

## **MenuSifu, Inc Business Financing 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 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.

### **MenuSifu Business Financing**

MenuSifu Business Financing 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 MenuSifu Business Financing 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 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 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](mailto: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](http://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](http://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 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, MenuSifu Business Financing 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.

**Contact Information**

If you have any questions or concerns about these Terms, please contact us at [financing@menusifu.com](mailto:financing@menusifu.com)

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