

Terms of Use

TERMS OF USE FOR CUSTOMERS:

Version Date: January 5, 2018 TERMS OF USE AGREEMENT:

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("user" or "you") and thumr technologies inc. and its affiliated companies (collectively, "thumr" or "we" or "us" or "our"), concerning your access to and use of the thumr.com website as well as any other media form or media channel related or connected thereto (collectively, the "Website"). The Website allows restaurants ("Restaurants") to market and offer for sale meals for delivery and/or pick up and customers to search for and purchase such meals ("thumr Food Delivery Services"). The thumr Food Delivery Services are hosted in the United States.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT thumr MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE thumr FOOD DELIVERY SERVICES OR THE WEBSITE.

THE SECTION BELOW ENTITLED "DISPUTES" CONTAINS AN AGREEMENT TO RESOLVE DISPUTES IN BINDING ARBITRATION AND TO WAIVE YOUR PARTICIPATION IN CLASS ACTION CLAIMS. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS.

OUR PURPOSE:

We have created the Website to serve as a marketplace. thumr is a merchant of food ordering and delivery services. thumr does control the production of any food produced at the Restaurants. Rather, this marketplace provides buyers the ability to search for and find local Restaurants that make food available for pick up.

The Restaurants are obligated by thumr to comply with federal, state and local laws, rules, regulations, and standards pertaining to food preparation, sale, marketing and safety. It is critical for users to understand, however, that thumr does not in any way independently verify the credentials, representations or products of Restaurants, the ingredients or the quality of any products, or that a Restaurant is in compliance with applicable laws. Buyers must make themselves comfortable through information provided by Restaurants on the Website or as requested by buyers directly from the Restaurants as to the quality and reliability of the Restaurants, as well as to their compliance with applicable laws. thumr does not in any way guaranty the quality of any food or that any food complies with applicable laws. In addition, a Restaurant may represent that food preparation is in accordance with special standards such as "organic," "kosher," "macrobiotic" or allergen-specific standards such as "nut-free," "gluten-free," or "lactose-free." thumr does not, however, independently investigate or verify such representations. thumr shall not be liable or responsible for any food or services offered by Restaurants that is unhealthy, is the cause of injury, that is otherwise unacceptable to buyers or that does not meet the expectation of buyers in any manner, and you agree to indemnify and hold us harmless from any claim you may have that pertains to the quality of the food or the preparation thereof. Buyers are solely responsible for verifying the accuracy of delivery addresses, and thumr shall have no liability or responsibility for any such erroneous addresses.

Please direct all complaints concerning Restaurants to thumr's attention as indicated on the Website. YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your thumr account and password information. You agree to monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account, including use by minors. Should you suspect that any unauthorized party may be using your password or account, you will notify the Company immediately. By using the Website, you represent and warrant that you are of legal age to form a binding contract with thumr.

Persons under the age of 13 are not permitted to register for the Website or use the Website Services. ORDERING AND PAYMENT

All ordering is performed online or through the thumr website or app. Customers are billed directly by thumr for their orders, and "thumr" will be the name that appears on your payment records. thumr shall not, however in any manner be considered the producer of the food. thumr reserves the right to charge additional fees depending on the size of order and distance between the restaurant and the delivery point.

COMMUNICATION:

You agree that we may contact you by phone, e-mail, or text message, according to the terms of our Privacy Policy available on the Website.

TEXT ALERTS:

You may receive text message alerts about each order placed on the Website or app, and by placing orders, you agree to receive such text alerts. Standard data and message rates may apply to these communications. Please contact your mobile phone carrier for details.

EMAILS:

Customers may also receive emails following receipt of a delivered order soliciting feedback related to that order. If you do not wish to receive subsequent emails, you may unsubscribe by clicking the link provided in the email.

REFUND POLICY:

thumr takes customer satisfaction very seriously. In the case of problems with your food order, please contact the thumr **directly**. In appropriate cases, if you have already been billed by thumr, thumr may issue full or partial refunds. For example: if you did not receive your order or received an incorrect order, you may be issued a full refund; if part of your order is missing, we may issue a partial refund. In every event, we will do our best to ensure your satisfaction.

You may cancel your order and receive a full refund if the restaurant has not commenced cooking your food at the time you request the cancellation. Determination of whether the restaurant has commenced cooking the food is at the sole discretion of thumr.

PROMOTIONAL OFFERS AND DISCOUNTS:

Any promotional offer, price, discount, coupon, or similar opportunity offered by us to you or other persons from time to time will be subject to the terms, conditions, and expiration dates presented with that offer.

USER REPRESENTATIONS GENERAL:

By using thumr Food Delivery Services, you represent and warrant that:

All registration information you submit is truthful and accurate; you will maintain the accuracy of such information; you will keep your password confidential and will be responsible for all use of your password and account; you are not a minor in the jurisdiction in which you reside; and your use of the thumr Food Delivery Services does not violate any applicable law or regulation.

PROHIBITED ACTIVITIES:

You agree that you will not access or use the Website for any other purpose other than that for which thumr makes it available. The Website is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by thumr. Prohibited activity includes, but is not limited to criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets; advertising to, or solicitation of, any user to buy or sell any products or services, unless authorized by thumr; systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from thumr Food Delivery Services; making any unauthorized use of the thumr Food Delivery Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email; engaging in unauthorized framing of or linking to the Website; transmitting chain letters or junk email to other users; using any information obtained from the Website in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent; engaging in any automated use of the system, 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; interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website; attempting to impersonate another user or person; using the username of another user; selling or otherwise transferring your profile; using any information obtained from the Website in order to harass, abuse, or harm another person; using the thumr Food Delivery Services as part of any effort to compete with thumr or to provide services as a service bureau; deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website; attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website; harassing, annoying, intimidating or threatening any thumr employees or agents engaged in providing any portion of the thumr Food Delivery Services to you; 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 on behalf of that person, such as posting blogs or bulletins with a commercial purpose; deleting the copyright or other proprietary rights notice from any contribution or thumr Content; and

using the Website in a manner inconsistent with any and all applicable laws and regulations.

INTELLECTUAL PROPERTY RIGHTS:

The content on the Website ("thumr Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to thumr, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. thumr Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All thumr graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of thumr in the U.S. and/or other countries. thumr's trademarks and service marks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of thumr.

Thumr Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from thumr is prohibited. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the thumr Content and to download or print a copy of any portion of the thumr Content to which you have properly gained access solely for your personal, non-commercial use. thumr reserves all rights not expressly granted to you in and to the Website and thumr Content and Marks. If you download or print a copy of the thumr Content for personal use, you must retain 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 thumr Content or enforce limitations on use of the Website or the thumr Content therein.

THIRD PARTY WEBSITES AND CONTENT:

The Website contains (or you may be sent through the Website or the thumr Food Delivery Service) 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"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are 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 us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and thumr takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

SITE MANAGEMENT:

thumr reserves the right, but does not have the obligation, to: monitor the Website for violations of this Agreement; take appropriate legal action against anyone who, in thumr's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities; in thumr's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any thumr policy; in thumr's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to thumr's systems; terminate the accounts of repeat infringers; and otherwise manage the Website in a manner designed to protect the rights and property of thumr and others and to facilitate the proper functioning of the Website.

PRIVACY:

We care about the privacy of our users. Please review the thumr Privacy Policy found on this website. By using the Website or the thumr Food Delivery Services, you are consenting to the terms of the Privacy Policy.

TERM AND TERMINATION:

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user of the Website. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, thumr RESERVES THE RIGHT TO, IN thumr's SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE thumr FOOD DELIVERY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND thumr MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND The thumr Food Delivery SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN thumr's SOLE DISCRETION.

In order to protect the integrity of the Website and thumr Food Delivery Services, thumr reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website thumr Delivery Services.

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

MODIFICATIONS:

To Agreement:

Thumr may modify this Agreement from time to time. Any and all changes to this Agreement will be reflected on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the thumr Food Delivery Services after any such modification posted on the Website becomes effective. thumr may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. Modifications to this Agreement shall be effective 30 days after being posted but shall not apply retroactively. Additionally, modifications made to this Agreement applicable to dispute resolution shall not apply to disputes arising prior to the effective date of the modification.

To Services:

thumr reserves the right at any time to modify or discontinue, temporarily or permanently, the thumr Food Delivery Services (or any part thereof) with or without notice. You agree that thumr shall not be liable to you or to any third party for any modification, suspension or discontinuance of the thumr Food Delivery Services.

DISPUTES:

Between Users:

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that thumr is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release thumr, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the thumr Food Delivery Services, and agree to indemnify and hold harmless thumr from any such claims, demands and damages.

With thumr:

You agree that all disputes between you and us will be resolved by binding arbitration as provided for in this provision entitled "Disputes."

THIS ARBITRATION PROVISION IS MEANT TO HELP RESOLVE DISPUTES BETWEEN YOU AND US. IT DICTATES THAT ALL DISPUTES CONNECTED TO THIS CONTRACT WILL BE RESOLVED BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY.

Binding Arbitration:

You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, including any advertising or marketing communications regarding thumr or the Services, or that in any way relate to your use of the Website, the materials and/or other content on the Website (including data breaches), shall be submitted exclusively to binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Arbitration is a form of private dispute resolution in which people waive their rights to:

File a lawsuit. Proceed in court. Have a trial by jury: Instead, people submit disputes to a neutral third party ("arbitrator") for a binding decision. Unless noted otherwise, entering into this Agreement waives your right to litigate claims (sue) and be heard by a judge or jury. Without this provision, you and we may otherwise have a right or opportunity to:

Bring claims in a court, before a judge or jury; and/or: Participate or be represented in a case filed in court by others (including, but not limited to, class actions). You acknowledge and agree that you and thumr are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class or mass action, or representative proceeding in any action against us. Further, unless both you and Bite

Squad otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or mass action, or representative proceeding

You have the right to opt out of this provision by giving us written notice within 30 days after becoming subject to this Agreement. If we don't receive written notice during that time, you cannot opt out and agree that provisions here apply.

In this provision, "you" and "us" includes the employees, parents, subsidiaries, affiliates, beneficiaries, agents, and assigns of you and us.

This provision applies to each and every claim, dispute, or controversy related in any way to: This Agreement.

This provision (including claims about the applicability, enforceability, or validity of this provision).

Any and all use of the Website or thumr Food Delivery Services by you. Any other aspect of our relationship.

Neither you nor we have the right to litigate any claim in court or the right to a jury trial on any claim, except as consistent with this Agreement. **YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT YOU MAY HAVE TO GO TO COURT, HAVE A JURY TRIAL, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS. IN ADDITION, NEITHER YOU NOR WE MAY SERVE AS A REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. ALSO, NEITHER YOU NOR WE MAY PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS.**

All claims will be resolved individually by binding arbitration on an individual basis. Claims made and remedies sought as part of a class action, private attorney general, or other representative actions are subject to arbitration on an individual (non-class, non-mass, non-representative) basis. The arbitrator cannot conduct class-wide proceedings. **THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS BASIS. YOU CANNOT COMBINE OR JOIN ANY OF YOUR CLAIMS WITH ANY OTHER CLAIMS. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT TO PARTICIPATE AS A**

REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM:

Governing Law:

We agree that this agreement to arbitrate is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended, and shall be brought in Teton County, WY. If the Federal Arbitration Act does not apply, the substantive law of the State of Wyoming will govern this provision and any legal action arising out of or related in any respect to this Website or the thumr Food Delivery Services shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over Teton County, Wyoming; subject, however, to the right of thumr, at thumr's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user.

Location, Procedures, and Authority:

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to thumr technologies inc., 2370 Market St. San Francisco, CA 94114, Attn: Legal Department. The arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Agreement. Disputes involving claims and counterclaims under

\$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at <http://www.jamsadr.com> (under the Rules/Clauses tab) or by calling JAMS at 800-352- 5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules.

The arbitrator will:

Apply relevant substantive law that is consistent with the Federal Arbitration Act. Apply statutes of limitation. Honor claims of privilege recognized at law.

The arbitrator can award the winning party all remedies available at common law, by statute or in equity but we agree the arbitrator cannot award any punitive damages, except to the extent such damages would be available in litigation.

Expenses:

For all claims under \$10,000, we will pay all arbitration expenses, including filing, administrative, hearing, and arbitration fees, to the extent that they are more than you would have to pay to file a lawsuit in court. Throughout the arbitration, each party will pay his or her own attorney fees and expenses (such as expert witness fees). If you win in the arbitration of any claim against us, we'll reimburse you for any fees you paid to the arbitration organization related to the arbitration. However, you agree to promptly reimburse us for all fees and expenses paid on your behalf if the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose.

Binding Effect, Survival, and Severability:

Except as noted above, the arbitrator's decision will be final and binding on all parties subject to this provision- you, us, and heirs, successors, assigns, and related third parties of you and us. This provision will survive termination of your use of the Website or thumr Food Delivery Services. If any part of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, that finding will not cancel any remaining part of this provision, the contract, or any other agreement between you and us. However, class arbitration prohibition is not severable from the rest of this provision. If a court deems class arbitration prohibition invalid and unenforceable, any later class action or representative proceeding will be in a court of law and not subject to binding arbitration.

CORRECTIONS:

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. thumr reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

DISCLAIMERS:

Thumr cannot control the nature of all of the content available on the Website or food products sold via the Website. By operating the Website, thumr does not represent or imply that thumr endorses any sellers, sellers' products, blogs, contributions or other content or products available on or linked to by the Website, including without limitation content hosted on third party websites, or that thumr believes food products, contributions, blogs 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 the Website or in connection with any sellers or contributions. thumr is not responsible for the conduct, whether online or offline, of any user of the Website or thumr Food Delivery Services.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND thumr FOOD DELIVERY SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, thumr, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND thumr FOOD DELIVERY SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. thumr MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS 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 thumr FOOD DELIVERY SERVICES, INCLUDING DELIVERY OR CONSUMPTION OF ANY FOOD, (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 CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. thumr 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 thumr 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.

Thumr RELIES UPON RESTAURANTS TO PROVIDE ACCURATE ALLERGEN AND DIETARY INFORMATION AND GENERAL PRODUCT SAFETY. thumr DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE THROUGH thumr FOOD DELIVERY SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, INCLUDING WITHOUT LIMITATION MENUS, NUTRITIONAL AND ALLERGEN INFORMATION, PHOTOS, FOOD QUALITY OR DESCRIPTIONS, PRICING, HOURS OF OPERATION, OR REVIEWS. ALL CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE RELIANCE ON ANY INFORMATION PROVIDED THROUGH thumr FOOD DELIVERY SERVICES IS SOLELY AT YOUR OWN RISK, INCLUDING WITHOUT LIMITATION NUTRITIONAL AND ALLERGEN INFORMATION.

LIMITATIONS OF LIABILITY:

IN NO EVENT SHALL thumr OR ITS DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND (INCLUDING PERSONAL INJURY ARISING FROM THE CONSUMPTION OF ANY FOOD ORDERED THROUGH THE thumr FOOD DELIVERY SERVICES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR thumr SERVICES, EVEN IF thumr HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, thumr's LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO thumr FOR thumr FOOD DELIVERY SERVICES DURING THE PERIOD OF ONE MONTH PRIOR TO ANY CAUSE OF ACTION ARISING CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNITY:

You agree to defend, indemnify and hold thumr, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, 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 thumr Food Delivery Services, including, without limitation, use in violation of this Agreement, arising from a breach of this Agreement, any breach of your representations and warranties set forth above, or any action you commence against a restaurant (including any actions for personal injury you suffered as a result of the consumption of such restaurant's food). Notwithstanding the foregoing, thumr reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify thumr, and you agree to cooperate, at your expense, with thumr's defense of such claims. thumr 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.

NOTICES:

Except as explicitly stated otherwise, any notices given to thumr shall be given by email to support@thumr.com. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail or discussion forum postings.

U.S. EXPORT CONTROLS:

Software from this Website is further subject to United States export controls. No software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By

downloading or using software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

MISCELLANEOUS:

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

CONTACT US:

In order to resolve a complaint regarding thumr Food Delivery Services or to receive further information regarding use of thumr Food Delivery Services, please contact thumr as set forth below.

thumr Technologies Inc.
2370 Market Street
San Francisco, CA
94114
Email: support@thumr.com

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) INFRINGEMENT NOTICE AND POLICY:

Notifications:

If you believe that content available on or through the Website infringes one or more of your copyrights, please immediately notify our Copyright Agent by mail, email or faxed notice ("Notification") providing the information described below, which Notification is pursuant to DMCA 17 U.S.C. § 512(c)(3). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that content located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney. Company has a policy of terminating repeat infringers in appropriate circumstances. All Notifications should include the following:

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A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material.

Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications should be sent to our Copyright Agent as follows: Copyright Agent

thumr Technologies Inc.
2370 Market Street
San Francisco, CA 94114
email: support@thumr.com

We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below by which the alleged infringer may respond to your claim and request that we restore this material.

Counter Notification:

If you believe your own copyrighted material has been removed from the Website and/or Company Service as a result of mistake or misidentification, you may submit a written counter notification ("Counter Notification") to our Designated Copyright Agent pursuant to DMCA 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.

A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the Company is located.

A statement that you will accept service of process from the party that filed the Notification or the party's agent. Your name, address and telephone number.

A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

Your physical or electronic signature.

You may submit your Counter Notification to our Copyright Agent by fax, mail, or email as set forth above.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after 10 business days but no later than 14 business days from the date we receive your Counter Notification, unless our Copyright Agent first receives notice from the party filing the original Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.