

Terms of Service

Unify Ordering Ltd.

1st May 2018

These Terms of Service (the “Terms”) govern your access and use of the website (www.UnifyOrdering.com), all subdomains related to the website (https://www.UnifyOrdering.com), the mobile application titled Unify Ordering and related software and services (collectively, the “Service”) made available by Unify Ordering, Ltd. (“Unify Ordering”, “we”, “us” or “our”).

Our Privacy Policy explains the way we collect and use your information. Your use of the Service indicates that you agree on behalf of yourself or the entity that you represent (collectively, “you”) to be bound by these Terms, and that you or any entity over which you have actual authority, and on whose behalf you are acting, have the capacity to be bound by its terms.

YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE.

We reserve the right to modify these Terms prospectively at any time. We will post any changes to these Terms on our website, and will indicate the date the Terms were last revised. Your continued use of the Service after any such change constitutes your acceptance of the updated Terms.

Definitions

Member: A Restaurant or Supplier who has registered with Unify Ordering.

Restaurant: A business entity that has registered with Unify Ordering, primarily to purchase products or services required for its business. **Service:** Use of the information, tools, features and functionality provided by Unify Ordering.

Supplier: A business entity that has registered with Unify Ordering, primarily to sell its products or services to Restaurants.

Visitor: Non-member user of Unify Ordering.

Description of the Service

Restaurants: The Service is an ordering service that allows Restaurants to consolidate and track their inventory ordering process information by placing orders with Suppliers on Unify Ordering. Based on such information, the Service may also present information relating to third party products or services. The Service is provided to Restaurants by Unify Ordering without charge to the Restaurant and is intended to be an aid in organizing and managing their ordering process with Suppliers. It is not intended to provide legal, tax, or financial advice. Suppliers choose to showcase their products to Restaurants in the Unify Ordering network. Suppliers update the pricing of their products from time-to-time. It is the Restaurant’s responsibility to ensure latest pricing information has been downloaded prior to placing 2018 © Unify Ordering, Ltd.. an order. Unify Ordering is not liable for any pricing discrepancies.

Suppliers: The Service offers Suppliers an online platform to receive orders from Restaurants, market

their products and manage their incoming orders on Unify Ordering's website. The Service is provided to Suppliers by Unify Ordering, at a fee and is intended to be an aid in organizing and managing their ordering process with Restaurants. It is not intended to provide legal, tax, or financial advice. It is the Supplier's responsibility to ensure the latest pricing information has been updated to the Service. Unify Ordering is not liable for any pricing discrepancies.

Chargeable Additional Services: We may choose to offer additional value-added Services in addition to the base Service for a fee. If we do so, the website will identify the chargeable Services and state the associated fees, terms and methods of payment. Quoted fees for chargeable additional Services are exclusive of applicable taxes, which will be separately itemized on our statement. Fees for chargeable additional Services are non-cancellable and non-refundable, but you may cancel your subscription for them at any time. If you cancel, you will not be charged fees for subsequent subscription periods.

Restaurants/Suppliers: Unify Ordering makes no warranty or representation regarding the quality or value of the Suppliers' products. In addition, Unify Ordering makes no warranty or representation regarding any payment by any Restaurant to any Supplier. As such, any dispute between a Restaurant and a Supplier must be resolved privately between that Restaurant and Supplier.

Eligibility: In order to use the Service, you must first agree to these Terms in our registration process. If you are a Restaurant or a Supplier, you are also required to register and set up a user account. The Service is available only to legal entities and persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law.

Account Information from Third Party Sites: In order to provide the Service, Unify Ordering may share certain information about Restaurants and/or Suppliers with other Restaurants and/or Suppliers registered with Unify Ordering. Unify Ordering makes no warranty or representation regarding the accuracy or legality of any information shared with Restaurants or Suppliers. In addition, Unify Ordering makes no warranty or Unify Ordering, Ltd. representation regarding third-parties or their failure to obtain data or their loss of data, personalization settings or other service interruptions.

Your Registration Information: You agree and understand that you are responsible for maintaining the confidentiality of your account, password or pin number or any other contact information you provide from your "Registration Information," which allow you to access the Service. By providing Unify Ordering with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. It is your responsibility to update or change that address with Unify Ordering, and Unify Ordering shall not be responsible for your failure to do so.

Information: Unify Ordering does not share Supplier information (product catalog, prices, etc.) with other Suppliers on our platform. Suppliers' product lists and prices are only visible to Restaurants who are potential buyers of your products. If you become aware of any unauthorized use of your Registration Information, you agree to notify Unify Ordering immediately.

Your Use of the Service: Your right to access and use Unify Ordering and the Service is personal to you and is not transferable by you to any other person or entity. Furthermore, it is Unify Ordering's policy that access is only allowed for lawful purposes. You must provide true, accurate, current and complete information about yourself and other restaurant accounts that you maintained, as requested in the initial setup process, and you may not misrepresent your Registration Information. In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you may

be affected. Your access and use of Unify Ordering may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of Unify Ordering or other actions that Unify Ordering, in its sole discretion, may elect to take. Unify Ordering is not responsible for any damages in connection therewith. 2018 Unify Ordering, Ltd.

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Any feedback, comments or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions that you provide as we see fit and without any obligations to you.

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The Service is intended only to assist you in your business's organization and decision-making and is broad in scope. Your company's operational and financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your 2018 © Unify Ordering, Ltd.. situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

Alert Disclaimer: You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Unify Ordering intends to provide alerts in a timely manner with accurate information. However, we cannot guarantee the delivery or the accuracy of the content of any alert. You also agree that Unify Ordering shall not be liable for any damages caused by delays, failure to deliver, or misdirected delivery of any alert and/or orders; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Limitations on Unify Ordering's Liability: IN NO EVENT WILL UNIFY ORDERING OR ITS AFFILIATES,

DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS OR AGENTS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING FOR ANY LOST BUSINESS PROFITS, LITIGATION COSTS OR LOST DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF UNIFY ORDERING IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNIFY ORDERING'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF €100 OR THE AMOUNTS PAID BY YOU TO UNIFY ORDERING IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO SUCH LIABILITY.

Your Indemnification of Unify Ordering: You shall defend, indemnify and hold harmless Unify Ordering and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you. You shall not agree to any settlement offer or terms unless approved by Unify Ordering.

Ending your relationship with Unify Ordering: This Agreement will apply from the date of registration. If you wish to terminate your legal agreement with Unify Ordering, you may do so by closing your account for the Service by contacting Unify Ordering. Unify Ordering may terminate its legal agreement with you at any time at its sole discretion.

Governing Law and Forum for Disputes: This Agreement, and your relationship with Unify Ordering under this Agreement, shall be governed by and construed under the laws of Ireland, without regard to its conflict or choice of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Ireland.

Miscellaneous: If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator 2018 © Unify Ordering, Ltd. or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement. You agree that if Unify Ordering does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Unify Ordering has the benefit of under any applicable law), this will not be construed to imply a formal waiver of Unify Ordering's rights and that those rights or remedies will still be available to Unify Ordering. All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. Except as expressly agreed to the contrary or in the event there is a physical executed copy between the parties, this Agreement represents the entire understanding and agreement between you and Unify Ordering regarding the subject matter of this Agreement and supersedes all other previous agreements.