

Terms of Service Agreement for Table On Us

Updated: 9/25/2023

Introduction

- a. These Terms of Service ("Terms") govern your access and use of the Table On Us service ("Service", "Website", "The Platform") provided by HoosWhere, LLC ("HoosWhere", "we", "us", or "our"). By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOU. YOU SHOULD ALSO CAREFULLY REVIEW HOOSWHERE'S PRIVACY POLICY BEFORE USING ANY SERVICES AVAILABLE THROUGH THE PLATFORM.

YOU MAY NOT USE THE PLATFORM'S SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS; OR (B) ARE PROHIBITED FROM ACCESSING OR USING THE PLATFORM OR ANY OF THE PLATFORM'S CONTENT OR SERVICES BY APPLICABLE LAW.

BY ACCESSING ANY PART OF THE PLATFORM OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, THEN YOU MAY NOT ACCESS THE PLATFORM OR USE ANY SERVICES.

Any new features or tools which are added to the Platform shall also be subject to the Terms outlined herein. You can review the most current version of the Terms at any time on this page. Your continued use of, or access to, the Platform following the posting of any changes to these Terms constitutes your acceptance of those changes.

1. Registration and Account

- a. In order to access our Platform or otherwise use the Services, you must register for the Platform and create an account ("**User Account**"). To set up your User Account, you will need to either: a) provide your name, and valid e-mail address, or b) sign up with a valid social media account (such information shall be referred to as "**Personal Information**").
- b. You represent and warrant that the Personal Information you provide upon registration and at all other times will be true, accurate, current, and complete. You will ensure that your e-mail address is kept up-to-date at all times. HoosWhere is not responsible for any errors you may make when creating your User Account.
- c. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or with your User Account. You are responsible for any act or omission of any individual that accesses your User Account that would be deemed a violation of these Terms. You agree to notify HoosWhere immediately if you notice any unauthorized access or use of your User Account or password, or any other breach of security. HoosWhere shall not be held liable for any losses and/or damages arising from any failure to comply with this clause.
- d. You may request to have your User Account deleted at any time.

2. Description of Service

- a. Table On Us is an automation service that allows users to put their Resy reservations on auto-pilot. Users will fill out information about their desired reservation, connect their own Resy account, and then Table On Us will use software to attempt to book that reservation on Resy's platform when the time comes under the user's Resy account.

By agreeing to these Terms or by using the Platform or the Services, you represent that you are at least eighteen (18) years of age or older.

You may not use the Services for any illegal or unauthorized purpose, including a violation of any laws, rules, or regulations in your jurisdiction (including, but not limited to, copyright or trademark laws). You also represent and warrant that you are using the Platform for your own personal use only, and not for resale, export, publication, re-use or any other similarly unauthorized use. A breach or violation of any of these Terms will result in an immediate termination of your access to the Platform.

You agree that HoosWhere may, without any prior notice, immediately suspend, terminate, discontinue and/or limit your use of the Platform and access to any of the Services at our sole discretion, for any reason, including but not limited to:

- a. Any breach or violation of these Terms or any other incorporated agreement, regulation, or guideline;
- b. By way of request from law enforcement or any other governmental agencies;
- c. The discontinuance, alteration, or material modification to the Services, or any part thereof; and
- d. Any engagement by you in any fraudulent or illegal activities.

Furthermore, you agree that any and all terminations, suspensions, discontinuances, and or limitations of your access to the Platform or Services shall be made in our sole discretion and that HoosWhere shall not be liable to you or any other third-party with regard to the termination of your User Account, access to the Platform, and/or any of the Services.

HoosWhere reserves the right to refuse Services to anyone, for any reason, at any time in our sole discretion. HoosWhere also reserves the right, but does not have the obligation, to pre-screen, refuse and/or delete any content currently available through the Platform. HoosWhere also reserves the right to remove and/or delete any such content that would violate these Terms or which would otherwise be considered offensive.

You agree to provide true, accurate, and current Personal Information if you fill out any forms available or otherwise engage with the Services through the Platform. The Services may include an online forum. Your engagement with these forums and the Services (including but not limited to, interaction with advertisers, etc.) may be shared with others in accordance with our Privacy Policy and these Terms.

3. Authorization

- a. By using Table On Us, you explicitly authorize us to use your Resy authentication token to perform actions on your behalf, such as booking reservations.
- b. You acknowledge that we are not liable in the unlikely case that your Resy account gets banned. You are solely responsible for understanding and complying with the terms and conditions of your Resy account.
- c. You are responsible for any fees, charges, or other financial obligations incurred through Resy or any restaurants as a result of using Table On Us.
- d. By using Table On Us, you authorize us to make reservations on your behalf, which may include non-refundable deposits. Please ensure you understand the restaurant's cancellation and deposit policies before requesting a reservation through our service.
- e. You authorize Table On Us to send you email notifications, including but not limited to, reservation notifications, important account updates, and other non-marketing related messaging.

4. Data Privacy and Security

- a. We value your privacy and are committed to protecting your personal information. We collect, store, and process information such as your name, email address, and phone

number. We do not store any passwords that you input. We will take reasonable measures to protect your personal information and authentication tokens in compliance with applicable data protection regulations, such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). For more information on our data privacy practices, please refer to our Privacy Policy.

5. User Obligations

As a user of Table On Us, you agree to:

- a. Provide accurate, complete, and up-to-date information when using the Service;
- b. Ensure that your use of our Service complies with Resy's Terms of Service and Acceptable Use Policy;
- c. Notify us immediately if you become aware of any unauthorized use of your account, authentication token, or any other security breaches;
- d. Comply with all applicable local, state, national, and international laws and regulations.

6. Non-Disparagement

- a. You agree not to make or communicate to any person or entity, in any media or public forum, including any social media network, any comments or statements (written or oral) that intentionally or unintentionally, or is reasonably certain to, disparage, create a negative impression of, or is detrimental to the reputation of HoosWhere or the Services associated therewith.

7. Limitation of Liability

YOU REPRESENT THAT YOU ARE USING THE PLATFORM AND SERVICES AT YOUR OWN RISK. ALL SERVICES OFFERED ON THE PLATFORM ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

IN NO EVENT SHALL HOOSWHERE BE LIABLE TO YOU, THE USER, OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR HOOSWHERE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

The limitation of liability set forth above shall: a) only apply to the extent permitted by law; and b) not apply to: (i) liability resulting from gross negligence or willful misconduct, or (ii) death or bodily injury resulting from acts or omissions.

- a. In no event shall HoosWhere, LLC be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; (iv) unauthorized access, use or alteration of your transmissions or content; or (v) issues arising from reservations not being booked correctly or other issues related to the use of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

8. Indemnification

- a. You agree to defend, indemnify and hold harmless HoosWhere, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, b) a breach of these Terms, or c) your violation of any third-party terms and conditions, including but not limited to Resy's Terms of Service.

9. Termination

- a. We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10. Changes to Terms

- a. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide reasonable advance notice of any material changes to these Terms. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

11. Governing Law

- a. These Terms shall be governed and construed in accordance with the laws of the state in which HoosWhere, LLC is registered, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.
- b. The Platform is operated from the United States of America. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule. The governing jurisdiction for any dispute shall be the State of Maryland.

12. Severability

- a. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

13. Waiver

- a. Failure by HoosWhere to enforce any right or provision of these Terms will not constitute as a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of HoosWhere.

14. Notice to California Users

- a. Under California Civil Code Section 1789.3, California Clients are entitled to the following specific consumer rights 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.

15. Statute of Limitations

- a. You agree that regardless of any statute or law to the contrary, any claim or cause of action against HoosWhere arising out of or related to the use of the Platform, our Services, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Intellectual Property & Proprietary Rights

- a. By using the Platform and agreeing to these Terms, you acknowledge and agree that the Services and the Platform are protected by copyright and other intellectual property laws. You understand and agree that this Section provides for the protection of the Services and the Platform and extends beyond federal, state, local or foreign copyright laws or treaties and that by using the Platform you agree to be bound by the Terms herein, even where such Terms extend beyond such laws. You are confirming that in the event you attempt to reuse, reproduce, remarket, sell, or create a competitive or derivative product or service for sale from the Services or Platform, or otherwise use the Services or the Platform for any similarly unauthorized personal financial gain, you may be subject to legal proceedings.
- b. HoosWhere owns, solely and exclusively, all right, title, and interest in and to the Platform and Services, all content, software code, data, and materials thereon, the look, feel, design and organization of this website and our web application, and the compilation of the content, code, data, and contents on the Platform, including but not limited to any intellectual property or proprietary rights. HoosWhere reserves all rights in and to the Services not granted expressly in these Terms.
- c. If you post, upload, or make available any, information, data, text, files, communications, or other materials regarding the Services and your use of the Services on any website, blog, article, or social media platform ("Your Content"), you hereby grant HoosWhere a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable (in whole or in part), worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform, or otherwise exploit Your Content including your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to you, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to you or to any other person or entity. You waive any right to inspect or approve Your Content or any use of Your Content. You waive all moral rights to Your Content, which may be available to you in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, and we will not be liable for any use or disclosure of any of Your Content. You understand and agree that we may use the public content to develop aggregate ratings, personalize Platform views, market products or Services, or identify or feature popular community members or Services.

17. Dispute Resolution

- a. If a controversy or claim should arise, the parties will first attempt in good faith to resolve such controversy or claim. HoosWhere will contact you via phone or email to discuss the matter and attempt to resolve any such controversy or claim by negotiation. If the matter has not been resolved within thirty (30) days by negotiation, the parties will attempt in good faith to resolve the controversy or claim in accordance with mediation, with mutually agreeable rules. If the matter has not been resolved by mediation within sixty (60) days of the commencement of mediation, or if either party will not participate in mediation, then

the controversy shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding rules or procedures governing or permitting class actions. The written decision of the arbitrator shall be binding and conclusive on the parties. The parties agree that there shall be no pre-arbitration discovery and the arbitrator shall not award punitive damages to either of the parties. Judgment may be entered in any court having jurisdiction.

18. Class Action Waiver

- a. Any arbitration shall be conducted in each User's individual capacity only and not as a class action or other representative action. User expressly waives their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

19. Entire Agreement

- a. These Terms constitute the entire agreement between you and HoosWhere, LLC with respect to the Service and supersede any prior agreements, oral or written, between you and HoosWhere, LLC regarding the Service.

Contact Information

If you have any questions about these Terms, please contact us at tableonus@gmail.com.

By using Table On Us, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.