TERMS

Welcome, and thank you for your interest in Lunchbox! We appreciate you reviewing and following these guidelines so that we can continue to redefine the digital restaurant experience. These terms of service ("Terms") are between you and Lunchbox Technologies, Inc. ("Lunchbox," "we," "our," or "us"), and establish the terms that apply to you when you access and use the Service (as defined below).

BY USING THE SERVICE OR BY CLICKING "I AGREE" YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS.

We are constantly improving the Service, so these Terms may need to change as we do. We can change these Terms at any time, and if we do, we will make reasonable efforts to provide you with prior notice of any material changes. Your continued use of the Service after any change to these Terms means that you accept the new version. You should consult these Terms each time you access the Service to view any changes. These Terms were last modified on the date indicated above.

AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN A DISPUTE. YOU CAN OPT OUT OF THIS AGREEMENT TO ARBITRATE BY CONTACTING help@lunchbox.io WITHIN 30 DAYS AFTER FIRST ACCEPTING THESE TERMS AND STATING YOUR FIRST AND LAST NAME AND THAT YOU DECLINE THIS AGREEMENT TO ARBITRATE.

Please review our Privacy Policy (located at HTTPS://LUNCHBOX.IO/PRIVACY) which explains how we collect, use, and share information about you when you access or use the Service. By accepting these Terms, you agree to the Privacy Policy.

01. USE OF THE SERVICE

A. Service Overview. The "Service" includes Lunchbox's website (located at HTTPS://LUNCHBOX.IO/) (the "Site"), mobile applications and related websites and services (collectively, the "Apps"), the digital ordering features ("Digital Ordering") on the Site and Apps, or any other ways Lunchbox allows you to engage with us directly or through a restaurant that uses Lunchbox, and all intellectual property rights arising out of or related to the foregoing. Any person who uses the Service to order from a participating restaurant is a "Diner."

B. License. Subject to your compliance with these Terms, Lunchbox hereby grants you a non-exclusive, revocable, non-transferable license to access the Site and to download a copy of, access, and use the Apps; in each case, solely for your personal use, and not for resale.

02. LUNCHBOX'S ROLE

Lunchbox is a technology platform that enables Diners to place orders with participating restaurants (each, a "Restaurant"). We only facilitate the ordering experience, and do not provide the Restaurant's food or services ourselves.

A. Restaurant's Role. Each Restaurant is solely responsible for all aspects of its own day-to-day operations, including the provision of food and beverages (by any method, including through delivery), service, environment, and overall quality and accuracy. Each Restaurant is solely responsible and liable for all marketing, selling, pricing, packaging, and provision of any goods or services offered to Diners through the Services in compliance with all applicable laws, regulations, and rules or industry standards. Lunchbox makes no representation or warranty regarding whether a Restaurant holds any applicable permit, license, registration, or other credential for its business; whether representations by a Restaurant are true and accurate; or whether a Restaurant complies with applicable law, and Lunchbox is not responsible for the quality of the goods or services provided by Restaurants. Restaurants each set their own cancellation and refund policies. Once a purchase has been made through Digital Ordering, you will need to contact the Restaurant directly to inquire if you can make a change to or cancel the purchase or whether you may receive a refund. For questions or customer service regarding a purchase or the goods or services provided by a Restaurant, please contact the Restaurant directly.

B. Alcohol. Certain Restaurants may hold alcoholic beverage licenses and sell alcoholic beverage products. The Restaurant holding the alcoholic beverage license must approve your purchase before the purchase will be finalized, and only upon acceptance of the order by the Restaurant will your payment method be charged. In certain states you may be obligated to also purchase food with any alcoholic beverage. By making a purchase through the Service for alcoholic beverage products, you represent and warrant that (i) you are 21 years of age or older, and (ii) you are not procuring alcoholic beverage products for a person under 21 years of age.

C. Restaurant-Offered Programs. Promotional and loyalty programs made available through the Service are offered by the Restaurant (and not by Lunchbox) and the offering parties are responsible for setting applicable rules, including the expiration of any Diner credit ("Diner Credit"), and compliance with such rules. Any complaints concerning any Restaurant's failure to award Diner credit according to any program should be taken up directly with the Restaurant. While Lunchbox may, in its discretion, attempt to resolve any complaints concerning a Diner's issue with redeeming Diner Credit, Lunchbox has no responsibility or obligation to do so.

D. Restaurant-Offered Gift Card. Lunchbox enables Diners to purchase and use digital Restaurant gift cards ("Gift Cards"), online or through certain Apps, and plastic Restaurant gift cards for in-person purchases. Gift Cards may only be used to purchase goods and services from the specific Restaurant identified on the digital or plastic gift card. Each Restaurant may limit the participating locations, either physical or online, where their respective Gift Card may be used. Gift Cards are not issued by, or financial obligations of Lunchbox.

03. ACCOUNTS; REGISTRATION; RESTRICTION

A. Account. To access certain functionality of the Service, you may be required to create an account ("Lunchbox Account"). When you create a Lunchbox Account, we will ask you for certain personal information such as your name, mobile number, and email address, which will be stored with Lunchbox to facilitate your transactions. You may also choose at any time to store payment method information, which can be used to pay for future purchases. You can make changes to your Lunchbox Account information by logging in on any Digital Ordering page. Further information on the personal information we collect, and how we use and protect personal information can be found in our Privacy Policy (located at HTTPS://LUNCHBOX.IO/PRIVACY). You agree to provide true, accurate current and complete information for your Lunchbox Account registration, and you agree not to misrepresent your identity or your payment method information. It is your responsibility to keep the information you provide us up-to-date and accurate.

B. Accuracy of Information. You acknowledge that if you provide any information to us that is not current, complete, or accurate, Lunchbox may terminate these Terms and your continued access and use of the Service. You agree to update your information if it is no longer current, complete, and accurate.

C. Closing your Account. You may close your Lunchbox Account at any time and without cost, but you will remain liable for any outstanding purchases as well as any fees or other charges incurred in connection with your Lunchbox Account. Lunchbox will not issue refunds for amounts previously incurred through our Service once you close your Lunchbox Account. You can close your Lunchbox Account by emailing HELP@LUNCHBOX.IO or via in-App support.

D. Eligibility. You represent and warrant that: (1) you are at least 18 years of age; (2) you have not been previously suspended or removed from the Service; and (3) your registration and your use of the Service is in compliance with all applicable laws. Lunchbox provides the Service from the United States, and the Service is designed for Diners who are residents of the United States.

E. Credentials. As part of the registration process, you will be asked to create a password, or other login credentials. You are responsible for maintaining the security and confidentiality of your login credentials. You agree to notify Lunchbox immediately of any unauthorized use of your Lunchbox Account or any other breach of security. To notify us, contact us at HELP@LUNCHBOX.IO. You are responsible for all use of the Service occurring under your Lunchbox Account and all content posted with your account on the Service. You may not share your login credentials with any third party. Lunchbox will not be liable for any loss that you incur as a result of someone else using your login credentials or Lunchbox Account.

F. Your Responsibilities. You may use the Service solely for lawful purposes, and you may not (and you may not allow or assist any third party to):

- use the Service to transfer money or process a payment transaction that is unrelated to a purchase of goods or services from a Restaurant
- violate any applicable federal, state, or local laws or regulations
- use the Service in violation of Lunchbox's or any third party's intellectual property or other rights
- restrict, discourage, or inhibit any other Diner from using the Service;
- use, copy, modify, create derivative works, install, transfer, or distribute the Service, except as specifically described in these Terms and any usage limitations communicated to you;
- rent, lease, or otherwise permit third parties to use the Service, or reformat, mirror, or frame any portion of the Service;
- circumvent or disable any security features of the Service, or probe, scan, or test the vulnerability of the System;
- gain unauthorized access to the Service, to other Diners' Lunchbox Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
- use the Service to distribute any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Service;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Service (except to the extent this restriction is prohibited by applicable law);
- disclose personal information about a third party or another Diner on the Service or obtained from the Service without the consent of such third party or Diner, or solicit, harvest, or collect information about other Diners without their consent;
- express or imply that any statements you make are endorsed by Lunchbox, without our prior written consent in each instance; or
- use or access the Service to build a competing service.

We may take any legal action and implement any technical remedies to prevent the violation of these restrictions and to enforce these Terms.

04. PAYMENT

A. Payment Methods. Lunchbox enables you to make card-based purchases from Lunchbox of goods and services provided by Restaurants by linking to your Lunchbox Account a debit or credit card issued in the United States, or Gift Card (as defined above). By linking a payment instrument to your Lunchbox Account, you represent to Lunchbox that you are an authorized user of the payment instrument. You may change the payment instrument associated with your Lunchbox Account at any time. You are responsible for ensuring that the payment instrument associated with your Lunchbox Account is at all times current, non-expired, and valid for payments. By associating a payment instrument with your Lunchbox Account, you consent to Lunchbox's temporarily authorizing a charge on that payment instrument, typically for $1.00 or less, as part of our verification process. You will not be required to pay this charge, and it will disappear from your payment instrument statement within a few days.

B. Fees. As of the date of these Terms, Lunchbox does not charge you a fee to make purchases from Restaurants using the Service. We reserve the right to charge fees in the future, and any fees applicable to a purchase or payment transaction you make will be clearly disclosed to you prior to the completion of your purchase. Restaurants may charge you fees as well as taxes in addition to the price of the goods or services you purchase. You may also be permitted to provide a gratuity. By making a purchase through the Service, you agree to pay all such charges, including gratuities, fees, and taxes. All amounts to be charged to your payment method associated with your purchase will be displayed to you before you complete your Purchase.

C. Promotions. When you use any of the Apps, Digital Ordering, or other Lunchbox Services, you may be eligible for "Promotions" at checkout to receive discounts on purchases, subject to any terms and conditions displayed on the Site, the Apps, or related print, social media, or digital marketing materials. Promotions may not be redeemed for cash and are non-refundable and non-transferrable. Lunchbox reserves the right to modify, suspend, terminate, or alter the terms of any promotion at any time. Promo Codes may not be reused in the event of a cancellation and/or refund.

D. Payment Processing. Payment processing services for Lunchbox may be provided by our third-party payment processors, which may include Stripe Inc. ("Stripe"). Stripe uses your credit card to make payments. The processing of credit card charges or credits, as applicable, relating to your use of the Service will be subject to the STRIPE CONNECTED ACCOUNT AGREEMENT, which includes the STRIPE TERMS OF SERVICE (collectively, the "Stripe Services Agreement"). You hereby agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time as set forth therein. As a condition of Lunchbox enabling payment processing services through Stripe, you agree to provide Lunchbox with current, accurate, and complete information about you and your payment methods (billing address, credit card number, expiration date, etc.) and you authorize Lunchbox to share it and transaction information related to your use of the payment processing services provided by Lunchbox.

E. Failed Transactions. In the event that Lunchbox is unable to successfully charge any linked payment instrument, Lunchbox will notify you via email and/or in-App notification, and you will be unable to initiate further orders or transactions with your Lunchbox Account. Upon Lunchbox's notification to you of such failure, you agree to link a new, valid payment instrument within three business days. Your Lunchbox Account will be disabled until a valid payment instrument is provided and the outstanding uncharged balance is resolved by Lunchbox. Lunchbox is not responsible for any charges imposed by the issuer of your payment instrument as a result of any failed charge by Lunchbox. To the extent that Lunchbox is unable to successfully charge any payment instrument linked to your Lunchbox Account as payment for authorized transactions for more than 30 days, you understand and agree that Lunchbox may employ a collection agency or other business in an effort to collect any outstanding debts and fees associated with your Lunchbox Account, and you will not contest the use of a third party to collect the debt and fees owed to Lunchbox. You agree that you will be responsible for any legal, court, arbitration or collection agency fees associated with rectifying your Lunchbox Account and all monies owed thereunder. You agree that Lunchbox, or any agency or business employed by Lunchbox, has the right to contact you and your heirs via telephone, email or in-person using the information you provided upon registration or during any contact with Lunchbox, in an effort to collect any monies and fees owed under your Lunchbox Account, whether specifically referenced in these Terms or not, and such contact may be made in a manual or automated fashion.

05. CONTENT SUBMITTED TO THE SERVICE

A. Member Content. Certain features of the Service may permit Members to upload and publish content to the Service, such as messages to other users, product descriptions, schedules, reviews, ratings, images, video, data, text, and other types of works ("Member Content"). You own any Member Content you provide. Except as expressly described in these Terms, no ownership rights in the Member Content are transferred to Lunchbox by these Terms.

B. License to Lunchbox. By sending us Member Content or by posting or publishing it to the Service, you grant Lunchbox and its designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publish, publicly display, and use such Member Content in any media now known or hereafter developed, to provide the Service to you and other

Members and to enhance and develop the Service, including by marketing and advertising the Service, without compensation to you.

C. Responsibility for Member Content. You are solely responsible for your Member Content and the consequences of posting it on the Service. None of the Member Content will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any Member Content. Lunchbox may (but is not obligated to) remove or alter any Member Content at any time for any reason. We neither endorse nor are responsible for any Member Content. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. The opinions expressed on the Service by Members reflect solely the opinions of the Members and do not reflect the opinions of Lunchbox. If you believe Member Content violates these Terms or any policies we provide, please contact Lunchbox immediately at help@lunchbox.io so that we can consider its editing or removal. You understand that when using the Service you will be exposed to Member Content from a variety of sources and acknowledge that Member Content may be inaccurate, offensive, indecent, or objectionable. You hereby waive any legal or equitable right or remedy you may have against Lunchbox with respect to Member Content.

D. Messages. The Service may allow Lunchbox users to exchange messages ("Messages") with each other. Sending Messages is a privilege, not a right, and Lunchbox may terminate such privileges of any Member at any time and for any reason. If a Member sends you an objectionable Message, please contact Lunchbox immediately at help@lunchbox.io. You are solely responsible for the content of any Message you send. You agree that Lunchbox may monitor Messages for compliance with these Terms, and Messages should not be considered confidential or proprietary.

06. OPTIONAL THIRD-PARTY SERVICES AND CONTENT

A. Third-Party Services. Lunchbox and third parties may make available integrations between the Service and third-party products or services, including plugins and related services ("Third-Party Services") that you may elect to use. Any use by you of such Third-Party Services is solely between you and the applicable Third-Party Service provider. Because the Third-Party Services rely on the Third-Party Service provider's continued operation, Lunchbox does not warrant or provide support for Third-Party Services. Lunchbox is not responsible for any violations of applicable law by Third-Party Service providers, or for any liability arising from your use of Third-Party Services. Lunchbox does not guarantee the continued availability of any Third-Party Services (or any integration with Third-Party Services or related Service features), and if such Third-Party Services or related features are discontinued, you will not be entitled to any refund, credit, or other compensation.

B. Third-Party Content. Through your use of the Service you may be presented with material provided by third parties, not owned or controlled by us, from our partners, including but not limited to links to websites or other materials, software, text, graphics, videos, images, or advertising content ("Third-Party Content"). All Third-Party Content is protected by applicable intellectual property laws. Each third-party owner retains all rights in such Third-Party Content. Any use of such marks, or any others displayed in the Service, inures solely to the benefit of their respective owners. Unauthorized use of Third-Party Content may result in violation of copyright, trademark, and other laws. You have no rights in or to Third-Party Content, and you will not use, copy or display Third-Party Content except as permitted under these Terms. If you violate any part of these Terms, your right to access and/or use the Third-Party Content and Service will automatically terminate.

07. OWNERSHIP

A. Lunchbox IP. The Service, including any content, modifications, and updates, and all intellectual property rights therein (collectively, "Lunchbox IP"), is owned by Lunchbox and its licensors. No ownership rights in the Lunchbox IP are transferred to you by these Terms. You do not have any rights in or to the Lunchbox IP except for the limited express rights granted in these Terms.

B. Trademarks. You acknowledge that Lunchbox has acquired, and is the owner of, common law or registered trademark rights in the name and word mark "Lunchbox," "Lunchbox Technologies," the Lunchbox logo, and in the other marks and design marks displayed on the Service. You acknowledge that these names and marks are famous and internationally known. You will not challenge the validity of, or Lunchbox's ownership of, the foregoing names or marks, and you waive any rights you may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by you will inure exclusively to Lunchbox's benefit.

C. Feedback. If you give Lunchbox feedback, comments, or suggestions concerning the Service (collectively, "Feedback"), you hereby assign to Lunchbox all right, title, and interest in and to the Feedback, and Lunchbox is free to use the Feedback without payment, attribution, or restriction.

08. CONFIDENTIALITY

In the course of providing the Service, Lunchbox may disclose or make available to you information about its business. You acknowledge that all knowledge, information, and data provided by Lunchbox to you with respect to the business, operations, and marketing of Lunchbox's products and services that is not generally known or publicly available, whether or not designated as "confidential," is Lunchbox's confidential information and you will not use or disclose such confidential information to any third party without Lunchbox's prior written consent.

09. USAGE DATA

Lunchbox may collect and analyze data relating to your use of the Service that is aggregated or de-identified in such a way that it is not associated with you ("Usage Data") and other information relating to the provision, use, and performance of various aspects of the Service and related systems and technologies (including information provided by third-party analytical tools). Lunchbox may analyze, process, collect, and use Usage Data for any purpose, including for improving the Service and developing new products, services, features, and functionality

10. CONSENT TO ELECTRONIC COMMUNICATIONS

A. Administrative Communications. By using the Service, you agree that we may communicate with you electronically regarding registration, payment authorizations, transaction receipts, confirmations of customer service matters, and various security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you, if we have your email address. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at help@lunchbox.io.

B. Consent. You consent to receiving our email newsletter and other marketing-related emails from us and from Restaurants you engage with using the Service. If you wish to remove yourself from our email list or a Restaurant's email list for such marketing-related emails, please use the unsubscribe link in any email you received.

C. SMS Marketing. By creating a Lunchbox Account, you agree that Lunchbox or Restaurants you engage with may send you transactional, operational, and promotional text (SMS) messages in connection with your use of the Service. You may opt-out of receiving text (SMS) messages through the Service at any time by responding "STOP" or emailing help@lunchbox.io. Opting out of receiving text (SMS) messages may impact and limit your use of the Service. Please be aware that your cellular carrier may charge fees in connection with your use of the Service. You are responsible for any mobile charges that you may incur in connection with using the Service, including data charges. If you are not sure what those charges may be, you should ask your carrier before using the Service. Lunchbox is not responsible or liable for any fees, costs, or overage charges associated with any data charges or data plan.

11. TERM AND TERMINATION

A. Term. The term of these Terms will commence on the date on which you first access or use the Service and will continue as long as you continue until terminated.

B. Termination. If you breach (or if Lunchbox suspects you have breached) these Terms, Lunchbox may, in its sole discretion, terminate these Terms and your Lunchbox Account and/or limit, suspend, or terminate your access to the Apps or Service, with or without notice. You may terminate these Terms by contacting us at help@lunchbox.io.

C. Effect of Termination. Upon termination, you will lose access to the Service, and we may delete any information stored regarding you or your transactions through the Service. Termination of your use of any of the Service does not relieve you of the obligation to pay for any purchases made as well as related fees and charges already incurred. In the event of termination of your use of the Service by you or us, we will not provide any refunds for amounts previously paid through the Service. The following Sections of these Terms will survive termination of these Terms: 3.D, 3.F, 4, 5, 7-9, and 11-22. Either party's termination of these Terms is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of liability for breaches occurring prior to the effective date of termination. Neither party will be liable to the other for damages arising solely as a result of terminating these Terms.

D. Deactivation. Lunchbox may, without notice to you: (1) restrict, deactivate, or terminate your access to the Service (or any portion); or (2) terminate or modify the Service (or any portion). Lunchbox will not be liable to you or any third party for any termination of or modification to the Service regardless of the reason for such termination or modification. If you are dissatisfied with any termination or modification of the Service, your only remedy is to stop using the Service.

12. TERM AND TERMINATION

A. LUNCHBOX MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE OR THIRD-PARTY SERVICES, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LUNCHBOX DOES NOT WARRANT THAT THE SERVICE OR THIRD-PARTY SERVICES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICE OR THIRD-PARTY SERVICES WILL BE UNINTERRUPTED.

B. NEITHER LUNCHBOX NOR ITS THIRD-PARTY PROVIDERS WILL BE LIABLE OR RESPONSIBLE FOR ANY GOODS OR SERVICES PROVIDED BY RESTAURANTS THAT ARE A CAUSE OF INJURY OR THAT ARE UNACCEPTABLE OR DO NOT MEET YOUR REQUIREMENTS OR EXPECTATIONS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, LUNCHBOX AND ITS THIRD-PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT AND QUALITY. LUNCHBOX RELIES UPON RESTAURANTS TO PROVIDE ACCURATE ALLERGEN AND DIETARY INFORMATION AND GENERAL PRODUCT SAFETY. LUNCHBOX DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE THROUGH THE SERVICE 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 THE SERVICE IS SOLELY AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION, NUTRITIONAL AND ALLERGEN INFORMATION.

C. You acknowledge and agree that the Restaurants are the sellers of the food, beverages and related goods and services which you may order and pay for through the Service. The Restaurants are solely responsible for any and all damages, claims, liabilities, costs, injuries or illness caused in whole or in part by the Restaurants. The Restaurants are also solely responsible for any unclaimed property liability which may arise from purchases paid for but not received by you. Some jurisdictions may limit or prohibit warranty disclaimers, and this Section 12 will apply solely to the extent permitted under applicable law.

13. INDEMNIFICATION

A. Defense. Lunchbox may, without notice to you: (1) restrict, deactivate, or terminate your access to the Service (or any portion); or (2) terminate or modify the Service (or any portion). Lunchbox will not be liable to you or any third party for any termination of or modification to the Service regardless of the reason for such termination or modification. If you are dissatisfied with any termination or modification of the Service, your only remedy is to stop using the Service.

B. Indemnification. You will indemnify the Lunchbox Parties from and pay: (1) all damages, costs, and attorneys' fees finally awarded against a Lunchbox Party in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by a Lunchbox Party in connection with the defense of a Claim; and (3) all amounts that you agree to pay to any third party to settle any Claim.

14. LIMITATION OF LIABILITY

A. EXCLUSION OF DAMAGES. NEITHER LUNCHBOX NOR ANY LUNCHBOX PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF LUNCHBOX IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. DAMAGES CAP. LUNCHBOX'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT OF FEES PAID BY YOU TO LUNCHBOX DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) $100.

C. BASIS OF THE BARGAIN. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. DISPUTES BETWEEN YOU AND RESTAURANTS

As Lunchbox does not provide the food, delivery, and related services itself, if you have a dispute with a participating Restaurant, you agree to address such dispute directly with them. Lunchbox will not mediate or otherwise participate in any disputes between Diners and Restaurants.

16. ARBITRATION

A. Generally. In the interest of resolving disputes between you and Lunchbox in the most expedient and cost-effective manner, you and Lunchbox agree that any dispute arising out of or related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the expiration or termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LUNCHBOX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE

ACTION. YOU FURTHER UNDERSTAND THAT THIS SECTION 16 WILL APPLY TO YOU AND LUNCHBOX UNLESS YOU CHOOSE TO OPT OUT PURSUANT TO SECTION 16.I (OPT OUT).

Whether to agree to arbitration is an important decision. It is your decision to make, and you should not rely solely on the information provided in these Terms, as they are not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision.

B. Exceptions. Despite the provisions of Section 16.A (Generally), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (1) bring an individual action in small claims court; (2) bring an action in a court pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.; (3) seek injunctive relief in a court of law; or (4) file suit in a court of law to address an intellectual property infringement claim.

C. Arbitrator. Any arbitration between you and Lunchbox will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at WWW.ADR.ORG, by calling the AAA at 1-800-778-7879, or by contacting Lunchbox. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

D. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party within the applicable statute of limitations period ("Notice"). Lunchbox's email address for Notice is legal@lunchbox.io. The Notice must: (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought; and (3) if you are sending the Notice to Lunchbox, include your name and address ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 45 days after the Notice is received, you or Lunchbox may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Lunchbox must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Lunchbox will pay you the highest of the following: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by Lunchbox in settlement of the dispute prior to the arbitrator's award; or © $1,000.

E. Fees; Location. If you commence arbitration in accordance with these Terms, Lunchbox will reimburse you for your payment of the filing fee, unless your claim is for more than $15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, NY but if the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance-based telephone hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Lunchbox for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

F. No Class Actions. YOU AND LUNCHBOX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ., WHICH ARE NOT COVERED BY THIS SECTION 16 (ARBITRATION)). Unless both you and Lunchbox agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

G. Modifications to this Arbitration Provision. If Lunchbox makes any future change to this arbitration provision, other than a change to Lunchbox's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Lunchbox's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Lunchbox. If you do not send such written notice, your continued use of the Service following any such change means that you have consented to such change.

H. Enforceability. If Section 16.F (No Class Actions) is found to be unenforceable or if the entirety of this Section 16 (Arbitration) is found to be unenforceable, then the entirety of this Section 16 will be null and void and the exclusive jurisdiction and venue described in Section 20.B (Governing Law) will govern any action arising out of or related to these Terms or your use of the Service.

I. Opt Out. Arbitration is not a mandatory condition of these Terms. If you do not want to be subject to this Section 16 (Arbitration), you may opt-out by notifying Lunchbox in writing of your decision by sending, within 30 days after the effective date of these Terms, an email to help@lunchbox.io, stating clearly your full name, address, and intent to opt out of this Section 16. Should you choose not to opt out within the 30-day period, you and Lunchbox will be bound by the terms of this Section 16. You have the right to consult with counsel of your choice concerning regarding your right to opt-out of this Section 16, and you understand that you will not be subject to retaliation if you exercise your right to opt-out.

17. COOPERATION WITH AUTHORITIES

Lunchbox may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, Lunchbox may disclose any information as Lunchbox deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Lunchbox's sole discretion.

18. PROTECTED ACTIVITY NOT PROHIBITED

Nothing in these Terms limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in, any investigation or proceeding that may be conducted by any federal, state, or local government agency or commission ("Protected Activity"). In connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, Lunchbox. In making any such disclosures or communications, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Lunchbox confidential information to any parties other than the applicable government agencies.

19. COMPLIANCE WITH APPLICABLE LAW

Each party will comply with all applicable federal, state, provincial, and local laws, regulations, binding regulatory guidance, directives, and governmental requirements in connection with exercising its rights or performing its obligations under these Terms.

20. MISCELLANEOUS

A. Subcontractors. Lunchbox may use subcontractors or other third parties to perform its obligations under these Terms, but Lunchbox will remain responsible for all such obligations.

B. Governing Law. These Terms are governed by New York law without reference to its conflict of laws principles. The United Nations Convention on Contracts for the

International Sale of Goods will not apply to these Terms. Subject to Section 16 (Arbitration), all claims arising under these Terms will be litigated exclusively in the federal or state courts of New York, NY. The parties submit to the jurisdiction of those courts. In any proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

C. Injunctive Relief. If you breach Sections 3 (Accounts; Registration; Restrictions), 7 (Ownership), or 8 (Confidentiality), Lunchbox may suffer irreparable harm, and monetary damages may be inadequate to compensate Lunchbox. Accordingly, Lunchbox may, in addition to any other remedies available, seek injunctive or other equitable relief in response to any such breach.

D. Further Assurances. You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.

E. Assignment. You may not assign these Terms or delegate your performance without Lunchbox's prior written consent, and any attempt to do so is void. Lunchbox may assign or transfer these Terms without your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.

F. Severability. If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.

G. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

H. Entire Agreement. These Terms constitute the entire agreement and supersede any other agreement of the parties relating to their subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement these Terms.

I. Nature of Rights. The licenses granted under these Terms are rights in "intellectual property" within the scope of Section 101 (or its successors) of the United States Bankruptcy Code (the "Code"). Each party as licensee will have and may fully exercise all rights available to a licensee under the Code, including under Section 365(n) or its successors.

J. Relationship. Neither Lunchbox's provision of the Service to you, nor your access to and use of the Service, creates any direct business relationship between you and Lunchbox. You acknowledge and agree that these Terms are not an employment agreement, nor does it create an employment or contractor relationship, between you and Lunchbox; and no joint venture, partnership, or agency relationship exists between you and Lunchbox. YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF LUNCHBOX. YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF LUNCHBOX, INCLUDING BY INAPPROPRIATELY USING ANY LUNCHBOX IP.

K. No Third-Party Beneficiaries. There are no third-party beneficiaries of these Terms, except as described in Section 22 (Notice Regarding Apple).

L. Notices. All notices under these Terms must be in writing, and will be considered given: (1) upon delivery, if delivered personally or by internationally recognized courier service; (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested); or (3) upon acknowledgement of receipt, if delivered by email. Either party may update its notice address by notice to the other party in accordance with this Section 20.L. All notices to Lunchbox will be sent to:

Lunchbox Technologies, Inc.

1216 Broadway, Suite #305

New York, NY 10001

Email: info@lunchbox.io

Attn: Legal

M. Force Majeure. Lunchbox will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond Lunchbox's reasonable control (a "Force Majeure Event"), so long as Lunchbox uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes Lunchbox to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.

N. Interpretation. If Lunchbox provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version will prevail. Any heading, caption, or section title contained in these Terms is for convenience only, and does not define or explain any provision. Any use of the term "including" or variations thereof should be construed as if followed by the phrase "without limitation."

21. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, Members located in California are entitled to the following notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

22. NOTICE REGARDING APPLE

Notice Regarding Apple. This Section 22 only applies to the extent you are using the Apps on an iOS device. You acknowledge that these Terms are between you and Lunchbox only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (A) product liability claims; (B) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

23. CONTACT US

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at help@lunchbox.io.