

TERMS AND CONDITIONS

Last Updated: May 17, 2017

Thank you for visiting our terms of use agreement (the "**Terms of Use**"). These Terms of Use govern your use of this website and any branded websites that link to these terms (each, a "**Website**"), the services and resources enabled therein (each a "**Service**" and collectively, the "**Services**"), and each branded application that includes links to these terms (the "**Application**" together with the Website and Services, the "**Properties**"), which are provided to you by Mobo Systems, Inc. d/b/a Olo ("**Olo**") on behalf of the company whose branding is displayed on the Properties (Trikam NY, L.L.C. and all of its affiliated companies d/b/a Indikitch, collectively referred to as "Indikitch"). This Terms of Use agreement is a legal agreement between you and Olo, and not Indikitch Catering.

PLEASE READ THIS TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE WEBSITE OR SERVICES, CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH OLO, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS OF USE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE, APPLICATION OR SERVICES.**

THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT THE TERMS OF USE ARE SUBJECT TO CHANGE BY OLO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Olo will make a new copy of the Terms of Use available at the Website and within the Application. We will also update the "Last Updated" date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms of Use will be effective immediately for new users of the Website, the Application and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined below). Olo may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS OF USE.

1. Use of the Services

- a. **Application License.** The Properties are protected by copyright laws throughout the world. Subject to your compliance with these Terms of Use, Olo grants you a limited non-exclusive, non-transferable, revocable license to download, install and use a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple iTunes App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.
- b. **Updates.** You understand that the Properties are evolving. As a result, Olo may require you to accept updates to the Properties that you have installed on your computer or mobile device. You

acknowledge and agree that Olo reserves the right, in its sole discretion, to modify the Properties from time to time, with or without notice. You may need to update third-party software from time to time in order to use the Properties.

- c. **Branded Company Products.** The Properties enable indikitch Catering to offer various food, beverage and other related products ("Products") to you and other users. The Products advertised or otherwise made available for purchase on the Properties are determined solely by indikitch Catering, and Olo shall have no liability to you for any modification, unavailability or discontinuation of any Products.
- d. **Delivery Services.** Any delivery service you use, as provided at the option of indikitch Catering, is at your sole discretion and Olo shall have no liability to you for any delivery-related issues.
- e. **Limitations on Your Use of Services.** The rights granted to you in these Terms of Use are subject to the following restrictions: (a) you may not attempt, or authorize, encourage, or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Properties; (b) you may not copy, distribute, sell, resell, or exploit for any commercial purposes any portion of the Properties, or any Products accessible through the Services; (c) you shall not use any manual or automated software, devices or other processes, including, without limitation, spiders, robots, scrapers, data mining tools, and the like, to "scrape" or download data from any web pages contained in the Website; (d) you shall not access the Properties to build a competing or similar website, application or service; and (e) except as expressly stated herein, no part of the Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to the Properties shall be subject to these Terms of Use. Olo, its suppliers and services providers, and indikitch Catering reserve all rights not granted in these Terms of Use. Any authorized use of the Properties terminates the licenses granted by Olo hereunder.

2. **Eligibility and Registration**

- a. **Registering Your Account.** In order to access certain features of the Properties you may be required to become a Registered User. For purposes of the Terms of Use, a "**Registered User**" is a user who has registered an account on the Website or Application ("**Account**"), has a valid account with a third party service or social networking service ("**SNS**") through which the User has connected to the Services (each such account, a "**Third-Party Account**").
- b. **Access Through a SNS.** If you access the Services through a SNS as part of the functionality of the Website, the Application and/or the Services, you may link your Account with Third-Party Accounts, by allowing Olo to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Olo and/or grant Olo access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Olo to pay any fees or making Olo subject to any usage limitations imposed by such third-party service providers. By granting Olo access to any Third-Party Accounts, you understand that Olo may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Properties ("**Content**") that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Properties via your Account. Unless otherwise specified in the Terms of Use, all SNS Content is, as between you and Olo, your content. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Properties. Please note that if a Third-Party Account or associated service becomes unavailable or the Olo's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Properties. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR

AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND OLO DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Olo makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Olo is not responsible for any SNS Content.

- c. **Registration Data.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Olo immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Olo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Olo has the right to suspend or terminate your Account and refuse any and all current or future use of the Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use the Properties if you have been previously removed by Olo, or if you have been previously banned from any of the Properties.

3. **Termination**

If you materially breach the terms of this Terms of Use, Olo may suspend your ability to use the Properties or may terminate this Term of Use effective immediately, with or without notice to you. If you want to terminate this Terms of Use, you may do so by (a) notifying Olo at any time, and (b) closing your Account for all Services that you use. Your notice should be sent, in writing, to Olo's address set forth below. Upon termination of these Terms of Use, your right to use the Services will automatically terminate immediately. Olo will not have any liability whatsoever to you for any suspension or termination. All provisions of these Terms of Use, which by their nature should survive, shall survive termination of the Terms of Use, including without limitation, ownership provisions, warranty disclaimers and limitation of liability.

4. **Payment and Billing**

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms from indikitch Catering or any third party acting on their behalf (e.g., a delivery service company) and in effect at the time a fee or charge is due and payable. You must provide Olo with a valid credit card (Visa, MasterCard, American Express, Discover, or any other issuers accepted by us), charge card, indikitch Catering-specific gift card or indikitch Catering-specific cash card ("**Payment Provider**"). You acknowledge and agree that for each order you place through the Service, the full cost of Products you order will be assessed against your Payment Provider. You acknowledge and agree that a command originating from your Account constitutes an authorization for the Service to charge the designated amount and you assume all liability for, and shall promptly pay, any and all such charges. Without limiting the foregoing, you acknowledge and agree that you will pay assessed charges for any and all orders placed from your Account. The Service will provide you with reasonable notice of any material modification in the fees charged for the services, which notice may be provided by posting the new fee schedule on the Website. You agree to immediately notify Olo of any change in your billing address or the credit card used for payment hereunder.

5. **Refund Policy**

You acknowledge that Olo is not responsible for full or partial refunds on purchases of Products or related order fulfillment charges including any associated delivery-related charges. Addressing customer requests for refunds on purchases of Products will be the sole responsibility of the indikitch Catering location at which the order was placed in accordance with such location's refund policies. Contact the location directly with the phone number provided as soon as possible to request a full or partial refund.

6. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE PROPERTIES IS AT YOUR OWN RISK. THE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OLO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. OLO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY PRODUCTS YOU OBTAIN THROUGH USE OF THE SERVICES IS DONE AT YOUR OWN RISK, AND OLO MAKES NO WARRANTY REGARDING ANY DEALINGS WITH OR TRANSACTIONS ENTERED INTO WITH ANY OTHER PARTIES THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OLO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. Limitation of Liability

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL OLO, INDIKITCH CATERING, ANY THIRD PARTY PROVIDERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATED TO YOUR USE OF THE PROPERTIES OR PRODUCTS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS PARAGRAPH REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS TERMS OF USE AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF OLO TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PROPERTIES OR PRODUCTS, EXCEED TO ONE HUNDRED DOLLARS (\$100). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

8. Indemnification

You agree to indemnify, defend and hold harmless the Olo, indikitch Catering, and each of their agents, employees, representatives, licensors, affiliates, officers and directors, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) resulting or arising from any third-party claim in connection with (a) any information you (or anyone accessing the services using your password) submit or transmit through the Services, (b) your use of or access to the Properties, (c) your violation of this Terms of Use, (d) your violation of any rights of any third party, or (e) any viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful or deleterious programming routines input by you into the services.

9. Intellectual Property Ownership

Except for the content and information you upload to the Services, you agree that Olo and its suppliers (including indikitch Catering) own all rights, title and interest in the Properties, including all trademarks, brand names, and logos therein. All such material is protected by relevant intellectual property laws, including copyright, trademark, patent and/or trade secret laws. Such material may not be modified, reproduced, transmitted, sold, offered for sale, publicly displayed, or redistributed in any way without our prior written permission and the prior written permission of any other applicable rights licensor. All trademarks, brands, slogans and other indicia of origin ("**Marks**") that appear on or in connection with the Services are the property of Olo and/or its affiliates, licensors (including indikitch Catering) and/or licensees. You are not authorized to use any such Marks.

10. App Stores

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple iTunes or Google Play app stores ("**App Store**"). You acknowledge that the Terms of Use are between you and Olo and not with the App Store. Olo, not the App Store, is solely responsible for the Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms of Use and will have the right to enforce them.

11. Arbitration Agreement; Class Waiver; Waiver of Trial by Jury

Please read this Arbitration Agreement carefully. It is part of your contract with Olo and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms of Use or the use of any product or service provided by Olo that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Olo, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms of Use.
- b. **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Olo should be sent to: 26 Broadway, 24th Floor, New York, NY 10004. After the Notice is received, you and Olo may attempt to resolve the claim or dispute informally. If you and Olo do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- c. **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Use. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-

appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

- d. **Additional Rules for Non-appearance Based Arbitration.** If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- e. **Time Limits.** If you or Olo pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- f. **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Olo, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Olo.
- g. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Olo in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND OLO WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- h. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- i. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- j. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- k. **Right to Waive.** Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.
- l. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Olo.

- m. **Small Claims Court.** Notwithstanding the foregoing, either you or Olo may bring an individual action in small claims court.
- n. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- o. **Claims Not Subject To Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement.
- p. **Courts.** In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within New York County, New York, for such purpose.

12. Choice of Law

These Terms of Use are governed by U.S. federal law and/or laws of the state of New York, consistent with the Federal Arbitration Act, without resort to conflict of law provisions.

- 13. **Notice.** Where Olo requires that you provide an e-mail address, you are responsible for providing Olo with your most current e-mail address. In the event that the last e-mail address you provided to Olo is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms of Use, Olo's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Olo only at the following address: Mobo Systems, Inc. d/b/a Olo, 26 Broadway, 24th Floor, New York, NY 10004. Such notice shall be deemed given when received by Olo by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- 14. **Waiver.** Any waiver or failure to enforce any provision of the Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 15. **Severability.** If any provision of the Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms of Use will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 16. **Export Control.** You may not use, export, import, or transfer the Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Properties, and any other applicable laws. In particular, but without limitation, Olo Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Properties, you represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Olo Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Olo products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.
- 17. **Electronic Communications.** The communications between you and Olo use electronic means, whether you visit the Properties or send Olo e-mails, or whether Olo posts notices on the Olo Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Olo in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Olo provides to you electronically satisfy any legal

requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

18. **Release.** You hereby release Olo, its affiliates and each of their officers, directors, employees, and agents and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms of Use or your use of the Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.
19. **Assignment.** The Terms of Use, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Olo's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
20. **Force Majeure.** Olo shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
21. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Properties, please contact us at: Mobo Systems, Inc. d/b/a Olo, 26 Broadway, 24th Floor, New York, New York 10004. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
22. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
23. **Entire Agreement.** The Terms of Use are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.