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Access

We may provide you with a variety of resources, such as news and information about Whats On The Menu, your account information. We reserve the right in our sole and absolute discretion to terminate, modify, or suspend your access to the Website, Content or Services at any time (for any reason, or for no reason). In particular, and without limitation, we may terminate, modify, or suspend your access to the Website, Content and/or Services upon your non-compliance with these Terms of Use, and, if you are a distributor of, Whats On The Menu your Application and Agreement (the "Whats On The Menu Agreement") or if you violate our rights or the rights of any other party.

Our Privacy Policy is incorporated into, and made a part of, these Terms of Use.

Conduct

You represent and warrant that (a) you are at least 18 years of age, (b) your use of the Website and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Website, (c) all information (if any) provided by you to us is correct, (d) you possess the legal right and ability to enter into these Terms of Use, (e) your use of the Website and Content shall be in accordance with these Terms of Use, (f) your use of the Website and Content shall be in accordance with all applicable laws and regulations, (g) you are capable of assuming, and do assume, any risks related to the use

of the Website and Content, and (h) you understand and accept the terms, conditions and risks relating to the use of the Website and Content.

You may not copy, transmit, distribute, sell or publish any or all of the Website, Content or Services, without our prior, express and written consent. In your use of the Content, such as printing it, you may not remove or alter, or cause to be removed or altered, any notice, mark, or legend in or on the Content, including, but not limited to, copyright notices, trademarks, and disclaimers. You may not create derivative works of the Website or Content. In connection with your access to, and/or use of, the Website and Content, you agree not to:

- Use the Website, Content or Services, in whole or in part, except as expressly provided in these Terms of Use or use the Website or Content for any purpose that is unlawful, immoral, or prohibited by these Terms of Use or any applicable local, state, or federal law, rule, or regulation;
- Use the Website, Content or Services in any manner that could damage, disable, overburden, or impair the Website, Content or Services, or interfere with any other party's use and enjoyment of the Website, Content or Services;
- Obtain, or attempt to obtain, any materials, information, or other Content through any means not intentionally made available or provided for through the Website;
- Circumvent, or attempt to circumvent, any security feature of the Website;
- Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever;
- Upload, e-mail or otherwise transmit to or through the Website or Services, any advertising, promotional, or other unauthorized communication, including, without limitation, "junk mail," "surveys," unsolicited e-mail, "spam," "chain letters," or "pyramid schemes";
- Upload, post, email, or otherwise transmit any material that contains "Trojan horses," "worms," software viruses, or any other computer code, files, or programs designed to or that might interrupt, destroy, interfere or limit the functionality of the Website, Content or Services, or any computer software or hardware or telecommunications equipment;
- Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of our databases;
- Incorporate data from any of our databases into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

As a founder or co-founder, you are expected to uphold and positively represent the values and reputation of the company. Maintaining strong, respectful relationships with fellow club members and considering the interests of our partner organizations is essential.

The founder role functions autonomously within the broader organizational structure and does not confer any ownership rights to What's on the Menu Club. Likewise, What's on the Menu Club does not possess ownership rights over the founder position. The role is designed to operate independently within a matrix system.

Founders may transfer or sell their independent position, provided that the opportunity is first presented to the other founders at a predetermined price.

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appropriate remedy. Further, if you become compelled to disclose any of the Proprietary Information, you must disclose only that portion of the Proprietary Information you are legally required to disclose as confirmed by a legal opinion of your counsel at your expense. Upon our request, you shall return all materials containing Proprietary Information.

Indemnification

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, "our Affiliated Parties") harmless from any liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys' fees, related to your (a) failure to comply with any of these Terms and Conditions or (b) use of the Website or Content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms and Conditions, the Website, or your access to or use of the Website or Content.

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We are not responsible or liable for maintaining any consumer data or for the deletion, corruption, destruction, damage, loss or failure of any consumer data or for any third party access to any consumer data.

We make no warranty or representation as to the level of success, if any, individuals may achieve by using any of our products or services. Individual results may vary and depend on many factors including an individual's specific financial situation, efforts and actions. You should seek

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Use of Services

By way of example, and not as a limitation, you agree that when using our Content, Services or any other portion of the Website, you will not:

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- (i) Modify, delete, decompile, disassemble or reverse engineer the Website,
 Content or Services in any way whatsoever;
- o (ii) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (iii) Use the Services except as expressly provided in these Terms of Use or publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website or Content to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- (iv) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- o (v) Upload files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of another's computer;
- o (vi) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Service specifically allows such messages;
- (vii) Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- o (viii) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- (ix) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;
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- (xii) Harvest or otherwise collect information about others, including, but not limited to, e-mail addresses, without their prior, express, and written consent;
- o (xiii) Violate any applicable laws, rules or regulations;
- o U.S. Treasury Department's list of Specially Designated Nationals; or
- o (xv) Share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.

We have no obligation to monitor the Services, the Website or Content. However, we reserve the right to review materials posted to a Service and to remove any materials in our sole discretion. We assume no liability relating to our monitoring acts or omissions. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, rule, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in our sole discretion.

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Linking to our corporate site

If you are a distributor of, whats on the menu you are granted a limited, non-exclusive right to create a hypertext link to the website from the self-replicating website we provide to you, provided such link is in compliance with these terms of use, modification We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these terms of use at any time. You should read these terms of use periodically for changes. If you use the website after we post changes to these terms of use, you will be deemed to have accepted the changed terms of use.

Governing law

These terms of use shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, without regard to conflicts of law principles. Any cause of action by you with respect to the website must be instituted within two years after the cause of action arose or be forever waived and barred. Any legal action concerning these terms of use shall be brought in the state and federal courts located in Seminole county, Florida. The parties hereby consent to such jurisdiction and venue.

Relief available for violation

In the event of an actual or threatened violation of these terms of use, these terms of use may be enforced by injunctive relief or specific performance without proof of actual damages but upon

proof of all other requirements for the grant of such relief, in addition to any and all other available remedies.

Miscellaneous

The provisions of these terms of use are severable, and in the event any provision of these terms of use is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. Our waiver of a breach of any provision of these terms of use by you shall not operate or be construed as a waiver by us of any subsequent breach by you.

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A printed version of these terms of use and of any notice given in electronic form shall be admissible in arbitration or any judicial or administrative proceedings based upon, or relating to, these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these terms of use and all related documents be drawn up in english as spoken in the united states.

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