

Privacy Notice for Users

This Privacy Notice describes how Dutch Labs collect, use, disclose, transfer, store, retain or otherwise process your information when you (whether you are a person or business) create a Dutch account through Dutch's website, applications (including, without limitation, the Dutch mobile application (the "Dutch App") and any APIs), the Dutch Platform, and other services (collectively, "Services").

This Privacy Notice applies to your use of our Services, and covers information collected in connection with your access to and use of our Services. Please read this Privacy Notice carefully. By continuing to interact with our Services, you are consenting to the practices described in this Privacy Notice.

Our Privacy Notice explains:

- What information we collect about you
- How we use your information
- How we share your information
- How long we retain your information
- Cookies and other similar technologies
- Third party advertising and analytics
- Your choices
- Security
- Storage and processing
- Changes to this privacy notice
- Contact

INFORMATION WE COLLECT ABOUT YOU

We need to collect certain information about you to provide you with the Services or the support you request. The type of information we collect can vary depending on the country from which you access our Services. Additionally, you can choose to voluntarily provide information to us.

Information You Provide

We collect information you provide when sign up for a Dutch account, communicate with us, answer our surveys, upload content, or otherwise use the Services. Such information includes:

Users:

Identification information. Your name, phone number, and birthdate, and authentication credentials (for example, information you use to login to your account).

Contact information.

Transaction information. When you use our Services to process receipts, we store this information so that you may access it from any device so long as you have your account credentials.

Other information you provide. Information that you voluntarily provide to us, including your survey responses, participation in contests or promotions, specific information you provide to us, suggestions for improvements, referrals, or any other actions performed on the Services.

We may share information about you as follows:

With Third Parties

With third parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf (e.g., fraud prevention, identity verification, and fee collection services), as well as financial institutions, payment networks, payment card associations, and other entities in connection with the Services.

With third parties that run advertising campaigns, contests, special offers, or other events or activities on our behalf and in connection with our Services.

Business Transfers and Corporate Changes

To a subsequent owner, co-owner, or operator of one or more of the Services; or

In connection with (including, without limitation, during the negotiation or due diligence process of), a corporate merger, consolidation, or restructuring; the sale of substantially all of our stock and/or assets; financing, acquisition, divestiture, dissolution of all or a portion of our business, or other corporate change.

Safety and Compliance with Law

If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from tax authorities, law enforcement agencies, etc.); (ii) to enforce or comply with our terms of service or other applicable agreements or policies; (iii) to protect our or our customers' rights or property, or the security or integrity of our Services; or (iv) to protect us, users of our Services, or the public from fraud, harm, alleged or suspected prohibited or illegal activities.

With your Consent

With your consent. For example:

At your direction or as described at the time you agree to share;

When you authorize a third party application or website to access your information.

Aggregated and Anonymized Information

We also may share (within our group of companies or with third parties) aggregated and anonymized information that does not specifically identify you or any individual user of our Services.

HOW LONG WE RETAIN YOUR INFORMATION

We generally retain your information as long as reasonably necessary to provide you the Services or to comply with applicable law. However, even after you deactivate your account, we can retain copies of information about you and any transactions or Services in which you may have participated for a period of time that is consistent with applicable law, applicable statute of limitations, or as we believe is reasonably necessary to comply with applicable law, regulation, legal process, or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our Services, to assist with investigations, to enforce our General Terms or other applicable agreements or policies, or to take any other actions consistent with applicable law.

COOKIES AND OTHER SIMILAR TECHNOLOGIES

We use various technologies to collect information when you access or use our Services, including placing a piece of data, commonly referred to as a “cookie,” or similar technology on your device and using web beacons. Cookies are small data files that are stored on your hard drive or in your device memory when you visit a website or view a message. Among other things, cookies support the integrity of our registration process, retain your preferences and account settings, and help evaluate and compile aggregated statistics about user activity. We may begin collecting information about you or from activity on devices you use as soon as you use our Services. By using our Services, you permit us to collect and use your information from activity on devices you use in accordance with this Privacy Notice. For more information and to learn how to block or delete cookies used in the Services, please see below.

Certain cookies we use last only for the duration of your web or application session and expire when you close your browser or exit the application. Other cookies are used to remember you when you return to use the Services and, as such, will last longer.

We may also use cookies to:

Remember that you have visited us or used the Services before. This allows us to identify the number of unique visitors we receive, so that we can provide enough capacity to accommodate all of our users.

Collect data about the way you interact with our Services (e.g., when you use certain features or upload attachments).

Customize elements of the promotional layout and/or content of our Services.

Allow our business partners (including third parties) to use these tracking technologies to track your behavior on our behalf on our Platform (including when you use multiple devices) and on partner websites.

Enable third parties to collect data about the way you interact across sites outside of our Services.

Collect anonymous statistical information about how you use the Services (including the length of your web or application session) and the location from which you access the Services, so that we can improve the Services and learn which elements and functions of the Services are most popular with our users.

Some of the cookies used in the Services are set by us, and others are set by third parties who deliver services on our behalf.

Most web and mobile device browsers are set to automatically accept cookies by default. However, you can change your browser settings to prevent automatic acceptance of cookies, or to notify you each time a cookie is set.

You also can learn more about cookies by visiting <http://www.allaboutcookies.org>, which includes additional useful information on cookies and how to block cookies on different types of browsers and mobile devices. Please note, however, that by blocking or deleting cookies used in the Services, you may not be able to take full advantage of the Services.

We also may collect information using web beacons. Web beacons are electronic images that may be used in our Services or emails. We may use web beacons to deliver cookies, track the number of visits to our website and apps, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon.

THIRD-PARTY ADVERTISING AND ANALYTICS

We can use third-party service providers to provide site metrics and other analytics services. These third parties can use cookies, web beacons, and other technologies to collect information, such as your IP address, identifiers associated with your device, other applications on your device, the browsers you use to access our Services, webpages viewed, time spent on webpages, links clicked, and conversion information (e.g., transactions entered into). This information can be used by Dutch and third-party service providers on behalf of Dutch to analyze and track usage of our Services, determine the popularity of certain content, and better understand how you use our Services. The third-party service providers that we engage are bound by confidentiality obligations and other restrictions with respect to their use and collection of your information.

This Privacy Notice does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies, which are covered by such third parties' privacy policies. For more information, we encourage you to check the privacy policies of these third parties to learn about their privacy practices. For more information about targeted advertising specifically, please visit <http://www.aboutads.info/choices>.

Examples of our third-party service providers to help deliver our Services or to connect to our Services include:

Google Analytics: We use Google Analytics to understand how our Services perform and how you use them. To learn more about how Google processes your data, please visit <https://www.google.com/policies/privacy/>. To opt out of Google Analytics please visit <https://tools.google.com/dlpage/gaoptout>.

Facebook: We use Facebook to advertise and market our services, and to enable our customers to market their services. To learn more about how Facebook uses your data please visit <https://www.facebook.com/help/325807937506242/> or log on to you Facebook account and access your settings. To understand more about Facebook advertising please see <https://www.facebook.com/about/ads>.

BugSnag and Crashlytics: We use Bugsnag and Crashlytics monitoring apps to monitor errors that impact customers and report diagnostic data to us so we can improve our Service and help to make sure they work when you need to use them. Please visit

<https://docs.bugsnag.com/legal/privacy-policy/> to learn more about how Bugsnag processes your data and <https://fabric.io/terms> to learn more about how Crashlytics processes your data.

Amplitude: We use Amplitude to monitor our Services and understand your use of them. Please visit <https://amplitude.com/privacy> to learn how Amplitude uses your data.

These third party service providers make use of cookies to implement their services.

YOUR CHOICES

Personal Information

You may access, change, or correct information that you have provided by logging into your Dutch account at any time or by making a request to us using the contact details below, in which case we may need to verify your identity before granting access or otherwise changing or correcting your information.

Deactivating Your Account

If you wish to deactivate your Dutch account, you may do so by logging into your Dutch account or by emailing us using the contact details provided below.

California Privacy Rights

California law permits residents of California to request certain details about our disclosure of your personal information by us to third parties for direct marketing purposes during the immediately preceding calendar year. If you are a California resident and would like to request this information, please contact us at the address listed below.

SECURITY

We take reasonable measures, including administrative, technical, and physical safeguards, to protect your information from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. Nevertheless, the internet is not a 100% secure environment, and we cannot guarantee absolute security of the transmission or storage of your information. We

hold information about you both at our own premises and with the assistance of third-party service providers.

STORAGE AND PROCESSING

We may, and we may use third-party service providers to, process and store your information in the United States, Canada, Japan, and other countries.

CHANGES TO THIS PRIVACY NOTICE

We may amend this Privacy Notice from time to time by posting a revised version. We will provide you with reasonable prior notice of material changes in how we use your information, including by email, if you have provided an email address. If you disagree with these changes, you may cancel your account at any time. Your continued use of our Services constitutes your consent to any amendment of this Privacy Notice.

CONTACT

Please contact our Privacy Department with any questions or concerns regarding this Privacy Notice.

Dutch Labs Inc.
400 Clementina St. Unit 411
San Francisco, CA 94103, U.S.A.
hello@trygoingdutch.com

If you have any questions or concerns regarding our notice, or if you believe our notice or applicable laws relating to the protection of your personal information have not been respected, you may file a complaint with our Privacy Department listed above, and we will respond to let you know who will be handling your matter and when you can expect a further response. We may request additional details from you regarding your concerns and may need to engage or consult with other parties in order to investigate and address your issue. We may keep records of your request and any resolution.

Terms of Service

SECTION 23 BELOW ENTITLED "BINDING INDIVIDUAL ARBITRATION" CONTAINS A MANDATORY ARBITRATION PROVISION. IT AFFECTS HOW DISPUTES WITH Dutch ARE RESOLVED. BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.

The following terms of service (the "TOS") are a legal agreement between you ("you," "your") and Dutch, Inc. (d/b/a Dutch) (collectively referred to herein as "Dutch", "us", "our" or "we") and govern your use of Dutch's services, including our website located at <https://www.tryDutch.com> (our "Website"), mobile apps, software, other online areas owned or operated by us, and other

products and services provided by us (collectively, the "Services"). By accessing and/or using any of the Services and/or Website you agree to these TOS, the Privacy Policy and any policies referenced within ("Policies"), including terms that limit our liability (see Section 19) and require individual arbitration for any potential legal dispute (see Section 23). You also agree to any additional terms applicable to specific to Services and/or features that are a part of, or may be from time to time, made a part of, our Services (collectively, the "Additional Terms"). Subject to applicable law, the Additional Terms and Policies are a part of these TOS and are expressly incorporated herein by this reference. If you do not agree to any of these TOS, you must cease use of the Website or the Services.

1. PRIVACY

You agree to Dutch's Privacy Policy, which explains how we collect, use, and protect the personal information you provide to us.

2. Dutch ACCOUNT REGISTRATION

You must open an account with us (a "Dutch Account") to use the Services. During registration we will ask you for information, including your name, email and other personal information. You must provide accurate and complete information in response to our questions and keep that information current. In order to create your Dutch Account you will be required to select a password. Please choose a strong password and do not reveal your password to others. You agree that you are responsible for keeping your password confidential and secure, and further understand that you are solely responsible and liable for any activities that occur under your Dutch Account. We reserve the right to suspend or terminate the Dutch Account of any user who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

3. REVISIONS, DISCLOSURES AND NOTICES

We may amend the TOS or our Policies, at any time with notice that we deem to be reasonable in the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of our Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section 22) that arose before the changes will be governed by the TOS or Policies in place when the Dispute arose.

4. DUTCH SERVICES

Dutch provides advertising and marketing services to independently operated restaurants ("Restaurants") on our Website and through our Services. Dutch is not the retailer of any products offered by Restaurants.

The Restaurants are solely responsible for complying with all applicable laws, rules and regulations and standards, including but not limited to those pertaining to the preparing, sale of, marketing, and packaging all products ordered through Dutch, and updating their menu and menu prices. Each Restaurant is solely liable for the quality, safety, and freshness of its products, and Dutch does not verify the credentials, representations, products, services or prices offered by the Restaurants, and does not guarantee the quality of the product or services, or that any Restaurant or Restaurant product service complies with applicable laws. Dutch will not be liable or responsible for any products or services provided by Restaurants that are a cause of injury or that are unacceptable to or do not meet your expectations in any manner.

5. ACCOUNT ACCESS

By agreeing to these TOS, you represent and warrant to us: (a) that you are at least eighteen (18) years old; (b) that you have not previously been suspended or removed from the Service; (c) you are eligible to register and use the Services and have the right, power and ability to enter into and perform under these TOS; and (d) you will not use the Services, directly or indirectly for any fraudulent undertakings in any manner and your use of the Services will be in compliance with these TOS and applicable Additional Terms. If you are using the Service on behalf of an entity, organization or company, you represent and warrant that you have authority to bind the organization to these TOS and you agree to be bound by these TOS on behalf of that organization.

6. LIMITATIONS ON USE AND RULES OF CONDUCT

By using the Website and Services, you agree not to:

use the Services for commercial purposes or in any way that is unlawful, or harms us or any other person or entity;

use any information obtained from the Website or the Services in order to contact, advertise to, solicit, or sell to any user or restaurant;

upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

stalk, harass, threaten or harm another;

pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another subscriber, a Dutch employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (including creation of additional accounts after termination by us for violation of the TOS);

engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
access or monitor any material or information on any Dutch system using any manual process or robot, spider, scraper or other automated means;
perform or attempt to perform any actions that would interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
plan or engage in any illegal activity; and/or
gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

We cannot and do not assure that other users are or will be complying with the foregoing limitations on use and rules of conduct or any other provisions of these TOS, and, as between you and us, you assume all risk of harm or injury resulting from any such lack of compliance.

Violations of any of these TOS may result in termination of your account. We reserve the right to modify these limitations on use and rules of conduct in accordance with Section 3.

7. CONTENT AND SUBMISSIONS

With the exception of Submission (defined below) all information, materials, functions and other content ("Content") contained on the Services are owned by or licensed to Dutch and are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, slogans, service marks, trade names, logos, and trade dress are proprietary to us and/or our licensors or licensees. We may change the Services or delete Content or features at any time, in any way, for any reason.

Except as we specifically agree in writing, no Content from the Services may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Services, not even as part of a derivative work. Using our Content for any other purpose, including but not limited to "re-mailing" or high-volume or automated use of the Services or using any of our Content on any other website or networked computer environment, is a violation of our copyright and other proprietary rights and is strictly prohibited.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TOS WILL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, SLOGANS, SERVICE MARKS, TRADE NAMES, TRADE DRESS OR OTHER PROPRIETARY RIGHTS IN THE SERVICES OR CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY NOR TO AUTHORIZE YOU TO CREATE DERIVATIVE WORKS BASED ON THE CONTENT.

In these TOS, we use the word "Submissions" to mean text, messages, ideas, concepts, pitches, suggestions, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, characterizations, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively, "Distribute") on or through the Services.

You agree that any Submissions you make is not being made in confidence or trust and may not be private communications and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type. Accordingly, we, our licensees, distributors, agents, representatives and other authorized users will be entitled to use and disclose all Submissions, and we will not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

We may provide you an area, site or feature as part of any Services that offers the opportunity for users to Distribute Submissions for viewing by one or more Services' users, including a chat area, message board or social community environment ("Public Forum"). We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

Subject to applicable law, you are and will remain solely responsible for the Submissions you Distribute on or through any Services under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same.

We reserve the right to screen, refuse to post, remove, modify, edit, store and/or review Submissions at any time and from time to time and for any or no reason including, without limitation, to ensure that the Submissions conforms to the rules of conduct, in our absolute and sole discretion without prior notice.

You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Dutch is not responsible or liable for nor do we endorse in any way any Content provided by others and has no duty to pre-screen such Content.

8. LICENSES AND REPRESENTATIONS

You grant us and our licensees, distributors, agents, representatives and other authorized users, a non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license for an indeterminate period (or for such maximum period permitted by applicable law) under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual and industrial property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on the Site, on third party websites, on our broadband and wireless platforms, products and services, on physical media) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "Submissions License").

By communicating a Submission, you represent and warrant that the Submission and your communication thereof conform to these TOS and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these terms of use (including the Submissions License).

To the extent that we solicit Submissions through features or activities on or through the Services (including games, sweepstakes, contests, promotions, and Public Forums that require the use of our copyrighted works (in whole or in part), we grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating your Submissions); provided that such license will be conditioned upon your assignment of all rights in the work you create to us. If such rights are not assigned to us, your license to create derivative works using our copyrighted works (in whole or in part) will be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

9. REFERRAL PROGRAMS

From time to time, we may offer referral programs or incentives for inviting others to use the Service (a "Referral Program"). Any credits or incentives under such Referral Program will be subject to the then current Referral Program terms and at our sole discretion, which can be found here.

10. ADDITIONAL OBLIGATIONS OR TERMS OF USE

Particular components or features of our Service, provided by us and/or our licensors, may be subject to separate software or other license agreements or terms of use. You must read,

accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service. Dutch is not responsible for the performance of any third party services.

11. COMMUNICATIONS

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, reminders, and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You may also opt-out of text messages from Dutch at any time by texting STOP to the number in your transactional text message. You acknowledge that opting out of receiving communications may impact your use of the Services.

12. FEES

You agree to pay all charges, including gratuities, fees and taxes, and any part thereof, when you purchase, use, or participate in a Service from Dutch. All fees are exclusive of applicable taxes, unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the services provided to you. Dutch may change the fees for the Service at any time. Cancellations are subject to our cancellation policy, posted here.

13. CREDIT CARD OR OTHER PAYMENT SERVICE AUTHORIZATION

You may be asked to provide us with a credit card number from a card issuer or other payment information that we accept in order to activate and/or pay for any fees related to the Service. We may seek pre-authorization of your credit card or other payment information prior to a purchase to verify that the credit card or payment information is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

14. TERMINATION

You may terminate your account and/or stop using the Service at any time. To terminate your account see your account settings. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these TOS). Termination of your account will not relieve you of any obligation to pay any accrued fees or charges. We may at any time, under any circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Any such termination or

suspension will be made by us in our sole discretion, without any refund to you of any prepaid fees or amounts, and we will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service.

15. EFFECT OF TERMINATION

Upon termination of your account you lose all access to the Service and any portions thereof, including, but not limited to, your Dutch Account. In addition, Dutch may delete all information and data stored in or as a part of your account(s) including, but not limited to, data files, email, preferences and Submissions. Any individual components of the Service that you may have used subject to separate agreement will also be terminated in accordance with such separate license.

16. LINKS

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other websites, resources or Content. Because Dutch may have no control over such third party sites and/or materials, Dutch is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and will in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that Dutch will not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DUTCH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, DUTCH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE VOUCHERS OR OTHER ITEMS PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DUTCH OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DUTCH AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF DUTCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) ANY CHANGES MADE TO THE SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICES OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICES; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL DUTCH'S LIABILITY IN CONNECTION WITH ANY SERVICE, INCLUDING ANY VOUCHER, EXCEED THE AMOUNT PAID FOR ANY SUCH SERVICE BY YOU.

19. INDEMNITY

You will defend, indemnify and hold Dutch, its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors harmless from and against any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) your violation of any third-party right, including without limitation any right to privacy, publicity rights or Intellectual Property Rights, including Submissions you Distribute through the Services; (b) your wrongful or improper use of the Services; (c) any actual or alleged breach of your representations, warranties, and obligations set forth in these TOS; (d) your violation of any rights of another; and (e) your violation of any law, rule or regulation of the United States or any other country. This obligation will survive the termination or expiration of these TOS and/or your use of the Services. You are responsible for all use of the Services using your account, and that these TOS apply to any and all usage of your Member Account. You agree to comply with these TOS and to defend, indemnify and hold harmless Dutch from and against any and all claims and demands arising from usage of your Member Account, whether or not such usage is expressly authorized by you.

20. WAIVER

You acknowledge and agree that the seller of any food or beverage the applicable Restaurant and, that as the seller, the Restaurant will be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by you, caused in whole or in part by the Restaurant, as well as for any unclaimed property liability arising from unredeemed orders or portions thereof. You waive, and release Dutch and its officers, directors, employees and agents from, any claim, liabilities, damages, or injury arising from or related to any act or omission of a Restaurant in connection with the goods provided in connection therewith and/or as it relates to compliance with applicable laws.

In connection with the foregoing release, you waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) 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."

21. DISPUTES

"Disputes" are defined as any claim, controversy, or dispute between you and Dutch, its partners (or their respective affiliates, agents, directors, or employees) including any claims relating in any way to these TOS, any Additional Terms, or the Services, or any other aspect of our relationship.

22. BINDING INDIVIDUAL ARBITRATION

You and Dutch agree to arbitrate any and all Disputes by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST Dutch. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). All Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) according to this Section and the applicable arbitration rules for that forum. The Federal Arbitration Act, 9 U.S.C. §§ 116, fully applies. Any arbitration hearing will occur in San Francisco, California, or another mutually agreeable location. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. We will pay all the arbitration fees due to the American Arbitration Association for any Dispute. If you prevail on any claim for which you are legally entitled to

attorney's fees, you may seek to recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Dutch also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings will be brought in, and you consent to, the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or federal court for the Northern District of California.

23. GOVERNING LAW

These TOS and any Dispute will be governed by California law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles.

24. LIMITATION ON TIME TO INITIATE A DISPUTE

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

25. ASSIGNMENT

These TOS, and any rights and licenses granted hereunder, may not be transferred or assigned by your and any attempted transfer or assignment will be null and void.

26. GENERAL

These TOS and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and Dutch regarding the Services. In the event of a conflict between these TOS and any other Dutch agreement or Policy, these TOS will prevail and control the subject matter of such conflict. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these TOS or Additional Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. The failure of Dutch to exercise or enforce any right or provision of these TOS will not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in these TOS, there will be no third-party beneficiaries to these TOS.