

# Partners Terms of Service

**Last Updated July 30, 2022**

These Terms of Service (“**Terms**”) govern your access to and use of the websites and mobile applications (the “**Services**”) provided by L4R LLC (“**L4R**,” “**Love4Restaurants**,” “**we**” or “**us**”), including any videos, information, text, testimonials regarding the Services, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “**Content**”). You, in your role as a restaurant owner, a business user or vendor on the Services, are referred to herein as “you.” Consumer users of the Services are referred to herein as “Users” or “Consumers.”

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms. To the extent you access or use the Services as a Consumer, you also accept and agree to comply with L4R’s **Consumer Terms of Service**

## **1. Basic Terms**

The Services are intended to allow you to sell goods and services to third parties. The Services allow Users to contact you, book a reservation in your establishment, use your establishment as an offline meeting location, or transact for other services with you (e.g., catering, take-out, or food delivery). L4R is not a party to any transaction you carry out using the Services. Any issues you may have with any sale you make while using the Services (for example, canceled reservations or payment issues) is strictly between you and the Consumer to whom you made the sale.

TO ADVERTISE YOUR BUSINESS VIA THE SERVICES, YOU ARE REQUIRED TO CARRY A MINIMUM \$1,000,000 GENERAL LIABILITY INSURANCE POLICY, AND TO PROVIDE PROOF OF INSURANCE TO L4R UPON REQUEST

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other vendors and Users of the Services and through third party services and websites. You should only provide Content that is true, correct, and accurate, and that you are comfortable sharing with others under these Terms. You may use the Services only if you can form a binding contract with L4R and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local,

state, national, and international laws, rules and regulations.

The Services that L4R provides are always evolving and the form and nature of the Services that L4R provides may change from time to time without prior notice to you. In addition, L4R may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Users generally and may not be able to provide you with prior notice. You agree that L4R will not be liable to you or to any third party for any modification, suspension or discontinuance of the services. **You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time.** We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by L4R on the Services are subject to change. In consideration for L4R granting you access to and use of the Services, you agree that L4R and its parent, third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Certain portions of the Services are made available for a fee, and you may be required to provide L4R information regarding your credit card, PayPal account, Apple App Store account, Google Play Store account, Bank Account or other payment information. You represent and warrant to L4R that such information is true and that you are authorized to use the payment instrument. We reserve the right to change L4R's prices at any time for any reason.

Unless otherwise expressly authorized by L4R or within the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services or access to the Services.

## **2. Privacy**

Any information that you provide to L4R is subject to our **Privacy Policy**, available at **[Privacy Policy](#)** which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by L4R. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your L4R account, which you may not be able to opt-out from receiving.

### 3. Accounts and Passwords

To use and enjoy the services we provide, we require you to register an account with us at no cost. Your Account is for your individual personal use only, and you may not authorize others to use your Account for any purpose. In creating your Account, you certify that all information you provide is complete and accurate. Specifically, you will be asked to provide your business entity's name, billing address, shipping address, and store address mailing address, phone number, email address, DUNS number and bank account information (account number and routing number) ("**Business Registration Data**"). If you choose to register for the Services, then you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Business Registration Data and certain other information about you are governed by our Privacy Policy.

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. **You agree to (a) immediately notify L4R of any unauthorized use of Your password or account or any other breach of security.** L4R cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

### 4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the party who originated such Content. We may, but are not required to, monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will L4R be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

### 5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. In order to make the Services available to you and other users, L4R needs a license from you. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for L4R to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with L4R for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by L4R, or other companies, organizations or individuals who partner with L4R, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. L4R will not be responsible or liable for any use of your Content by L4R in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

## **6. Your License to Use the Services**

L4R gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by L4R as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by L4R, in the manner permitted by these Terms. This license is revocable, pursuant to these Terms.

## **7. Fees and Charges Collected by L4R (Services and Fees)**

You agree to pay a one-time initial set-up fee of \$250 (two hundred fifty dollars) when L4R does the initial setup for you include but not limited to landing page, setup menu, reservations, catering, takeout.

In addition, L4R charges restaurants certain fees (“**Merchant Fees**”) for the use of certain features of the Services (“**Merchant Features**”), as outlined below. When you use Merchant Features, you agree to pay the Merchant Fees. We assess Merchant Fees as a percentage of the value of the transactions that you enter into using a specific Merchant Feature. In other cases, we may charge you additional monthly subscription fees (“**Subscription Fees**”) for services like Reservation, Review Dispute, Sending emails to customers, access to classify and post open position. L4R reserves the right to revise these fees from time to time, with or without prior notice to you.

Merchant Fees

| Merchant Feature                              | Merchant Fee   |
|---|--|
| Events/ Activities                            | 15% of the total event cost  |
| Dining-in Rewards                             | 5% of the User’s reward redemption   |
| Catering                                      | 15% of the User’s purchase   |
| Take-out                                      | 15% of the User’s purchase   |
| eGift Cards (L4R & Restaurants)<br>Redemption | 10% of the redeemed gift certificate value   |
| Promotions/Coupons                            | 10% of the User’s purchase (including the value of the discount, promotion, or other credit) |
| Private Parties                               | 15% of the User’s purchase for services, food, and associated goods or products              |

**Fee Waiver:**

You have the ability to enable and disable certain features of the Services. For each

complete month that you have all features of the Services active, and enable Users of the Services to purchase food and other services from you without limitation, L4R will waive your monthly subscription fee of \$199 for other features available on L4R platform like Reservation, Review Dispute, Sending emails to customers, access to classify and post open position. If you have only some features of the Services active for any times during a month or place any limits on the ability of Users to purchase food and/or other services from you via the Services, then you will be charged subscription fees for that month.

All payments made via the Services are processed by L4R. L4R will hold all funds related to all transactions that Users make with you via the Services, and will disburse funds to you Once on a Monday after every week. Funds for transactions executed and or redeemed between the Monday and Sunday from a week before If, in any Monday falls on a holiday, then funds will be disbursed to you on the following business day. Funds will be disbursed electronically, and you agree to provide L4R with bank account information for the purposes of making fund disbursements to you. All applicable L4R fees (described above) will be deducted from funds before they are disbursed to you.

If your bank account information changes, you agree to notify L4R within five (5) business days of your new bank information. If you fail to notify L4R of new bank account information in a timely fashion, then you will be responsible to pay any fees, including returned check fees, that result from L4R attempting to transmit funds to your old bank account

## **8. Compliance with Food Safety Laws**

By registering for the Services, you understand, acknowledge and agree that your business complies with, and will continue to comply with, federal, state and local laws, rules, regulations, and standards pertaining to food preparation, sale, marketing and safety ("**Food Laws**"). You agree to indemnify L4R from any legal damages, as more fully described in Paragraph 16, below.

## **9. Processing Food Orders**

When a User submits an order via the Services, you will receive an email notification at the email address that you provided to us when you registered for the Services. L4R is not a party to any transaction that you carry out via the Services, and will not be responsible in any way for assisting to resolve disputes that you may have with any user for any reason (such as mistaken food order fulfillment, food quality or reservations) arising from a transaction conducted via the Services.

## **10. Taxes**

You are solely responsible for ensuring that your business complies with all federal, state and local laws regarding sales taxes and income taxes pertaining to any transaction in which you participate via the Services.

## **11. Disputes**

When a User disputes a charge from your business and it was done through the Services, L4R will handle that dispute. If chargeback comes from the issues arose with the restaurant and User won the chargeback, chargeback will be deducted from the next payment owed to You.

## **12. Terminating the Services**

You agree to provide L4R with 30 (thirty) days prior written notice via [L4Rinfo@gmail.com](mailto:L4Rinfo@gmail.com) before removing your business from the Services, to assure that Users are able to complete pending transactions with you. If you provide written 30 days' notice, then L4R will refund the pro rata portion of any monthly subscription fees you may have paid for the partial month in which you terminated your use of the Services. You agree to be responsible for any costs or damages that L4R incurs as a result of your failure to provide 30 days' notice of your intention to terminate your use of the Services.

L4R is committed to providing the best dining and food ordering experience to its Users. To that end, L4R may in its sole discretion suspend or revoke your right to use the Services if it is dissatisfied with the quality of service that you provide to Users. If L4R revokes your rights to use the Services on this basis, then L4R will not refund any pro-rata portion of any monthly subscription fees you may have paid when your right to use the Services is revoked.

### **13. L4R Hiring Services**

The Services include the ability to post job listings and receive resumes from prospective employment candidates (the "**Hiring Services**"). Your use of the Hiring Services is subject to the following conditions:

- You are solely responsible for your use of the Hiring Services, including any job postings, employment decisions, transactions or communications. L4R is not an employer of you or the individuals or entities your hire.
- You understand and acknowledge that if you cancel your account on the Services or your account on the Services is terminated, then all your account information from the Hiring Services, including saved resumes and network contacts, will be marked as deleted in and may be deleted from L4R's databases. Information may continue to be available for some period of time because of delays in propagating such deletion through L4R's web servers.
- In order to protect our Users from commercial advertising or solicitation, we reserve the right to restrict the number of e-mails which you may send to Users to a number which L4R deems appropriate in its sole discretion. You shall use the Hiring Services for hiring purposes in accordance with all applicable privacy and data protection laws.

A job posting on the Services may not contain:

- (a) any hyperlinks, other than those specifically authorized by L4R;
- (b) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in L4R's reasonable discretion;



- (c) the names, logos or trademarks of unaffiliated companies other than those of your customer, unless expressly agreed by L4R;
- (d) the names of colleges, cities, states, towns or countries that are unrelated to the posting;
- (e) more than one job or job description, more than one location, or more than one job category, unless the product so allows;
- (f) inaccurate, false, or misleading information; and
- (g) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

You may not use your L4R job posting or profiles to:

- (a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- (b) post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- (c) post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- (d) with respect to profiles, determine a consumer's eligibility for: (i) credit or insurance for person, family, or household purposes; (ii) employment; or (iii) a government license of benefit;
- (e) post jobs or other advertisements for competitors of L4R or post jobs or other content that contains links to any site competitive with L4R;
- (f) sell, promote or advertise products or services;
- (g) post any franchise, pyramid scheme, "club membership," distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- (h) post any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (i) post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;

(j) promote any opportunity that does not represent bona fide employment which is generally indicated by the employer's use of IRS forms W-2 or 1099;

(k) post jobs on for modeling, acting, talent or entertainment agencies or talent scouting positions;

(l) advertise sexual services or seek employees for jobs of a sexual nature;

(m) request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;

(n) endorse a particular political party, political agenda, political position or issue;

(o) promote a particular religion;

(p) post jobs located in countries subject to economic sanctions of the United States Government; and

(q) except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her: (i) racial or ethnic origin; (ii) political beliefs; (iii) philosophical or religious beliefs; (iv) membership of a trade union; (v) physical or mental health; (vi) sexual life; (vii) the commission of criminal offences or proceedings, or; (viii) age.

We reserve the right to remove any job posting or Content from the Services, which in the reasonable exercise of our discretion does not comply with these Terms, or if any content is posted that we believe is not in the best interest of L4R.

If at any time during your use of the Services, you made a misrepresentation of fact to L4R or otherwise misled L4R about the nature of your business activities, then L4R will have grounds to terminate your use of the Services.

You shall use any resume you receive from a prospective employee via the Hiring Services only as provided in: (i) these Terms; (ii) in any contract you have with L4R, and; (iii) in accordance with all applicable privacy and data protection laws. You shall take appropriate physical, technical, and administrative measures to protect the data you have obtained from the Services from loss, misuse, unauthorized access, disclosure, alteration or destruction.

No resume that you receive via the Services shall be used:

(a) for any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any resume holders;

(b) to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to resume holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed you that they do not want to be contacted); or

(c) to source candidates or to contact job seekers or resume holders in regards to career fairs and business opportunities prohibited by these Terms

### **13. L4R Rights**

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of L4R and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. L4R reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding L4R, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

### **14. Restrictions on Content and Use of the Services**

You are solely responsible for all photographs, video, images, information, data, text, software, music, sound, graphics, messages or other Content that you upload, post, publish, display, email or otherwise use ("**Upload**") via the Services. L4R reserves the right to investigate and take appropriate legal action against anyone who, in L4R's sole discretion, violates this provision, including without limitation, removing the offending Content from the Services, suspending or terminating the Account of such violator(s) without prior notice and without any right of refund, set-off or a hearing, and reporting the violator(s) to law enforcement authorities. The L4R Rules (which are part of these Terms) further detail what is prohibited on the Services.

You agree to not use the Services to:

(1) Upload any Content that:

(i) infringes on the intellectual property or other proprietary rights of any party;

(ii) You do not have a right to Upload under any law or under contractual or fiduciary relationships;

(iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(iv) poses or creates a privacy or security risk to any person;

(v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy and/or denigrating to any person's and/or group's race, ethnicity, gender, religious affiliation and/or sexual orientation;

(vi) restricts or inhibits any other person from using or enjoying the Services, or which may expose L4R or its users to any harm or liability of any type; or

(vii) is objectionable in the sole discretion of L4R;

- (2) interfere with or disrupt the Services, servers or networks connected to the Services;
- (3) disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- (4) violate any applicable local, state, national or international law, or any regulations having the force of law;
- (5) impersonate any person or entity, or misrepresent your affiliation with a person or entity (this includes not using anyone else's username and/or password to access the Services);
- (6) solicit personal information from anyone under the age of 18;
- (7) obtain email addresses or other contact information from other users of the Services for the purposes of sending those users unsolicited communications;
- (8) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized by L4R;
- (9) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- (10) access, obtain or attempt to access or obtain any materials or information from or via the Services not intentionally made available or provided for through the Services;
- (11) create Account(s) under any false or fraudulent pretenses (including by automated means); or
- (12) state or imply that any of your submitted and or posted Content is endorsed by L4R.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of L4R, its users and the public. L4R does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, L4R's computer systems, or the technical delivery systems of L4R's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by L4R (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with L4R; (iv) forge any TCP/IP packet

header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

## **15. Copyright and Trademark Policy**

L4R respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright or trademark infringement, or that your intellectual property rights have been otherwise violated, you should notify L4R of your infringement claim in accordance with the procedure set forth below. L4R will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright or trademark infringement should be emailed to L4R at [L4Rinfo@gmail.com](mailto:L4Rinfo@gmail.com) (Subject line: "Intellectual Property Takedown Request"). You may also contact us by mail at:

### **L4R LLC**

287 S. Robertson Blvd. Unit 183

Beverly Hills, CA 90211

To be effective, the notification must be in writing and contain the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- (4) your address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

In accordance with the DMCA and other applicable law, L4R has adopted a policy of terminating, in appropriate circumstances and at L4R's sole discretion, users who are deemed to be repeat infringers. L4R may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **16. Disclaimers and Limitations of Liability**

Please read this section carefully since it limits the liability of L4R LLC and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "**L4R Entities**"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, THE L4R ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The L4R Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the L4R Entities or through the Services, will create any warranty not expressly made herein.

You agree to release, indemnify and hold the L4R Entities harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another person. THIS RELEASE ENCOMPASSES ANY DISPUTE THAT MAY ARISE IN CONTRACT, TORT OR ANY OTHER AREA OF LAW REGARDING ANY ENCOUNTER OR AGREEMENT THAT YOU MAY HAVE WITH ANY USER WITH WHOM YOU CONDUCT BUSINESS THROUGH THE SERVICES.

If you are a California domiciliary, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a domiciliary of another jurisdiction, you waive any comparable statute or doctrine.

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the L4R Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE L4R ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE L4R ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID L4R, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE L4R ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN ADDITION, YOU HEREBY WAIVE YOUR RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION LITIGATION AGAINST ANY L4R ENTITY.

## **17. General Terms**

The failure of L4R to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the

minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. These Terms shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely therein. You agree that the state and federal courts located in Los Angeles County, California shall have sole and exclusive jurisdiction to adjudicate any dispute that may arise under these Terms. The Parties consent to venue, services of process and personal jurisdiction in the state and federal courts located in Los Angeles County, California for purpose of adjudicating disputes arising under these Terms. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law). These Terms, the L4R Rules and our Privacy Policy are the entire and exclusive agreement between L4R and you regarding the Services (excluding any services for which you have a separate agreement with L4R that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between L4R and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at [www.Love4Restaurants.com/Restaurants/TermOfService](http://www.Love4Restaurants.com/Restaurants/TermOfService). If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 12 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. These Services are operated and provided by L4R LLC, 287 S. Robertson Blvd. Unit 183, Beverly Hills, CA 90211. If you have any questions about these Terms, please [L4Rinfo@gmail.com](mailto:L4Rinfo@gmail.com) for assistance.