Terms of Use for Customers

Version Date: [Date]

THESE TERMS OF USE FOR CUSTOMERS CONTAIN THE TERMS OF USE OF THE BITEUNITE WEBSITE AND THE BITEUNITE SERVICES. Please read this Terms of Use carefully. They govern the use of our Website and our Services. By accessing or using the BiteUnite Website and the BiteUnite Services, you agree to all the terms in this Agreement and all terms that are incorporated into this Agreement as referenced below. These terms can be viewed and printed at any time through the "Terms of Use" link at the bottom of our website and viewed in our mobile application.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OUR WEBSITE AND OUR SERVICES. **BY REGISTERING ON THE BITEUNITE PLATFORM YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS OF USE**

Term of Use

BiteUnite aims at providing an online platform via its website at [www.biteunite.com] as well as the BiteUnite mobile application (the "App") connecting you with the local professional chefs, through dinner, cooking classes, special tailor-made cuisines for special occasions, personal and alternative culinary experiences, professional chefs at home, etc. BiteUnite provides a platform whereby a chef may post details of an event, chef and diners may communicate with each other regarding the event, and a diner may book the event for an agreed upon period (the Booking), at an agreed upon price, and subject to any other agreed upon terms set out in these Terms of Use and the OTHER AGREEMENTS entered into between the parties ("Ancillary Agreements"). BiteUnite aims at providing the best experience to the users using our website. As such, we need cooperation from all users and it is important that every user understands and agrees to observe these obligations when using this website. By using this website or the BiteUnite services, you are agreeing to abide by these Terms of Use (the "Terms"), which constitute a legally binding agreement between you and BiteUnite and which govern your use of and access to the [www.biteUnite.com)] website (all the webpages contained or hyperlinked therein and owned or controlled by BiteUnite are collectively referred as the "**Website**") and the BiteUnite services, whether through the Website itself or through such other media or media channels, devices, software, or technologies as BiteUnite may choose from time to time (also and collectively, the "**BiteUnite Service**").

As provided in greater detail in these Terms, you agree and acknowledge that the Terms include the following material terms:

- your use of the BiteUnite Service may be subject to separate third party terms of service and fees, including but not limited to your network carrier's terms of service and fees such as fees or charges for data usage, messaging and overage, which are your sole responsibility;

- BiteUnite Service only provides you with a platform displaying the chefs' dishes, allowing you to order the dishes you want and making arrangement

for food delivery to you. BiteUnite does not provide any warranty of whatsoever kind and is not responsible for any disputes in connection with the chefs' dishes.

- if you have a BiteUnite's account, you may receive our promotions but this is entirely subject to your decision whether or not to receive such promotional notification or communication.

- BiteUnite does not (a) own, operate, provide, license, lease, rent, sell, resell, manage, or otherwise control any event outside of its premises located at 600, South Van Ness Avenue, San Francisco, 94110 CA, (b) perform any background checks of chefs or diners; or (c) supervise or conduct any inspections of events.

- BiteUnite does not endorse any diners, any chefs or any events. Rather, BiteUnite's sole responsibility is to make available a neutral communication and payment platform, subject to the terms of this Agreement, through which a chef can notify details of an event and sell the event to diners, and diners can buy access to the event from chefs.

The Website is owned and operated by BiteUnite in the United States of America ("United States of America"). BiteUnite reserves the right to modify or discontinue, temporarily or permanently, and at any time, the Website and/or the BiteUnite Service (or any part thereof) with or without notice. You agree that BiteUnite shall not be liable to you or to any third party for any modification, suspension or discontinuance of the BiteUnite Service.

BiteUnite may modify these Terms from time to time, and any change to these Terms will be reflected on the Website (with revisions being indicated by date), and you agree to be bound by any changes to these Terms when you use the Website or the BiteUnite Service. Modifications to these Terms shall be effective 30 days after being posted. Occasionally there may be information on the Website or within the BiteUnite Service that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and other information, and BiteUnite reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

BY USING THIS WEBSITE, YOU REPRESENT THAT YOU ARE 18 YEARS OLD OR OLDER. IN CASE YOU ARE UNDER 18 YEARS OLD, YOU MUST REVIEW THIS TERMS OF USE WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THIS TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THIS TERMS FOR THE BENEFIT OF AN INDIVIDUAL UNDER THE AGE OF 18, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE WEBSITE AND THE BITEUNITE SERVICE, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

The Website and the BiteUnite Service

BiteUnite Service and this Website are a third party marketplace functioning as an online platform for the participating chefs to present their food and beverages, and for Customers to view, discuss, place orders for and pick up food and beverages.

BiteUnite provides order placement services only. BiteUnite is not a merchant of food or beverages, or provider of any pickup service in connection therewith, and does not control the chefs or the production of any food or beverages, or any pick-up service connected therewith.

BiteUnite has entered into agreements with the chefs to ensure the chefs' full compliance with all applicable laws, rules, regulations and standards in connection to food preparation, standard of hygiene, safety and maintenance of applicable licenses. BiteUnite does not in any way independently verify the credentials or representations of any of the chefs, the ingredients or the quality of any their products or services, or any chefs' compliance with applicable laws and license maintenance.

Customers shall directly contact and contract with the individual chef with respect to the quality, quantity, safety, and other requirements of the food and beverage including but not limited to the source of food, nature of food (e.g.: organic or non-organic), and/or your specific requests in connection to food intolerance or food allergies . In no event shall BiteUnite be required to test, investigate or verify any food or beverages provided by the chefs to Customers.

Despite the aforesaid, we do welcome you to notify us of your complaints or concerns that you might have with the chefs.

Ordering and Payment

When you place an order through the Website or the BiteUnite Service, you will be given a choice of payment options including [Stripe®]. You will be billed through BiteUnite for what you have ordered through the BiteUnite Service. However, BiteUnite is not and shall not in any way or manner be considered or construed as the seller of your purchase.

Refund Policy

If you have any problems with your order, please contact us by email: info@biteunite.com and we will try our best to assist you. After the investigation, we may in our discretion decide to refund the moneys that you have paid.

Customers' Representations, Warranties and Undertakings

By using the Website and/or the BiteUnite Services, you represent, warrant, and undertake that:

a. all registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information;
b. you will keep your password confidential and will be responsible for all use of your password and your account;
c. you have all the legal capacity and power to use this Website and the BiteUnite Services; and
d. your use of the Website and the BiteUnite Services does not violate any applicable law.

Your Upload

The Website not only offers you a platform to order food and beverage from individual chef but also allows you to interact with other customers. You are allowed to share your reviews, comments, photos and other type of works in which you own the propriety rights ("Your Sharing").

When you post or upload Your Sharing, you represent, warrant and undertake that:

a. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of Your Sharing does not and will not infringe, misappropriate or violate, a third party's intellectual proprietary rights, including but not limited to copyright, patent, trademark, trade secret or moral rights, of any third party;
b. you are the creator and owner of, Your Sharing, or have the necessary licenses, rights, consents, releases and permissions to use and to authorize BiteUnite, the Website, and BiteUnite Services to use Your Sharing as necessary to exercise the licenses granted by you under these Terms;
c. Your Sharing is not (in all cases as determined by BiteUnite in its sole and absolute discretion) obscene, pornographic, vulgar or offensive, fraudulent, false, misleading or deceptive, , violent, harassing or otherwise objectionable, defamatory; does not promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; does not incite, encourage or threaten physical harm against another or promote illegal or harmful activities or substances; does not violate any applicable law, regulation, or rule, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability, and does not violate the privacy or any other rights of any third party;
d. Your Sharing does not constitute, contain, install or attempt to install or promote any viruses, worms, Trojan horses, malicious code, spyware, malware or other or any other computer code or harmful or destructive content, whether on BiteUnite's or others' computers or equipment, including any computer code designed to enable you or others to gather information about or monitor the activities of another party;
e. Your Sharing does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;
f. Your Sharing does not otherwise violate, or link to material that violates, any provision of these Terms or any applicable law or regulation; and

g. Your Sharing does not contain pictures, data, audio or visual files, or any other content that is excessive in size.

By uploading or posting Your Sharing, you automatically grant, and you represent and warrant that you have the right to grant, to BiteUnite an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license to use, copy, publicly perform, publicly display, modify, reformat, translate, excerpt (in whole or in part), create derivative works of and distribute Your Sharing for any purpose, commercial, advertising, or otherwise, on or in connection with the Website, the BiteUnite Services or the promotion thereof, to prepare derivative works of, or incorporate into other works, Your Sharing, and to grant and authorize sublicenses of the foregoing.

BiteUnite has the right, in its sole and absolute discretion and without notice to you or your prior consent, to (i) edit, redact or otherwise change any part of Your Sharing, (ii) re-categorize any of Your Sharing to place them in more appropriate locations, or (iii) pre-screen or delete any of Your Sharing that are determined to be inappropriate or otherwise in violation of these Terms or any applicable laws.

If you do not agree to these rights and license, do not upload or post Your Sharing on the Website.

App Store

The availability of the BiteUnite App is dependent on the third party from which you received the App (the "App Store"), such as the Apple App Store. These Terms apply between you and BiteUnite and not with the App Store. BiteUnite, not the App Store, is solely responsible for the App, the content of the App, any maintenance, support services, and warranty for the App, and addressing any claims relating to the App (including claims related to product liability, legal compliance, or intellectual property infringement). You will pay all fees charged by the App Store in connection with the App (if any). You will comply with, and your license to use the App is conditioned upon your compliance with, all applicable third party terms of agreement when using the App. In the event of a conflict between the provisions of these Terms and the provisions of any applicable third party terms of agreement, the provisions of these Terms will control.

Modifications to the Website or the App

BiteUnite reserves the right in its sole discretion to review, improve, modify, or discontinue, temporarily or permanently, the Website or the App and any features, information, materials, or content on the Website or the App with or without notice to you. BiteUnite will not be liable to you or any third party for any modification or unavailability or discontinuance of the Website or the App or any portion thereof.

Prohibited Activities

The Website and the BiteUnite Services are for your own personal use only, unless otherwise approved by BiteUnite in advance in writing. You shall not access or use

the Website for any other purpose other than the legitimate review, request for food and beverage products, and pick-up and delivery services in connection therewith, provided by the chefs.

You warrant and undertake that you will not use the Website for any of the following acts:

a. criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
b. advertising to, or solicitation of, any user to buy or sell any products or services;
c. systematic retrieval of data or other content from the Website or the Services to create or compile, directly or indirectly, any collection, compilation, database or directory;
d. engaging in unauthorized framing of or linking to the Website or the BiteUnite Services;
e. transmitting chain letters or junk email;
f. using any information obtained from the Website or the BiteUnite Services in order to contact, advertise to, solicit, or sell to any user;
g. engaging in any automated use of the Website or the BiteUnite Services, or any system or component thereof, such as using scripts to add friends or send comments or messages, or using any data mining, robots or similar data gathering and extraction tools;
h. interfering with, disrupting, or creating an undue burden on the Website or the BiteUnite Services or the networks or services connected or linked thereto;
i. attempting to impersonate another user or person;
j. using the username of another user;
k. selling or otherwise transferring your profile;
l. using any information obtained from the Website or BiteUnite Services in order to harass, abuse, or harm another person;
m. using the Website or the BiteUnite Service as part of any effort to compete with BiteUnite Service, directly or indirectly;
n. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website or the BiteUnite Services;
o. attempting to bypass any measures of the Website or the BiteUnite Services designed to prevent or restrict access to the Website or the BiteUnite Services, or any portion of the Website or the BiteUnite Services;
p. harassing, annoying, intimidating or threatening any BiteUnite's employees or agents engaged in providing any portion of the BiteUnite Services;
q. displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Website or the BiteUnite Services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;

r. deleting the copyright or other proprietary rights notice from any Your Sharing or any portion of the BiteUnite or the BiteUnite Services (including any content therein and thereof); and
s. using the Website and/or the BiteUnite Services in any manner inconsistent with any and all applicable laws and regulations and any of the provisions of these Terms and the Ancillary Agreements.

Intellectual Property Rights of BiteUnite

As between you and BiteUnite, all of the content included in and as a part of the Website and the BiteUnite Services (including, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics, collectively the "BiteUnite Content"), including all trademarks, service marks, and logos contained therein ("Marks"), is the property of or is licensed to BiteUnite, and is subject to copyright and other intellectual property rights. BiteUnite reserves all rights in and to the Website, the BiteUnite Services, and the BiteUnite Content and Marks. Subject to your agreement to comply with these Terms, and except as otherwise prohibited by BiteUnite, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicenseable license to access and make personal and non-commercial use of the Website and the BiteUnite Services; the license granted hereby does not include any resale or commercial use of the Website, the BiteUnite Services, or the BiteUnite Content. If you download or print a copy of the BiteUnite Content for personal use in accordance with the limited license granted herein, you agree not to cancel, obscure, deface or modify all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any BiteUnite Content or enforce limitations on use of the Website or the BiteUnite Content therein.

Third Party Websites and Content

The Website and the BiteUnite Services may contain, or you may be sent through the Website or the BiteUnite Service to, links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). BiteUnite is not and will not be responsible for accuracy, appropriateness, or completeness of the Third Party Content, and BiteUnite is not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by BiteUnite. If you decide to access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you agree that BiteUnite shall have no responsibility in connection to the Third Party Content.

Privacy Policy

We care about the privacy of our users. Please review our privacy policy at [insert link].

Term and Termination

These Terms shall remain in full force and effect while you use the Website or the BiteUnite Services. You may terminate your use or participation at any time, for any reason, by ceasing to use the Website and the BiteUnite Services.

Without limiting any other provision of these terms, BiteUnite reserves the right, in BiteUnite's sole discretion and without notice or liability, to deny access to and use of the Website and the BiteUnite Services, to any person for any reason or for no reason, including without limitation for breach of any representation, warranty or covenant contained in these terms, or of any applicable law or regulation, and BiteUnite may terminate your use or participation in the Website and the BiteUnite Services, delete your profile and any content or information that you have posted at any time, without warning, in BiteUnite's sole and absolute discretion.

Any provisions of these Terms that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of these Terms, shall be deemed to survive for as long as necessary to fulfill such purposes.

In addition, your use of the BiteUnite Service is subject to any and all additional terms, policies, rules, or guidelines applicable to the BiteUnite Service or certain features of the BiteUnite Service that we may post on or link to on the Website or the BiteUnite Service (the "Additional Terms"), such as end-user license agreements for any downloadable applications that we may offer, or rules applicable to particular features or content on the BiteUnite Service. All such Additional Terms are hereby incorporated by reference into, and made a part of, these Terms.

Dispute between Customers and Third Parties

If there is a dispute between users of the Website, or between users and any third party (including any chef), you understand and agree that BiteUnite (including the Website and the BiteUnite Services) is under no obligation to become involved or provide assistance to resolve the disputes. In the event that you have any such dispute between users and any third party (including any chef), you hereby indemnify, defend and hold harmless BiteUnite, its directors, officers, employees, service providers, affiliates, agents and successors from and against all liabilities, losses, damages, actions, judgments, demands, costs or expenses of whatever kind (including reasonable attorneys' fees) (collectively, "Losses") from all claims, demands, and damages, whether direct, indirect, actual, and consequential, of whatsoever kind or nature, known or unknown, arising out of or in any way related to such disputes. In no event shall BiteUnite be responsible, and BiteUnite disclaims

any liability for, any Losses in connection with the food and beverages prepared, assembled, packaged, served or consumed at the Premises.

Disclaimers

As BiteUnite only operates as an online platform that enables the cooking enthusiasts and foodies to connect with each other, BiteUnite is not involved, directly or indirectly, in the business related to the provision of raw materials, preparation of food, cooking of food, serving, preserving or trading of food or any similar activities.

As a result, BiteUnite cannot control the nature of the content available on the Website or through the BiteUnite Services, or the products and services being sold by the chefs therein including but not limited to the quality of food, the experience and competence of chefs, and whether or not the catering services are fit for your purpose. By operating the Website and providing the BiteUnite Services, BiteUnite does not represent or imply that BiteUnite endorses any chef or any other content or products available on or linked to by the Website or through the BiteUnite Services, or that BiteUnite believes any products or other content to be accurate, useful, or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable products or content you may encounter on or download from the Website or through the BiteUnite Services or in connection with any chefs or third party. We also make no guarantee as to whether or not the services requested by you will be satisfactorily completed by the chefs.

BiteUnite will use its reasonable commercial efforts to maintain the stability of the online platform. However, BiteUnite may have to temporarily shut down the online platform for maintenance purpose or otherwise.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND BITEUNITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BITEUNITE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, AFFILIATES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND BITEUNITE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BITEUNITE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE AND BITEUNITE SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE PRODUCTS, SERVICES,

OR CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THROUGH THE BITEUNITE SERVICES. BITEUNITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BITEUNITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

BITEUNITE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, DO NOT OPERATE THE CUISINE AS A RESTAURANT, BUT MERELY MAKE THE PREMISES AVAILABLE TO CHEFS WHO PROVIDE GOODS OR SERVICES FOR YOUR EVENT, INCLUDING, FOOD AND BEVERAGE SERVICES. ALL SUCH PERSONS AND ENTITIES ARE INDEPENDENT CONTRACTORS. AS A RESULT, BITEUNITE IS NOT LIABLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY SUCH PERSON OR ENTITY, OR OF ANY OTHER THIRD PARTY. WITHOUT LIMITATION, BITEUNITE IS NOT RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY, INCONVENIENCE IN CONNECTION WITH THE PROVISION OF ANY GOODS OR SERVICES, DEATH, OR INJURY OCCASIONED BY OR RESULTING FROM, THE SERVICES OF ANY CHEF OR ANY SUCH THIRD PARTIES, INCLUDING WITHOUT LIMITATION, OVERBOOKING OR CHANGES TO THE SERVICES, FAILURE OF EQUIPMENT, SANITATION PROBLEMS, FOOD POISONING (INCLUDING FOOD ALLERGIES), OR FOR ANY OTHER CAUSE BEYOND THE DIRECT CONTROL OF BITEUNITE.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE SHALL BITEUNITE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, AFFILIATES, OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE WEBSITE OR BITEUNITE SERVICES, EVEN IF BITEUNITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BITEUNITE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO BITEUNITE FOR THE BITEUNITE SERVICES DURING THE PERIOD OF 1 MONTH PRIOR TO ANY CAUSE OF ACTION INITIALLY ARISING.

Indemnification

You agree to defend, indemnify and hold BiteUnite, its subsidiaries, and affiliates, and their respective directors, officers, employees, service providers, and agents

(collectively, the "BiteUnite Indemnitees") harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any party due to or arising out of your use of the Website, or your use of BiteUnite Services, including, without limitation use in violation of these Terms and/or arising from a breach of these Terms, the Ancillary Agreements or any rules pertaining to the use of the Premises made known to you by BiteUnite, and/or any breach of your representations, warranties, or covenants set forth in these Terms. Notwithstanding the foregoing, BiteUnite reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify an BiteUnite Indemnitee, and you agree to cooperate, at your expense, with BiteUnite's defense of such claims. BiteUnite will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law and Arbitration

These Terms are governed by the laws of California without regard to its conflict of law principles. Any and all disputes arising out of or relating to these Terms of Use, or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration in San Francisco, California, before one arbitrator pursuant to the Commercial Rules of the American Arbitration Association then in effect. The parties agree that the arbitrators shall have the power to award damages and reasonable attorneys' fees and expenses to any party in such arbitration. Interim or provisional relief, including but not limited to preliminary injunctions and attachments, may be granted in aid of arbitration by any court having jurisdiction thereof. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having competent jurisdiction.

Miscellaneous

These Terms constitutes the entire agreement between you and BiteUnite regarding the Website and the BiteUnite Services. The failure of BiteUnite to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible by law. These Terms and your account may not be assigned by you without our express written consent. BiteUnite may assign any or all of its rights and obligations to others at any time. BiteUnite shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond BiteUnite's reasonable control. If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

INTERACTIONS BETWEEN CHEFS AND DINERS, AND DINERS AND THIRD-PARTY VENDORS

- *(a) Cancellations and Refunds*
  - (i) NO CANCELLATIONS BY DINERS

    NO CANCELLATIONS. As a Guest, you may move any reserved Space before it is confirmed by the Chef without further obligation. ** Once a Booking is confirmed by a Chef, a Guest may move the event date upon at least 7 calendar days' notice before the event date.

  - (ii) CANCELLATIONS BY CHEFS

    The cancellation of a confirmed Booking by a Chef requires intensive logistical support and can impact the high standard of service by which BiteUnite's marketplace operates. As such, in the event of any cancellation of a confirmed Booking by a Chef, BiteUnite shall be entitled in its discretion to impose liquidated damages of $--- per guest registered at the cancelled event on the Chef's account.

  - (iii) CANCELLATIONS BY BITEUNITE.

    In certain circumstances, BiteUnite may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Booking and to issue a refund to a Guest for the amounts charged to the Guest. Except in case of emergencies, BiteUnite will give at least 7 calendar days' notice before the event date. You hereby agree that BiteUnite and the relevant Guest or Chef will not have any liability for any such cancellation or refund made by BiteUnite.

  - (iv) BOOKING RESCHEDULING

    Guests may reschedule a Booking with the same Chef and for the same use (a "Rescheduled Booking") under the following conditions:

    The Rescheduled Booking must be for the same duration as the original Booking. The Rescheduled Booking date and time are subject to Chef approval.

    (v) GENERAL

    BiteUnite reserves the right to make adjustments to its cancellation and refund policy from time to time in accordance with the notice provisions for changes set out in this Agreement.

    (vi) REFUND
    If we don't have enough guests for the event to reach the minimum participants, Chef has the right to cancel and BiteUnite will refund the Guest the amounts charged to the Guest within 3 calendar days.

Contact Us

In order to resolve a complaint regarding the Website or the BiteUnite Services, or to receive further information regarding the BiteUnite Services, please contact BiteUnite as set forth below:.

BiteUnite of USA LLC
600 Van Ness Ave
San Francisco, CA 94102, USA
[Tel no]

[infosf@biteunite.com]