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## GOBRUNCH TERMS OF SERVICE

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**IMPORTANT, READ CAREFULLY: USE OF AND ACCESS TO THE GOBRUNCH PLATFORM WEBSITE, PRODUCTS AND SERVICES, AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") IS CONDITIONED ON COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, INCLUDING FOR THE PURPOSE OF ARBITRATING CLAIMS. PLEASE READ CAREFULLY BEFORE ACCEPTING.**

**BY TYPING YOUR EMAIL AND CLICKING THE "OK" BUTTON, ACCESSING THE GOBRUNCH WEBSITE OR USING THE GOBRUNCH SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL ATTACHMENTS, ORDER FORMS AND INCORPORATED POLICIES.**

**GOBRUNCH** will provide the Services, and you may access and use the Services in accordance with this Agreement. **GOBRUNCH** may provide any of the Services described herein through any of its Affiliates. If you request Services through an online registration page or an order form (an "Order Form"), the Order Form may contain additional terms and conditions regarding the Services you are requesting. Unless otherwise expressly provided in any additional terms and conditions applicable to your use of the particular Service you choose to use, such additional terms are hereby incorporated into this Agreement with respect to your use of such Service.

**System Requirements.** Use of the Services requires one or more compatible devices, Internet access (fees may apply), certain software (fees may apply) and may require obtaining periodic updates. As the use of the Services involves hardware, software and Internet access, your ability to use the Services may be affected by the performance of these factors. It is recommended that your Internet access be of high speed. You acknowledge and agree that such system requirements, which may change from time to time, are your responsibility.

- 1. DEFINITIONS.** The following definitions shall apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service-specific definitions can be found in the Service Description, located at <https://www.blog.gobrunch.com/privacy-policy>. **User:** are all individuals or companies that make their registration on the site **GOBRUNCH**. The user under eighteen years old must use the site under the supervision and responsibility of his father, mother, school or legal guardian. **Personal Data:** the personal data concerns all information provided and/or collected by **GOBRUNCH** concerning an identified or identifiable person. An identifiable individual is someone who can be identified, directly or indirectly, by name, electronic mail, location coordinates, online identifier or by link to one or more factors specific to the physical identity, such as position, school, and physiological, genetic, mental, economic, cultural or social aspects of the person. **Sensitive Personal Data:** personal data on racial or ethnic origin, religious conviction, political opinion, membership of a trade union or religious, philosophical or political organization, data relating to health or sex life, genetic or biometric data, when linked to a natural person; **Anonymized data:** data relating to a data subject who cannot be identified, taking into account the use of technical and reasonable means available at the time of processing; **Database:** is a structured set of personal data, established in one or several locations, on an electronic or physical medium; **Controller:** is the natural or legal person, whether governed by public or private law, who is responsible for decisions regarding the processing of personal data; **Operator or Processor:** is the natural or legal person, governed by public or private law, who carries out the processing of personal data on behalf of the controller; **Data Controller:** a person appointed by the controller and operator to act as a communication channel between the controller, the data subjects and the General Data Protection Regulation (GDPR); **Processing Agents:** are the controller and the operator; **Treatment or Processing:** is any operation or set of operations carried out with personal data, whether or not by automated means, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, deletion, evaluation or control of information, modification, communication, transfer, dissemination or extraction; **Pseudonymization:** is the processing of personal data in such a way that the data can no longer be attributed to a specific data subject without the use of additional information, the process of which can be reversed through the use of an access key; **Anonymization:** is the use of reasonable technical means available at the time of processing, whereby a piece of data loses the possibility of direct or indirect association with an individual; **Blocking:** temporary suspension of any processing operation, by keeping the personal data or the database; **Exclusion:** the elimination of data or a set of data stored in a database, regardless of the procedure used; **International Data Transfer:** is the transfer of personal data to a foreign country or international body of which the country is a member; **Shared Use of Data:** Is the communication, dissemination, international transfer, interconnection of personal data or shared

processing of personal databases by public bodies and entities in compliance with their legal authority, or between these and private entities, reciprocally, with specific authorization, for one or more processing modalities permitted by these public entities, or between private entities; **Personal Data Protection Impact Report:** is the controller's documentation that contains a description of the personal data processing processes that may generate risks to civil liberties and fundamental rights, as well as measures, safeguards and risk mitigation mechanisms; **Security Incident:** is an event that negatively impacts the confidentiality, integrity or availability of information; **Data Breach:** is a security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed; **Research Agency:** is the agency or entity of the direct or indirect public administration or non-profit private legal entity legally constituted, with headquarters and jurisdiction in the country, which includes basic or applied research of a historical, scientific, technological or statistical nature in its institutional mission or social or statutory objective; **National Authority:** the public administration body responsible for ensuring, implementing and monitoring compliance with this Law throughout the country. **Purpose:** the objective, the purpose that **GOBRUNCH** wishes to achieve from each act of treatment of personal information. **Necessity:** the justification by which it is strictly necessary to collect personal data, to achieve the purpose, avoiding excessive collection. **Legal bases:** legal bases that makes legitimate the processing of personal data for a certain previous purpose by **GOBRUNCH**. **Consent:** express and unequivocal authorization given by the User holder of the personal data for **GOBRUNCH** to process his personal data for a purpose previously described, in which the legal basis necessary for the act requires the express authorization of the holder.

2. **SERVICES. GOBRUNCH** will provide the Services as described in the Order Form and standard updates to the Services that are generally made available by **GOBRUNCH** during the term of the agreement. **GOBRUNCH** may, in its sole discretion, discontinue the Services or modify the features of the Services, from time to time, without notice.
  - a. **FREE PLAN. GOBRUNCH** will offer the following services to the User: (i) activation of cameras and microphones; (ii) screen sharing with audio; (iii) moderation controls for microphones and cameras; (iv) various interactive room layouts; (v) interaction expressions; (vi) limit of up to 6 participants.
  - b. **GOURMET PLAN. GOBRUNCH** will offer the following services to the User: (i) all the resources available in the free plan; (ii) recording of sessions; (iii) insertion of logo in rooms templates that have logo slots; (iv) creation of up to 5 additional rooms per space; (v) download of spreadsheet with attendance report of participants; (vi) YouTube platform video player; (vii) landing page and registration (viii) use of an extended set of room templates; (ix) upload of files and materials; (x) up to 200 participants.
  - c. **PRIME CHEF PLAN. GOBRUNCH** will offer the following services to the User: (i) all the features of the gourmet plan; (ii) automatic playback of pre-recorded videos; (iii) assignment of multiple organizers up to a limit of 8; (iv) creation of up to 35 additional rooms per event; (v) (vi) 20GB of storage for videos; (vii) background customization; (viii) digital whiteboard integrations; (ix) priority support; (x) generator of shareable link of recordings; (xi) custom URL suffixes per space level; (xii) broadcast audio and video to all rooms; (xiii) up to 400 participants.
  - d. **ENTERPRISE PLAN. GOBRUNCH** will offer the following services to the User: (i) all prime chef features; (ii) creation of multiple accounts; (iii) customized subdomain; (iv) dedicated support; (v) API for signing up; (vi) up to 600 participants.
3. **USE OF THE SERVICES AND YOUR RESPONSIBILITIES.** You may only use the Services in accordance with the terms of this Agreement. You are solely responsible for the use of the Services by You and Your End Users and must respect and ensure compliance with all laws relating to the use of the Services by You and each End User, including but not limited to laws relating to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.
  - a. **REGISTRATION INFORMATION.** You may be asked to provide information about yourself in order to register and/or use certain services. You agree that any such information must be accurate. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of your username and password and agree not to disclose them to third parties.

- b. **YOUR CONTENT.** You agree that you are solely responsible for the content ("Content") uploaded or transmitted by you or displayed or submitted by you when using the Services and for compliance with all laws regarding the Content, including, but not limited to, laws requiring you to obtain the consent of third parties to use the Content and to provide appropriate third-party rights notices. You represent and warrant that you have the right to upload the content to **GOBRUNCH** and that such use does not violate or infringe the rights of third parties. Under no circumstances and in no way will **GOBRUNCH** be liable for: a) any Content transmitted or displayed while using the services; b) any errors or omissions in such content; or c) any loss or damage of any kind incurred as a result of using, accessing or denying access to content. Although **GOBRUNCH** is not responsible for any content, **GOBRUNCH** may delete any content at any time without notice to you if **GOBRUNCH** becomes aware that such content violates any provision of this agreement or any law. You own the copyright and any other rights you already have in the content you submit, post or display on or through the services.
  - c. **RECORDINGS.** You are responsible for compliance with all recording laws. The organizer may choose to record the sessions. By using the Services, you give **GOBRUNCH** consent to store recordings of any and all nature that you enter into, if such recordings are stored on our systems.
  - d. **PROHIBITED USE.** You agree that you will not use and will not allow any User to use the Services to: **(i)** modify, disassemble, decompile, prepare derivative works, reverse engineer or attempt to gain access to the source code of the Services; **(ii)** knowingly or recklessly use the Services in a manner that abuses, interferes with or causes interruptions to **GOBRUNCH's** networks, your accounts or the Services; **(iii)** participate in illegal, fraudulent, false or misleading activities; **(iv)** transmit, through the Services, any material that may infringe the intellectual property or other rights of third parties; **(v)** create or reference a competing product or service, or copy any feature, function or graphic of the Services; **(vi)** use the Services to communicate any message or material that is harassing, defamatory, threatening, obscene or indecent, that infringes any Party's intellectual property rights, or that is unlawful, could give rise to civil liability, or constitutes or encourages conduct that could constitute a criminal offense under any applicable laws or regulations; **(vii)** upload or transmit any software, content or code that impairs, disables, destroys or adversely affects the performance of the services in any way or that impairs or extracts information or data from other hardware, software or networks of **GOBRUNCH** or other users of the services; **(viii)** engage in any activity or use the services in any way that could damage, disable, overburden, impair, interfere with or disrupt the services, or any servers or networks connected to the services or **GOBRUNCH's** security systems. **(ix)** use the services in violation of any **GOBRUNCH** policy or in any manner that violates applicable laws, including but not limited to anti-spam, export control, privacy and anti-terrorism laws and regulations, and laws requiring people's consent for audio and video recordings, and you agree that you are solely responsible for compliance with all such laws and regulations.
  - e. **LIMITATIONS ON USE.** You will not reproduce, resell or distribute the services or any reports or data generated by the services for any purpose, unless you have been specifically authorized to do so under a separate agreement from **GOBRUNCH**. You will not offer or permit any third party to use the services purchased by you, display on any website or publish the services or any content obtained from a service (other than content created by you) or otherwise generate revenue from the services or use the services for the development, production or marketing of a service or product substantially similar to the services.
4. **RESPONSIBILITIES FOR END USERS.** You are responsible for the activities of all Users who access or use the services through your account and agree to ensure that Users comply with the terms of this Agreement and any **GOBRUNCH** policies. **GOBRUNCH** assumes no responsibility for any violations. If you become aware of any violation of this Agreement in connection with anyone's use of the Services, please contact **GOBRUNCH** at the following e-mail address: support@gobrunch.com. **GOBRUNCH** may investigate any complaints and violations that come to its attention and may take any action it deems appropriate, including, but not limited to, issuing warnings, removing content or terminating user accounts and/or profiles. Under no circumstances and in no way will **GOBRUNCH** be liable for any data or content displayed while using the services, including, but not limited to, any errors or omissions in such data or content, or any loss or damage of any kind incurred as a result of using, accessing or denying access to any data or content.

5. **GOBRUNCH'S OBLIGATIONS WITH RESPECT TO CONTENT.** GOBRUNCH will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content in accordance with industry standards. GOBRUNCH will notify you if it becomes aware of unauthorized access to content. GOBRUNCH will not access, display or process the content except: (a) as set forth in this Agreement and the GOBRUNCH Privacy Statement; (b) as authorized or instructed by you; (c) as necessary to perform its obligations under this Agreement; or (d) as required by law. GOBRUNCH has no other obligations with respect to the Content.
6. **ELIGIBILITY.** You represent that you are at least 16 years of age and able and competent to be included in the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with the provisions of this Agreement. Your access may be terminated without notice if we believe that you are under the age of 16 or otherwise ineligible.
7. **INTENDED USE; RESTRICTIONS ON USE BY CHILDREN.** The Services are intended for commercial use. You may choose to use the services for other purposes, subject to the terms and limitations of this agreement. GOBRUNCH is not intended for use by children under the age of 16, unless use is made through a School Subscriber using GOBRUNCH for Education (Elementary and Secondary Education).
8. **CHARGES AND CANCELLATION.** You agree that GOBRUNCH may charge your credit card or other payment mechanism selected by you and approved by GOBRUNCH ("Your Account") for all amounts due and payable for the Services. All payments made to us by you under this agreement shall be made free and clear of any deduction or withholding as may be required by law. In the event that any deduction or withholding (including but not limited to withholding of domestic or international taxes) is required in respect of any payment, you will pay such additional amounts as may be required so that the net amount received by us equals the amount due and payable as set forth in this Agreement. We will provide you with such tax forms, if requested, in order to reduce or eliminate the amount of any withholding or reduction of taxes in respect of payments made pursuant to this Agreement. GOBRUNCH may change prices at any time, including making changes from a free service to a paid service and charging for services that were previously offered free of charge; provided, however, that GOBRUNCH will provide You with prior notice and an opportunity to terminate Your account if GOBRUNCH changes the price of a Service to which You are subscribed, and will not charge for a previously free Service unless You have been notified of the applicable fees and have agreed to pay such fees. You agree that in the event GOBRUNCH is unable to collect fees owed to GOBRUNCH for the Services through Your Account, GOBRUNCH may take any other action it deems necessary to collect such fees from you and that you will be responsible for all costs and expenses incurred by GOBRUNCH in connection with such collection activity, including collection fees, court costs and attorneys' fees. You also agree that GOBRUNCH may charge interest of at least 1.5% per month or the highest amount permitted by law on any unpaid amounts when due. You may cancel your subscription at any time. If you cancel, you will not be charged for additional Terms of Service, and the service will continue until the Subscription Term ends. If you cancel, you will not receive a refund for services previously paid for.
9. **TAXES.** Unless otherwise stated, all prices and fees displayed by GOBRUNCH do not include taxes, regulatory taxes, service, setup fees, subscription fees or any other fee or charge associated with Your Account. Where applicable, taxes and regulatory fees will be charged on invoices issued by GOBRUNCH in accordance with local laws and regulations. At its sole discretion, GOBRUNCH will calculate the amount of taxes due. Taxes and regulatory fees charged may be changed without prior notice.
10. **TERMINATION.** The GOBRUNCH website contains information on how to terminate Your account. If You have purchased a Service for a specific period, such termination will be effective on the last day of the current period. The Order Form may stipulate that a Renewal Term will commence automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, GOBRUNCH may terminate this Agreement immediately without notice and retain any fees previously paid by You.
11. **OWNER'S RIGHTS. GOBRUNCH.** and/or its suppliers, as applicable, own all proprietary rights in the Services and all trade names, trademarks, service marks, logos and domain names ("GOBRUNCH Marks") associated with or displayed in connection with the Services. You may not

frame or utilize framing techniques to enclose any **GOBRUNCH** Marks, or other proprietary information (including images, text, page layout or form) of **GOBRUNCH** without express written consent. You may not use any meta-tags or any other "hidden text" utilizing **GOBRUNCH** Marks without **GOBRUNCH's** express written consent.

- 12. CONFIDENTIALITY.** Each party agrees to consider and preserve as confidential all non-public information provided by the other party relating to the other party's business, systems, pricing (including without limitation the pricing terms set forth herein), methods, processes, financial data, programs and/or products, in whatever form, that is designated as "confidential" or that a reasonable person knows or should reasonably understand to be confidential (hereinafter "Confidential Information"). For purposes of the Agreement, Your Confidential Information shall include Your Data and any information disclosed to **GOBRUNCH** by you relating to its business, systems, operations, strategic plans, customers, pricing, methods, processes, financial data, programs and/or products. Each party agrees to limit the disclosure of the other party's Confidential Information to as few persons as possible and only to those persons who have a need to know and who are persons of the Company or its Affiliates and subject to an obligation to maintain such information as confidential. Except as necessary to fulfill their respective obligations under the agreement, neither party shall, without first obtaining the prior written consent of the other party, disclose to any person, firm or company, except as permitted herein or to use for its own benefit or for the benefit of a third party, any confidential information of the other party.

  - a. Exclusions.** "Confidential Information" shall not include Content or information that **(a)** a party already has a legitimate right to know at the time it is obtained from the other party, free of any obligation to maintain such information as confidential; **(b)** is or becomes publicly known or publicly available through no wrongful act of a party; **(c)** is rightfully received from an unrestricted third party in violation of this TOS; or **(d)** is developed by a party without the use of proprietary or non-proprietary information provided by the other party pursuant to the Agreement.
  - b. Exception.** Either party may disclose Confidential Information when required to do so by law, regulation or court order, provided that the party subject to such law, regulation or court order, where permitted, notifies the other party of any such use or requirement prior to disclosure to give the other party the opportunity to seek injunctive relief to prevent or limit disclosure of the information to third parties.
  - c. Confidentiality period and obligations.** The confidentiality obligations set forth in this section of the TOS shall continue in effect for five (5) years from the disclosure of the information. Both parties agree (a) to take reasonable actions to protect the other party's Confidential Information and such actions shall be at least as protective as those taken by the receiving party to protect its own Confidential Information and in no event less than a reasonable level of care; (b) to notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and (c) in the event of any unauthorized disclosure by the receiving party, to cooperate with the disclosing party in order to regain control of the Confidential Information and prevent further uses or disclosures thereof.
- 13. COPYRIGHT.** You may not publish, modify, distribute or reproduce in any way material protected by copyright, trademark, right of publicity or other proprietary right without obtaining the prior written consent of the owner of such proprietary right. **GOBRUNCH** may deny access to the Services to any User who is alleged to have infringed another person's copyright. Without limiting the foregoing, if you believe that your copyright has been infringed, please notify **GOBRUNCH** as specified herein.
- 14. EXPORT RESTRICTIONS.** You acknowledge that the Services, or portions thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States, and other applicable export control and trade sanctions laws ("Export Control and Sanctions Laws"). **GOBRUNCH** will provide the applicable U.S. export classification(s) for its Services upon request. You and your Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related information or technical material, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: **(i)** you and your Users **(ii)** are not a citizen of or located in a country or territory subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria and the Crimea, Donetsk and Luhansk regions of Ukraine) and that you and your End Users will not access or use the Services or export, re-export, divert or transfer the Services to such countries or territories; **(iii)**

are not persons or companies that are at least 50% owned, individually or jointly, by individuals identified on the U.S. Treasury Department's Specially Designated Nationals, Blocked Persons, or Foreign Sanctions Evaders Lists; and **(iv)** are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List or Unverified List, or on U.S. Department of State proliferation-related lists; **(v)** you and your Users located in China, Russia or Venezuela are not Military Users and will not use the **GOBRUNCH** Services for military purposes as defined in Section 15 C. F.R. 744.21; **(vi)** no Content created or submitted by you or your Users is subject to any restriction on disclosure, transfer, download, export or re-export under Export Control and Sanctions Laws; and **(vii)** you and your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. anti-boycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. You are solely responsible for complying with the Export Control and Sanctions Laws and for monitoring them for any modifications.

- 15. NO HIGH-RISK USES.** The Services have not been designed or licensed for use in hazardous environments requiring security controls, including but not limited to the operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.
- 16. INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicense, copying or disclosure of technical information or materials related to the Services, may cause irreparable harm to **GOBRUNCH**, its affiliates, suppliers and any other party authorized by **GOBRUNCH** to resell, distribute or promote the Services ("Resellers") and, in such circumstances, **GOBRUNCH**, its affiliates, its suppliers and its Resellers shall be entitled to equitable relief, without posting bond or other security, including, without limitation, preliminary and permanent injunctive relief.
- 17. NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS", AND **GOBRUNCH**, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. **GOBRUNCH**, ITS AFFILIATES, ITS SUPPLIERS AND ITS RESELLERS MAKE NO WARRANTY OR REPRESENTATION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, OR THAT THE SERVICES WILL MEET ANY USER REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT MAY ARISE FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING FROM THE USE OR PERFORMANCE OF THE SERVICES RESTS WITH YOU. **GOBRUNCH** ASSUMES NO RESPONSIBILITY FOR THE RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. **GOBRUNCH** CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. USE IS AT YOUR OWN RISK.
- 18. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless **GOBRUNCH**, its affiliates, officers, directors, employees, consultants, agents, suppliers and resellers from any and all third party claims, liability, damages and/or costs (including, without limitation, attorneys' fees) arising out of Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.
- 19. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL **GOBRUNCH** OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS OR DAMAGES) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR THE PROVISION THEREOF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING FROM LITIGATION (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF **GOBRUNCH**, ITS AFFILIATES, ITS SUPPLIERS OR ITS RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN ANY EVENT, THE MAXIMUM CUMULATIVE LIABILITY OF **GOBRUNCH**, ITS SUPPLIERS AND ITS RESELLERS, AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

**20. ARBITRATION AGREEMENT; CLASS ACTION WAIVER.** If you are located in the United States, you agree to resolve disputes only on an individual basis through arbitration. The Parties expressly waive any right to bring any legal action or proceeding as a class or collective action, general action by private counsel, or any other proceeding in which any Party acts or proposes to act in a representative capacity.

**21. PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to **GOBRUNCH's** Privacy Statement, a link to which can be found by selecting "Help Center" from the **GOBRUNCH** website menu. The Privacy Statement and all policies at <https://www.blog.gobrunch.com/privacy-policy> are incorporated into this Agreement by this reference. In addition, you understand and agree that **GOBRUNCH** may contact you by email or otherwise with information relevant to your use of the Services, regardless of whether you have opted not to receive such marketing communications or notices.

## **22. GENERAL PROVISIONS**

- a. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, as applied to agreements entered into and to be performed in California by California residents. Except as provided in Exhibit A, the Parties consent to the exclusive jurisdiction and venue of the state courts sitting in and serving Santa Clara County, California, and the federal courts in the Northern District of California.
- b. Waiver and Independence of Clauses.** The inability of either Party to exercise any of its rights under, or to enforce any provision of, this Agreement shall not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be modified to achieve, to the extent possible, the same economic effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements between the Parties with respect to such subject matter, except that if you or your company have entered into a separate written agreement or you have signed an Order Form that references a separate agreement governing the use of the Services, then that agreement shall govern to the extent that any provision of this Agreement conflicts with the terms of that agreement. **GOBRUNCH** may elect to amend or supplement the terms of this Agreement from time to time in its sole discretion. **GOBRUNCH** will use commercially reasonable efforts to provide you with notice of any material changes to this Agreement. Within ten (10) business days of the posting of changes to this Agreement - or ten (10) business days from the date of the notice, if any - such changes shall be binding on you. If you do not agree with the changes, you must suspend your use of the Services. If you continue to use the Services after this period of 10 (ten) working days, the changes to the terms of this agreement will be deemed to have been accepted. In order to access certain services, you may be notified that you need to download the software and/or agree to additional terms and conditions.