credit, including notices of "adverse action" under applicable law or similar communications disclosing information regarding you, your company and your business.

To protect the privacy and security of your personal information, we require that Third-Party Service Providers who are authorized to access your personal information take privacy and confidentiality measures to protect it.

Disclaimer of Warranties

THE INFORMATION, MATERIALS AND CONTENT IN THE SERVICES ARE PROVIDED

“AS IS”, “AS AVAILABLE,” WITHOUT ANY WARRANTY, EITHER EXPRESS OR

IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR TITLE.

ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE

OF THE CONTENT. THIS DISCLAIMER DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS TERMS AND CONDITIONS.

MENUSIFU MAY DISCONTINUE OR MAKE CHANGES TO THE SERVICES AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU.

ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND MENUSIFU

DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. MENUSIFU RESERVES THE RIGHT TO TERMINATE ANY OR ALL SERVICES WITHOUT PRIOR NOTICE TO YOU.

Limitation of Liability

IN NO EVENT WILL MENUSIFU BE LIABLE FOR ANY DAMAGES INCLUDING

GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL,

PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES, LOSSES OR EXPENSES

(INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION)

OF ANY KIND WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE ARISING

OR RELATING IN ANY WAY TO THE USE OR INABILITY TO USE BY ANY PARTY OF

THE CONTENT, THE SERVICES OR ANY THIRD-PARTY SERVICES, EVEN IF

MENUSIFU, OUR REPRESENTATIVES THEREOF, ARE ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. YOUR SOLE REMEDY

FOR DISSATISFACTION WITH OUR SERVICES IS TO STOP USING THE SERVICES. IF

THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT

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MENUSIFU'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Security of Data Transmissions and Storage

Electronic (including wired and wireless) communications may not be encrypted. You acknowledge that there is a risk that data, including e-mail, electronic and wireless communications and personal data, may be accessed by unauthorized third parties when communicated between you and MenuSifu or between you and other parties.

Indemnification

You agree to indemnify and hold harmless MenuSifu from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by MenuSifu in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit or post, or (ii) your use of the Services in violation of this Terms and Conditions or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. MenuSifu reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of MenuSifu.

Consultation with Counsel

If you do not understand any aspect of this Terms and Conditions, you are advised to consult with your own legal counsel for advice. IT IS IMPORTANT THAT YOU UNDERSTAND THE TERMS AND CONDITIONS BECAUSE THEY WILL BE BINDING UPON YOU.

Availability

Our Services is not intended to be used by any person or entity in any jurisdiction or country where such use would be contrary to local law or regulation. By offering the Services, no solicitation is made by MenuSifu to any person to use the Services in jurisdictions where the rovision of the Services is prohibited by law.

Termination

This Terms and Conditions is effective until terminated by MenuSifu. MenuSifu may terminate this Terms and Conditions at any time without notice, or suspend or terminate your use of the Services at any time, with or without cause, in MenuSifu's absolute discretion and without notice. The following provisions of the Terms and Conditions shall survive termination of your use of Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use of Services.

Waiver

Failure by MenuSifu to enforce any of its rights under this Terms and Conditions shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

Applicable Law

This Terms and Conditions and all other aspects of your use of the Services shall be governed by and construed in accordance with the laws of the United States and, to the extent applicable, the laws of the State of New York, without regard to its conflict of laws rules.

Dispute Resolution and Arbitration

I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME.

Either party to this Terms and Conditions, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"), unless you opt out as provided in section (b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of this Terms and Conditions, the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Terms and Conditions. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you may submit Claims by sending an email to info@menusifu.com at any time.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 7787879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(855) 742-4046 or visit their website at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration

Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims

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Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO

ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS),

EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Terms and Conditions and the relationship of the parties and/or MenuSifu; and (ii) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION

PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Other Terms and Conditions

This Terms and Conditions shall be subject to any other terms and conditions you have entered into with MenuSifu.

Severability

If any provision of this Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.

General Provisions

This Terms and Conditions supersedes any previous Terms of Use Terms and Conditions to which you and MenuSifu may have been bound with regard to MenuSifu, EZ Capital and the Services. This Terms and Conditions will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Terms and Conditions. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

U.S. PATRIOT ACT DISCLOSURE IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: If you receive a loan from one of our partner lenders, this is considered an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Electronic Signatures

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to the transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paperbased recordkeeping system to the fullest extent permitted by applicable law, including the

Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

Electronic Communications

You authorize Menusifu and each of its representatives, successors, assigns, designees and third-party Funders to whom your application is submitted, and their respective affiliates, to contact you via telephone call, text message, or e-mail, on your cell phone, or at your e-mail address, as either is indicated above or as reasonably and later-identified as belonging to you, including through the use of an automated telephone dialing system, with respect to this application and/or future-related commercial-financing opportunities.

--- END DOCUMENT ---

MenuSifu, Inc. Privacy Policy

This Privacy Policy describes our policies on the collection, use, and disclosure of information about you in connection with your use of our services, including those offered through our websites, emails, and mobile applications (collectively, the “Service”).

The terms “we”, “our” and “us” refer exclusively to MenuSifu, Inc. The terms “you” and “your” refer exclusively to you, as a user of the Service.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

We reserve the right to change our Privacy Policy from time to time by posting the changes here. We will notify you of any changes by posting the new Privacy Policy on this page. If we make any changes to this Privacy Policy that significantly affect your rights, we will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. Your use of our Service after we have made changes to our Privacy Policy will mean that you have accepted those changes.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE SERVICE.

If you have questions about anything in our Privacy Policy, please contact us.

1. DEFINITIONS

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on a User’s device.

Service Providers

Service Providers means any third party companies and individuals that we may use their services in order to process your data more effectively.

Data Subject

Data Subject is any living individual who is the subject of Personal Data.

User

The User is the individual using our Service. The User corresponds to the Data Subject, who is the subject of Personal Data.

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

2. TYPES OF DATA COLLECTED

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Personal details (e.g., date of birth, nationality)
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device (“Usage Data”).

This Usage Data may include information such as your computer’s internet protocol address (e.g.

IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service by or through a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so (“Location Data”). We use this data to provide features of our Service, to improve and customize our Service. We also collect your device’s source IP address, which may disclose the location of your device at the time you access our mobile application. While you can always decide not to share information about your location with Us, you must agree to provide certain types of location information if you want to use our Services.

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You can enable or disable location services when you use our Service at any time, through your device settings.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a Website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent.

However, if you do not accept cookies, you may not be able to use some portions of our Service.

3. USE OF DATA

We may use your Personal Data for legitimate business purposes, including:

To provide the functionality of our Services and related support.

- To create, and administer accounts, fulfil and record transactions, and provide you with related assistance (e.g., technical help, answer inquiries relating to Personal Data, etc.).
- To send administrative information to you, for example, information regarding our services and changes to our terms, conditions, and policies.

We will engage in these activities to manage our contractual relationship with you, with your consent, and/or to comply with a legal obligation.

To provide you with marketing and promotional materials and opportunities, and facilitate social sharing.

- To send you marketing communications and offer other materials that we believe may be of interest to you, such as to send you newsletters or other direct communications.
- To share information with other marketers (and their service providers) to permit them to send you marketing communications, consistent with your choices.
- To allow you to participate in sweepstakes, contests or similar promotions.
- To facilitate social sharing functionality if you choose to do so.

We will engage in this activity with your consent, to manage our contractual relationship with you, or where we have a legitimate interest.

For reporting and trending.

- To better understand you and our other users, so that we can tune and personalize our offering.
- For trending and statistics, and to improve our products and services

We will engage in this activity because we have a legitimate interest.

To accomplish our business purposes.

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- For audits, to verify that our internal processes function as intended and are compliant with legal, regulatory or contractual requirements.
- For fraud and security monitoring purposes, for example, to detect and prevent cyberattacks or attempts to commit identity theft.
- For responding to legal duties, such as requests from public and government authorities.

We will engage in these activities to comply with a legal obligation or because we have a legitimate interest.

To the extent that we process your Personal Data based on your consent, you may withdraw your consent at any time.

4. DATA RETENTION

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if We are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

5. DATA TRANSFER

Your information, including Personal Data, may be accessed by us or transferred to us in the United States. By providing us with Personal Data, you consent to this transfer. We will protect the privacy and security of personal information according to this Privacy Policy, regardless of where it is processed or stored. By providing us with Personal Data, you consent to the storage or processing of Personal Data in the United States and acknowledge that the Personal Data will be subject to the laws of the United States, including the ability of governments, courts or law enforcement or regulatory agencies of the United States to obtain disclosure of your personal information.

If you are outside the United States, no matter where you live or where you happen to use our services, your information, including Personal Data, may be shared with our current and future parents, affiliates, subsidiaries and other companies under common control and ownership. We may collect your Personal Data from, transfer it to, and store and process it in other countries outside of where you live.

6. DATA DISCLOSURE

Business Transaction

If we are involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

We may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation

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- To protect and defend the rights or property of MenuSifu
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

7. DATA SECURITY

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

8. YOUR PRIVACY RIGHTS

We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

Whenever made possible, you can update your Personal Data directly within your account settings section. If you are unable to change your Personal Data, please contact us to make the required changes.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the right:

- To access and receive a copy of the Personal Data we hold about you
- To rectify any Personal Data held about you that is inaccurate
- To request the deletion of Personal Data held about you

Although you cannot opt-out of all data collection when you use our Services, you can limit the collection, use and sharing of your personally identifiable information.

You have the right to data portability. You can request to obtain a copy of your Personal Data in a commonly used electronic format so that you can manage and move it. Be advised that we may not be able to delete your Personal Data without also deleting your user account. You will not be permitted to examine the Personal Data of any other person or entity and may be required to provide us with Personal Data to verify your identity prior to accessing any records containing information about you. We may not accommodate a request to change or delete Personal Information if we believe doing so would violate any law or legal requirement or result in incorrect information.

If you do not want us to collect your Personal Data, please do not provide it to us. Please understand that if you choose not to provide certain Personal Data to us, your choice will restrict your ability to access some content and use some of the functionality of our Services.

For your protection, we may only implement requests with respect to the Personal Data associated with the particular email address that you use to send us your request, and we may need to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably practicable.

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

9. SERVICE PROVIDERS

We may employ Service Providers, to provide the Service on our behalf, to perform ServicereLATED services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Tracking and Advertising

We and our third-party service providers may use remarketing services to advertise on third party Websites to you after you used our Service. We and our third-party vendors may employ various tracking technologies, such as cookies, Web beacons and analytics software, that help us better manage content on our Services by informing us what content is effective.

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

LINKS TO OTHER WEBSITES

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties. The inclusion of a link does not imply endorsement of the linked site or Service by us.

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organizations, such as Facebook, Apple, Google, Microsoft, RIM or any other application developer, application provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including any Personal Data you disclose to other organizations through or in connection with our Services.

10. CHILDREN

The Service is intended for audiences above 13 years old. The Service is not directed to children 13 and under. We do not knowingly collect Personal Data from children under 14. If you become aware that a child has provided us with Personal Data without parental consent, please contact us. If we become aware that a child under 14 has provided us with Personal Data without parental consent, we will take steps to remove such information and terminate the child's account.

11. CONTACT US

If you have any concerns relating to this Privacy Policy, you may correspond with us at the following address:

339 5th Ave, Ste 500

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Manhattan, NY 10016

Email: info@menusifu.com

CCPA Notice

Privacy Notice for California Residents

This Privacy Notice for California Residents supplements the information contained in our general privacy notice and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

Category	Examples
A. Identifiers.	A real name, postal address, email address, account name.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, physical characteristics or description, address, telephone number.
C. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
D. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.
E. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior.

Personal information does not include:

- Publicly available information from government records.

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- De-identified or aggregated consumer information.
 - - o Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; o o Personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994. We obtain the categories of personal information listed above from the following categories of sources: o
 - ✦ Directly from you. For example, from forms you complete or products and services you purchase, name, postal address, email address, telephone number, and driver's license for certain verification processes.
 - ✦ Indirectly from you. For example, from observing your actions on our Website which includes products and purchase history.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations as described to you when collecting your personal information or as otherwise set forth in the CCPA.

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We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose [or sell your personal information, subject to your right to opt-out of those sales (see Personal Information Sales Opt-Out and Opt-In Rights)]. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract. [The CCPA prohibits third parties who purchase the personal information we hold from reselling it unless you have received explicit notice and an opportunity to opt-out of further sales.]

We share your personal information with the following categories of third parties:

- Service providers, such as delivery companies and warranty providers.
- Data aggregators.
- Third parties with whom we partner to offer products and services to you.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 -
 - Sales, identifying the personal information categories that each category of recipient purchased
 - Disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request us to delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see Exercising Access,

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Data Portability, and Deletion Rights), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny or delay your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Emailing us at info@menusifu.com
- Visiting our Privacy Policy

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

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Making a verifiable consumer request does not require you to create an account with us. [However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account.]

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are 16 years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between 13 and 16 years of age, or the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting our privacy policy.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by creating a new account on our platform.

You do not need to create an account with us to exercise your opt-out rights. We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.

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- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to info@menusifu.com or write us at: 339 5th Ave, Ste 500, Manhattan, NY 10016.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice's effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and uses your information described below [and in the Privacy Policy], your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Website: [Privacy Policy](#)

Email: info@menusifu.com