

By using and/or viewing the OnTable application, mobile site or website (collectively “Service”) or any services (including any content, features or services contained thereon) of OnTable Technologies LLC (“OnTable, Company, Us, We”), you are agreeing to comply with and be bound by the following Terms of Use.

The Services are operated and brought to you by OnTable Technologies, LLC a Delaware limited liability company. OnTable provides its services to you, subject to the following Terms of Use (the “Terms of Use”, “Terms” or “TOU”). All use of and services related to the Services are extended and subject to these Terms of Use. These Terms, and each part of them, may be updated by us from time to time without notice to you. All use and services offered to you are conditioned on your acceptance without modification of the terms, conditions, and notices contained in the Terms.

BY CONTINUING TO USE THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE READ THE FOLLOWING TERMS OF SERVICE IN THEIR ENTIRETY AND YOU AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS PROVIDED THEREIN.

Your use of the site and its service constitutes your agreement to all such terms, conditions, and notices, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to these Terms of Use. Continued use of the Service after any such changes shall constitute your consent to such changes. To the extent that the specific posted guidelines, rules, or Terms of Use on a particular web-page contradict the Terms of Use contained here, the posted guidelines, rules, or Terms of Use on the particular web-page will control. Violation of any of the terms below will result in the termination of your use of the Services.

In this Agreement, “**OnTable**”, “**us**” and “**we**” mean OnTable Technologies LLC, who is providing the Services to you, and with whom you are entering into this Agreement with. The terms “**User**”, “**I**”, “**Me**” and “**you**” mean any user of the Services. This Agreement incorporates OnTable’s standard policies, procedures, Terms of Service, Privacy Policy and any other agreement governing the use of the Services that are found on our Services or are otherwise referenced by name or by links in this TOU (collectively, the “**OnTable Policies**”).

By accessing or using the Services , (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services

OnTable may update or revise this Agreement (including any of the OnTable Policies) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of these Terms, but accepting these Terms, as modified, is required for you to continue using the Services. If you do not agree to these Terms of Use, or any modified version of these Terms, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as

otherwise expressly stated by OnTable, any use of the Services is subject to the version of this TOU in effect at the time of use.

## **Part I - Reservation Services**

1. **Ordering Services.** OnTable provides its services through the OnTable websites and mobile applications for the purpose of assisting Users in securing dining reservations and pre-ordering a User's selection of food and beverages at participating third-party restaurants (each, a "**Restaurant**"). In response to a User's online request for a Restaurant reservation and meal order, OnTable contacts the Restaurant's computerized database of reservations and pending orders, as applicable. The availability of reservations, the number of guests and food and beverage orders that can be accommodated is determined at the time of User's order and is based on information provided to OnTable by the Restaurant. Once an order is submitted by User through the OnTable Services, the Restaurant will provide OnTable with confirmation or rejection of the reservation which shall be conveyed to User by email, text message or other electronic messages, as has been agreed to by User. By using our Services, User agrees to receive reservation and confirmations, updates, modifications and/or cancellations by email, text message or other electronic messages. In order to use the ordering service for a Restaurant, you must provide valid debit or credit card information. To confirm that the debit or credit card information you have provided is accurate, we may place a temporary authorization on your debit or credit card at the time you provide your debit or credit card information. Upon arriving at the Restaurant, it is the User's responsibility to notify the host that the User has booked an order and reservation through OnTable.

## **2. Refund, Late & No-Show Policy.**

(A) Refunds/Complaints. To assist us in maintaining the highest level of service to our Users and to the Restaurants and their patrons, in the event you are unhappy with your order or your dining experience, you must submit a complaint within twenty four (24) hours following your dining experience to [dispute@ontabletechnologies.com](mailto:dispute@ontabletechnologies.com) or as otherwise may be instructed through our Service. Any complaints submitted after the twenty four (24) hour period following your dining experience may not be investigated, provided however that OnTable shall have the sole discretion as to such investigation. Complaints received by OnTable within twenty four (24) hours of your dining experience will be investigated by OnTable. Refunds, discounts or other means of providing Users with relief shall be subject to OnTable's sole discretion.

(B) Late Arrival. Following the confirmation of a User's order, the user shall have a Ten (10) minute grace period for arriving late from the time in which User had scheduled the order. If following the confirmation of a User's order, User will be more than 10 minutes late to the Restaurant at the time that was specified in the order, subject to the Restaurant's policy, User must provide forty five (45) minute notice to Restaurant of such late arrival. Upon such notice, User may be allowed to reschedule or cancel the order via the OnTable Service. You may be required to cancel your reservation in accordance with the Restaurant's cancellation policy, which is disclosed at the time the order is made. User acknowledges that certain Restaurants may not be able to honor any requests to change the time of the order once the

order has been accepted. OnTable shall have no liability for any charges made to the debit or credit card account for any failure to cancel or reschedule your reservation in accordance with a Restaurant's cancellation policy. In the event the Restaurant does not have the order ready on time, or is otherwise unable to accommodate User, then User may be eligible for a refund of the order.

(C) **No-Show.** If you are unable to keep your reservation and you fail to cancel at least forty five (45) minutes in advance of the reservation, OnTable will send you an email, text message or other electronic message letting you know that our records indicate that you were a no-show. By using the Service, User agrees to receive no-show notifications by email, text message or other electronic messaging. Reoccurring no-shows may result in your account being suspended, at OnTable's discretion. If you receive a no-show notification email in error, please contact OnTable at [dispute@ontabletechnologies.com](mailto:dispute@ontabletechnologies.com) for information on how to dispute it. User agrees that all final no-show determinations will be made by OnTable in its sole discretion.

3. **Gratuity.** Following a User's dining experience, in order to ensure that the serving staff at the Restaurant are fairly compensated for their services, OnTable will include an additional gratuity payment in an amount which is equal to fifteen percent (15%) of the total order amount to an order. Following the completion of your dining experience, User shall have the option to add additional gratuity at such User's discretion. Any dispute that User has with respect to the automatically added gratuity should be submitted to OnTable within twenty four (24) hours following the dining experience by contacting [dispute@ontabletechnologies.com](mailto:dispute@ontabletechnologies.com).

4. **Usage Guidelines.** User agrees to use our Services only to book reservations and order food and beverages at Restaurants and then honor those reservations and order requests by arriving at the Restaurants on time and checking in with the Restaurant. User expressly acknowledges and agrees that by ordering any alcoholic beverages or other orders which require User to be of a certain age, that User does thereby represent and warrant to OnTable and the Restaurant that User is of the appropriate age for such order. In the event that upon arriving at the Restaurant, User is unable or unwilling to provide government issued identification which evidences that User is of the required age for the order, then User may not be eligible for a refund of the illegally placed order and may further be subject to having their account suspended by OnTable for violating the OnTable Policies.

## **Part II – Payment**

5. **Payment.** In order to use the OnTable service, User must render payment through our payment platform. OnTable may place an initial temporary pre-authorization hold on each new payment method you add to your account. You authorize OnTable to charge all sums for orders that you make and services you select to the payment method designated in your account. When you order on OnTable, a temporary pre-authorization hold is placed on your designated payment method to verify that the card is valid and has funds available for your intended purchase. The amount of this pre-authorization hold may be greater or less than the order total quoted at checkout. However, you will only be charged the final order total once your order is registered as

complete within the OnTable system, which generally occurs between twenty four and forty eight (24-48) business hours after you receive your order. In the event that the pre-authorization is greater than the final amount, the difference will be returned to you after your order is completed or cancelled, which may take up to five (5) business days depending on your bank. If payment for purchases on your account is delinquent, your account information may be sent to a collection agency / debt collector and you may be subject to a collection action, and payment of collection related fees and costs. If you have questions regarding an outstanding balance on your account, please contact us at [dispute@ontabletechnologies.com](mailto:dispute@ontabletechnologies.com).

### **Part III – Terms for All Services**

6. **Privacy Policy.** OnTable is committed to helping you safeguard your privacy online. Please review our privacy policy for details about how we collect, use, and disclose information in connection with the Services.

7. **Your Account.** To use our Services, you must create an account with OnTable through the OnTable Services (“**Account**”). When registering for an Account, you must provide true, accurate, current, and complete data about yourself on the OnTable registration form (“**Registration Data**”). You also agree to promptly update the Registration Data to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account and the information in your Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether or not authorized by you. You agree to immediately notify OnTable of any unauthorized use of your Account or any other breach of security related to your use of the Services.

8. **Communications from OnTable.** If you use our Sites and Services, OnTable may communicate with you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our privacy policy.

9. **Technical Requirements.** Use of the Services requires internet access through your computer or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. In order to use the text message based services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access such text message services. OnTable does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the OnTable Services, and some features and portions of the OnTable Services (including, but not limited to, making, modifying, or canceling orders) may not be accessible with JavaScript disabled.

10. **Modifications to Services.** OnTable reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the OnTable Services, Restaurants, and/or Partners. OnTable shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following

any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.