



Terms of use

Effective: January 1, 2020

HADOM! We're happy you're here, and we can't wait to send drinks and happiness to you and your friends. But before you use our Platform, please read these Terms of Use carefully.

Hadam Enterprises, LLC, and its subsidiaries and affiliates ("HADOM," "we," "our," or "us") own and operate certain websites, including related subdomains; our mobile, tablet and other smart device applications; application program interfaces; in-store kiosks or other online services; other tools, technology and programs (collectively, the "Platform") and all associated services (collectively, the "Services"); in each case, that reference these Terms of Use.

These Terms of Use (the "Agreement") constitute a contract between you and us that governs your access and use of the Platform and Services. What does that mean? It means that by accessing and/or using the Platform or our Services, or by clicking a button or checking a box marked "I Agree" (or something similar), you agree to all the terms and conditions of this Agreement. If you do not agree, do not use the Platform or Services. As used in this Agreement, "you" means any visitor, user, or other person who accesses our Platform or Services; whether or not such person registered for an Account (as defined below). Unless otherwise agreed by HADOM in a separate written agreement with you or your authorized representative, the Platform is made available solely for your personal, non-commercial use.

IMPORTANT: PLEASE REVIEW THE "DISPUTE RESOLUTION" SECTION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE ALL DISPUTES WITH HADOM THROUGH BINDING INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND HADOM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST HADOM. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

ABOUT HADOM

HADOM is a virtual marketplace Platform that connects bar goers with third-party buyers. You may order drinks through the Platform to be delivered to an individual at participating partner bars.

HADOM is not a bar or drink preparation entity. The Bars available on our Platform operate independently of HADOM. Bars are required to comply with federal, state, and local laws, rules, regulations, and standards pertaining to the preparation, sale, and marketing of food, including, without limitation, food preparation and safety and menu disclosure. HADOM is not liable or responsible for Bars' food preparation or safety and does not verify their compliance with all applicable laws. In addition, HADOM does not guarantee the quality of what the Bars sell, nor does it guarantee the services provided by them, including, without limitation, in those cases where they provide the delivery services or engage another third-party delivery service. HADOM does not independently verify, and is



not liable for, representations made by Bars regarding their food, including, without limitation, any menu- or Bar-level descriptors or disclosures.

HADOM is not a delivery company or a common carrier. Some deliveries are provided by HADOM's network of independent delivery service providers ("Delivery Partners"). Delivery Partners have entered into agreements with HADOM which require them to comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, traffic laws, requirements of the applicable motor vehicle agency, and applicable insurance requirements. By accessing the Platform, you agree and acknowledge that Delivery Partners are solely responsible for, and HADOM shall not be liable or responsible for, the delivery services provided to you by any Delivery Partner or any subcontractors of Delivery Partners, or any acts, omissions, errors or misrepresentations made by any Delivery Partner.

USING HADOM

You may only create and hold one account on each of the separately branded properties on the Platforms (each, an "Account") for your personal use. You may have another Account if you are using the Platform for business purposes, including as part of an enterprise Account, pursuant to a separate agreement with HADOM. In consideration of the use of the Platform and the Services, you agree that you are able to create a binding legal obligation with HADOM, and you also agree to: (a) provide true, accurate, current, and complete information about yourself, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current, and complete.

The Platform may permit you to make purchases without an Account or without logging in to your Account (e.g. on our in-store kiosks). If you make a purchase in this manner, we may create an Account for you based on the information you provide to us in connection with the transaction (e.g., your payment information, name, phone number, email address, and other transaction information). If you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Platform, and your parent or legal guardian must read and agree to this Agreement prior to your using the Platform. Notwithstanding the foregoing, you are not authorized to use the Platform or otherwise access the Services if you are under the age of 13. If you are using the Platform on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this Agreement and you agree to be bound by this Agreement on behalf of that entity, organization, or company. If you provide any information that is untrue, inaccurate, not current or incomplete, including, without limitation, having an invalid or expired payment method on file, or if HADOM has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, HADOM has the right to block your current or future use of the Platform and/or the Services (or any portion thereof) and/or terminate this Agreement with you. If your Account is cancelled for any or no reason, you may forfeit any pending, current, or future account credits, Perks (defined below) or other promotional offers, and any other forms of unredeemed value in or associated with your Account without prior notice to you.

You are responsible for maintaining the confidentiality and security of your Account including your password and, if applicable, any password for Facebook, Google, or other third party login. You are also responsible for all activities or any other actions that occur under or that are taken in connection with your Account. You agree to: (a) immediately notify HADOM of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including, without limitation, loss, theft, or unauthorized disclosure of your password or credit card information; and (b)



ensure that you exit from your Account at the end of each session. HADOM will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with (a) and/or (b) or for any acts or omissions by you or someone else who is using your Account and/or password.

OUR ALCOHOLIC BEVERAGES POLICY

If you place an order for an alcoholic beverage, you represent and warrant that you are at least 21 years of age. You also agree that our Bar Partners may withhold delivery of the alcoholic beverages if the recipient of the order appears intoxicated. If you do not comply with these terms, you agree that the alcoholic beverage(s) will not be released to the recipient, and you may forfeit the cost of such beverages.

PAYMENT AND OUR CREDIT POLICY

Certain features of the Platform, including, without limitation, the placing or receipt of orders, may require you to make certain payments, including commissions or other fees. When paid by you, these payments are final and non-refundable, unless otherwise determined by HADOM. HADOM, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

HADOM will charge, and you authorize HADOM to charge, the payment method you specify at the time of purchase. If you pay any amounts with a credit card, HADOM may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has credit available for your intended purchase. In the event HADOM advances payment for any of your orders placed via the Platform (e.g., if you sign up for a corporate account), HADOM may separately send you invoices for payment of those advanced amounts. In the event that you fail to pay such invoices within thirty (30) days of the date of such invoice (the "Payment Due Date"), you grant HADOM the right, but not the obligation, to charge the credit card you provide with your Account at any time after any Payment Due Date, unless prohibited by law. Please note, you are unable to complete checkout with only gift card information. In all events, you are required to provide another form of payment to submit an order, even if this payment method is not charged. Also, if you are a campus user and you opt to pay for a purchase with your stored-value card, on certain campuses, (i) HADOM will charge such purchase to your stored-value card and will charge any applicable fees to either your credit card or other payment on file with us, and (ii) you agree that HADOM may be unable to refund a purchase to your stored-value card and may, in its discretion, provide a refund through an alternative method.

HADOM reserves the right to establish, remove, and/or revise prices, fees, taxes, and/or surcharges for any or all services or goods obtained through the use of the Services at any time, and further reserves the right to consolidate or otherwise incorporate fees and/or surcharges into the prices listed for bar food and beverage items. HADOM may also, in its sole discretion, make Perks or other promotional offers with different features and different rates available to any or all of our users. Unless made available to you, these Perks and promotional offers will have no bearing on your obligation to pay the amounts charged. For more information on these offers, please see the "Perks" section below.

The provider of Services is set forth herein. If you are a California resident, in accordance with Cal. Civ. 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 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

OUR MATERIALS AND LICENSE TO YOU

With the exception of Your Content (defined below), the Platform and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "Materials") is owned by or licensed to HADOM. The Platform and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other intellectual or proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Platform and except for the intellectual property of other companies that are displayed on the Platform, all intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to HADOM, including, without limitation, HADOM; HADOM for Work; HADOM for Bars; Have A Drink On Me; hadom.com, hadomenterprises.com, and haveadrinkonme.com trade dress. Accordingly, you are not authorized to download any content from the Platform, including, without limitation, the Materials, and if you do, HADOM will not be responsible in any way for any damage to your computer system or loss of data that results from such download. Please also be advised that HADOM enforces its intellectual property rights to the fullest extent of the law.

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform for your personal and noncommercial use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Platform. Any other use of the Platform is strictly prohibited. Nothing contained on the Platform and/or Materials should be interpreted as granting to you any license or right to use any of the Materials (other than as provided herein) and/or third-party proprietary content on the Platform without the express written permission of HADOM or the relevant third-party owner, as applicable. Any rights not expressly granted herein are reserved by HADOM and HADOM's licensors.

YOUR CONTENT AND CONDUCT

I. Your Conduct

By accessing the Platform or the Services, you agree:

- to comply with the Agreement and all applicable laws, rules and regulations in connection with your use of the Platform and Services, including, without limitation, laws regarding online conduct and Your Content (as defined below);
- not to use the Platform or Services for any commercial or other purposes that are not expressly permitted by this Agreement or in a manner that falsely implies our endorsement, partnership or otherwise misleads others as to your affiliation with us;
- not to access the Platform or Services using a third party's account/registration without the express consent of the Account holder and not to attempt to impersonate another user or person;
- not to avoid, bypass, remove, deactivate, impair, descramble, or attempt, through any means, to circumvent any technological measure implemented by HADOM to protect the Platform, or



otherwise attempt to gain unauthorized access to any part of the Platform and/or any Service, other Account, computer system, and/or network connected to any HADOM server;

- not to use the Platform or Services in any manner that could damage, disable, overburden, and/or impair the Platform, any HADOM server, or the network(s) connected to any HADOM server, and/or interfere with any other party's use and enjoyment of the Platform;
- not to advertise to, or solicit, any user, Bar, or other business to buy or sell any products or services, or use any information obtained from the Platform or the Services in order to contact, solicit, or advertise or sell to any user, Bar, or other business, in each case, unless specifically authorized in writing by HADOM;
- not to deep-link to or frame the Platform and/or access the Platform manually and/or with any robot, spider, web crawler, extraction software, automated process, and/or device or other means to scrape, copy, and/or monitor any portion of the Platform and/or any Materials and/or other content on the Platform, unless specifically authorized in writing by HADOM;
- not to conduct any scraping, indexing, surveying, data mining, or any other kind of systematic retrieval of data or other content from the Platform;
- not to create or compile, directly or indirectly, any collection, compilation, database, or directory from the Platform or Materials;
- not to create Bar reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Platform;
- not to copy, publish, or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
- not to harass, annoy, intimidate, or threaten any HADOM employees, contractors, or agents engaged in providing any portion of the Services;
- not to engage in any criminal or tortious activity, including, without limitation, fraud, spamming (including, without limitation, by email or instant message), sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or otherwise deleting the copyright or other proprietary rights notice from any of Your Content (as defined below) or from any portion of the Platform or the Services;
- not to rent, lease, redistribute, sell, sublicense, decompile, reverse engineer, disassemble, or otherwise reduce the Platform and/or the Materials, in whole or in part, to a human-perceivable form for any purpose, including, without limitation, to build a product and/or service competitive with the Platform and its Services; and
- not to disrupt, interfere with, or otherwise harm or violate the security of the Platform, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Platform or affiliated or linked sites (including, without limitation, those of our Bar).

You agree to comply with the above conduct requirements, and agree not assist or permit any person in engaging in any conduct that does not comply with the above conduct. Further, you agree that the consequences of commercial use or re-publication of Your Content or Materials from the Platform or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy, and that HADOM will be entitled to temporary and permanent injunctive relief to prohibit such use or activity without the need to prove damages.

II. Content You Provide

HADOM may provide you with interactive opportunities (i) on the Platform, including, without limitation, features such as user ratings and reviews, saved favorites, liked items and bookmarked Bars,



user profiles and pictures, as well as (ii) through other communications with you, including, without limitation, through text ("SMS") or multimedia ("MMS") messages (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings, photographs and/or other materials and/or content that you submit, upload, post, publish, and/or otherwise make available to HADOM through the Platform or otherwise in connection with your use of our Services, including, without limitation, information and materials provided or made available in connection with any Facebook, Google, or other third party login ("Your Content"). Your Content includes, without limitation, your username and/or other user profile information such as your ratings history and how long you have been a HADOM diner, textual, visual, or audio content and information, whether transmitted via the Platform, SMS or MMS message, or otherwise.

III. Use of Your Content

You grant HADOM an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sublicensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use Your Content in connection with HADOM's or its partners' or affiliates' business and in all forms of media now known or hereafter invented (collectively, the "Uses"). The Uses include, without limitation, use of your username and/or other user profile information such as your ratings history and how long you have been a HADOM diner, to attribute Your Content to you on the Platform, including in Interactive Areas and other public areas on our Platform, or otherwise in connection with our Services. All Uses will be made without notification to and/or approval by you and without the requirement of payment to you or any other person or entity. Further, if you provide any suggestions, input, or other feedback relating to the Platform or the Services we provide (collectively, the "Feedback"), HADOM shall have the right to freely and fully exercise and exploit the Feedback in connection with our business or the business of our partners or affiliates, without notice to, approval by, or compensation to you. Accordingly, you hereby grant HADOM a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license to all rights necessary to incorporate and use the Feedback for any purpose.

You further understand and agree that you may be exposed to third-party content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. HADOM and its parents, subsidiaries, affiliates, and each of their officers, directors, employees, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from any and all liability for the action of any and all third parties with respect to Your Content, or for any damages you allege to incur as a result of or relating to any third-party content.

IV. Conduct within Interactive Areas

By transmitting Your Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the Platform. We expect your cooperation in upholding our standards. You are responsible for all of Your Content. You agree that Your Content will not:

- be unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically, and/or otherwise objectionable;
- have a commercial, political, or religious purpose;



- be false, misleading, and/or not written in good faith;
- infringe any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- be illegal and/or promote illegal activity;
- contain unauthorized advertising and/or solicits users to a business other than those on the Platform; and/or
- be intended to interrupt, destroy, or limit the functionality or integrity of any computer software, hardware, or Materials on the Platform or other websites.

We do our best to encourage civility and discourage disruptive communication on the Platform. We also do our best to discourage communications that incite others to violate our standards. HADOM may monitor any and all use of the Platform, including, without limitation, interactions between our users; however, we are under no obligation to do so. We may manage the Platform in a manner intended to protect our property and rights and to facilitate the proper functioning of the Platform. If any of Your Content or conduct on our Platform violates our standards, or any other terms of this Agreement; or interferes with other peoples' enjoyment of the Materials or our Platform or Services; or is inappropriate in our judgment; we reserve the right, in our sole discretion and without notice to you, (i) to change, delete or remove, in part or in full, any of Your Content, and (ii) to terminate or suspend access to any Interactive Areas or any other part of our Platform. HADOM will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with Your Content.

V. Ratings and Reviews

The Platform and other Interactive Areas may allow you to rate (each, a "Rating") and post reviews (each, a "Review") of Bars. Such Ratings and Reviews are considered Your Content and are governed by the terms and conditions of this Agreement. Ratings and Reviews are not endorsed by HADOM, and do not represent the views of HADOM or of any affiliate or partner of HADOM. HADOM does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other aspects of Your Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had first-hand experience with the Bar within the 7-day period prior to your review; (2) you may not have a proprietary or other affiliation with either the Bar or any of its competitors; (3) you may not draw any legal conclusions regarding the Bars' products, services, or conduct; and (4) your review must otherwise comply with the terms of this Agreement. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Platform may be removed or excluded by us without notice.

COMMUNICATIONS & TEXT MESSAGES

By voluntarily providing your cell phone number to HADOM, you agree that HADOM may contact you by telephone, SMS, or MMS messages at that phone number, and you hereby consent to receiving such communications for transactional, operational, or informational purposes. You understand and consent that such messages may be sent using an automatic telephone dialing system. You may unsubscribe from receiving text messages from HADOM at any time. To revoke your consent to receiving SMS or MMS messages from HADOM, please follow the unsubscribe procedures described below.



When placing orders through the Platform, you may receive two or more order status messages from HADOM about each order. To unsubscribe from order-related messages, just reply "STOP" to the number sending the message. To resubscribe, text "START" to the same number from the phone number associated with your account. If you need assistance, text "HELP". Please note that unsubscribing from one of the branded properties in our Platform will not automatically unsubscribe you from another separately branded property in our Platform. For example, if you unsubscribe from HADOM order-related messages, you may still receive order-related messages when you place an order through Seamless, unless you also unsubscribe from Seamless order-related messages.

Additionally, you may receive messages from HADOM following receipt of a completed order soliciting feedback and/or other information relating to the order. You may unsubscribe from all such feedback messages by replying "STOP" to the number sending the feedback messages. To resubscribe, text "START" to the number sending the feedback messages using the phone number associated with your account. Please note that unsubscribing from such feedback texts will not prevent you from receiving texts from HADOM, the Bar, or your delivery person regarding your order or its delivery unless you also text "STOP" to the number sending the order-related messages, and even in such event, you may still receive individual texts from the Bar or your delivery person to enable successful delivery of your order.

You may also receive text messages in response to certain Customer Care requests. To unsubscribe from Customer Care messages, just reply to the message by texting "STOP" to the number sending the message.

If you unsubscribe from receiving text messages from HADOM through the process described above, you may continue to receive text messages for a short period while HADOM processes your request(s). If you change or deactivate the phone number you provided to HADOM, you have an affirmative obligation to update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive HADOM's standard SMS or MMS messages unless you also unsubscribe via the above procedures.

Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your mobile phone carrier for details. Your mobile phone carrier (e.g., T-Mobile, AT&T, Verizon, etc.) is not liable for delayed or undelivered messages. If you require assistance, please call our Customer Care team at 1-201-835-6253.

ADDITIONAL TERMS FOR MOBILE APPLICATIONS

We may make available software to access HADOM's websites, technology platforms, and related online and mobile services via a mobile device ("Mobile Applications"). To use any Mobile Application, you must use a mobile device that is compatible with that Mobile Application. HADOM does not warrant that any Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. HADOM hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Account on a mobile device owned or leased solely by you, for your personal use. You acknowledge that HADOM may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of any Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device



and agree to timely upgrade the Mobile Application in the event there is no automatic update. You further agree that the terms and conditions of this Agreement will apply to all upgrades to the Mobile Applications. Any third party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and HADOM or its third party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. HADOM reserves all rights not expressly granted under this Agreement with respect to the Mobile Applications and otherwise. If any Mobile Application is being acquired on behalf of the United States Government, then the following provision applies: The Mobile Application will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR § 227.7202 and FAR § 12.212, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Platform and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originate in the United States, and are subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Platform.

The following applies to any Mobile Application you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and HADOM, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price for the Apple-Sourced Software; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to HADOM as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to HADOM as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, HADOM, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and HADOM acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as it relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary as it relates to your license of the Apple-Sourced Software.



The following applies to any Mobile Applications you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that the Agreement is between you and HADOM only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) HADOM, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to HADOM’s Google-Sourced Software.

DISCLAIMER

THE PLATFORM, THE SERVICES, THE MATERIALS, AND ALL OTHER CONTENT ON THE PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM, WITH RESPECT TO THE SERVICES, THE PLATFORM, THE MATERIALS AND ALL OTHER CONTENT ON THE PLATFORM, ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HADOM DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, THE SERVICES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE PLATFORM WILL BE SECURE, UNINTERRUPTED, AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE PLATFORM, THE SERVICES, THE MATERIALS, AND/OR OTHER CONTENT ON THE PLATFORM ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. HADOM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE SERVICES, THE MATERIALS, AND/OR ANY OTHER CONTENT ON THE PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE SAFETY, QUALITY, AND/OR TIMING OF A DELIVERY ORDERED ON THE PLATFORM, AND/OR THE FOOD OR OTHER PRODUCTS DELIVERED. YOU (AND NOT HADOM) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE PLATFORM, THE SERVICES, THE MATERIALS, AND/OR OTHER CONTENT ON THE PLATFORM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

HADOM SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HADOM’S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HADOM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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LIMITATION OF LIABILITY



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GOVERNING LAW PROVISION (FOR EXAMPLE, TO THE EXTENT THAT YOUR RIGHTS AS A CONSUMER RESIDING IN NEW JERSEY ARE REQUIRED TO BE GOVERNED BY NEW JERSEY LAW).

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