

TERMS OF SERVICE

(last updated November 1, 2022)

FoodiePath (“we” or “us”) is pleased to welcome you on the FoodiePath website at www.foodiepath.com (collectively our “Website”). Please read these Terms and Conditions (the “Terms”), and please let us know if you have any questions. By using, visiting or browsing the Site, or by registering or signing up for an account with FoodiePath, you hereby accept, acknowledge and agree to be bound by these Terms and represent and warrant that you have the right, authority and capacity to enter into these Terms. If you do not want to abide by these Terms, we’ll have to respectfully part ways, and no hard feelings. This includes no use, visitation or browsing of the Site or creation of an account with FoodiePath.

Certain of the Services may be subject to additional terms and conditions specified by us from time to time. Your use of such is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. FoodiePath Marketplace

FoodiePath is an online marketplace that is run by a group of foodies without earning profit. FoodiePath is also not run as a company. Individuals (users) come here to purchase food & drink-related experiences or products (offerings) from providers (providers) they can’t find anywhere else. These offerings are provided by individuals, restaurants, bars, and other venues (partners).

FoodiePath offers a marketplace, it is not itself a Chef. The Service includes pricing assistance and content creation, but we are not a party to any purchase or sales transaction. We may also help facilitate the resolution of disputes between our Users and Providers, but FoodiePath has no control over and does not guarantee (a) the existence, quality, safety, authenticity, or legality of food items offered or sold on the Service; (b) the truth or accuracy of a Provider's content or listings on the Service; (c) the ability of a Provider to sell food items through the Service and deliver food items within required delivery windows; (d) the ability of Users to pay for food items purchased through the Service; or (e) that a User or Provider will actually complete a transaction, effectuate trouble-free pickup and shipping, or return a food item through the Service.

Each Provider is solely responsible for complying with all applicable laws, rules and regulations and standards, including but not limited to those pertaining to the preparation, sale, marketing, and packaging of all food items ordered through FoodiePath, and updating details and prices relating to the food items offered. Each Provider is solely liable for the quality, safety, and freshness of its products, and FoodiePath does not verify the credentials, representations, products, services or prices offered by any Providers, and does not guarantee the quality of the product or services, or that Providers or food items comply with applicable laws. FoodiePath will not be liable or responsible for any food items provided by Providers that are a cause of injury or that do not meet your expectations in any manner.

Once you have completed a booking on our website, you will need to send payment directly to the partner who is offering the service or product by the payment methods that are stated in the experience description. Once our partners receive payment, we will send you an email confirmation.

If your purchase involves alcohol, you must also present a valid ID, which shows that you are above the minimum legal drinking age of the applicable jurisdiction, before you are served alcohol or you take receipt of your purchase that involves alcohol.

FoodiePath reserves the right to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions as well as bar any FoodiePath user from making any or all purchases on FoodiePath.

Among offerings, purchases for Public Experiences are transferable. However, you should be aware that selling the offering (if a Public Experience) for greater than the listed price on FoodiePath, it may be illegal in your jurisdiction. If you purchase a FoodiePath offering on the secondary market, you do so at your own risk. FoodiePath is not responsible for forgeries or misrepresentations.

Unlawful resale (or attempted unlawful resale), counterfeiting or copying of a FoodiePath offering is grounds for the seizure and cancellation of such purchase and any other purchase that has been made by you, without compensation to you. In addition, FoodiePath reserves the right to restrict or deny purchasing privileges to anyone that FoodiePath determines to be, or has been, in violation of these Terms. Because FoodiePath does not guarantee the authenticity of FoodiePath offerings purchased from any third- party reseller (including but not limited to brokers or other FoodiePath users), FoodiePath recommends that you purchase offerings directly through FoodiePath. Offerings may not be used for advertising, promotions, contests or sweepstakes without the prior written consent of a duly authorized representative of FoodiePath or the applicable FoodiePath customer.

If you wish to purchase an offering, you will be asked by FoodiePath or a third party to supply certain information, including without limitation your name, contact information and dietary restrictions. You agree that all Personal Information that you provide to FoodiePath or such third party will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other payment mechanism) at the prices in effect when such charges are incurred, including any applicable service fees. You will also be responsible for paying any applicable taxes relating to the purchase. You represent and warrant that you have the legal right to use any credit card or other payment mechanism used in any purchase. By submitting such Personal Information, you grant FoodiePath the right to provide such Personal Information to a third party for the purposes of facilitating the completion of a purchase. Verification of Personal Information may be required prior to the completion of any purchase.

Descriptions or images of, or references to, offerings on the Site do not imply FoodiePath's endorsement of such offerings. FoodiePath does not warrant that descriptions or images of, or references to, experiences and items are accurate, complete, reliable, current or error-free. FoodiePath reserves the right, without prior notice, to change such descriptions, images or references.

2. Eligibility

FoodiePath's services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use this service only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for any and all activities.

You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by FoodiePath's policies as stated in the Agreement and FoodiePath's Privacy Policy.

To purchase an offering that includes alcohol, you must be at least 21 years of age to purchase or receive that offering. This also applies to consuming alcohol at an in-person experience.

3. Account

You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify FoodiePath of any unauthorized use of your password or any breach of security. You also agree that FoodiePath cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

You must keep your account information up-to-date and accurate at all times, including a valid email address.

You may not transfer or sell your FoodiePath account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement. FoodiePath's services are not available to temporarily or indefinitely suspended FoodiePath members.

FoodiePath reserves the right, in FoodiePath's sole discretion, to cancel unconfirmed or inactive accounts. FoodiePath reserves the right to refuse service to anyone, for any reason, at any time.

4. Electronic Communications

FoodiePath generally communicates with users by electronic means, including email, in accordance with our Privacy Policy.

Further, you hereby agree that all notices, disclosures, agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Restrictions

You, as well as any third party agree not to...

Be false, inaccurate or misleading

Infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy

Violate this Agreement, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)

Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including FoodiePath team members or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device

Be unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or is otherwise inappropriate as determined by us in our sole discretion;

Use the site to transmit unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming")

Use the site to transmit software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party

Include anyone's identification documents or sensitive financial information

Jeopardize the security of your or anyone else's Account

Copy or store any significant portion of the Content

You shall not take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure

Interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services

Bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services)

Run any form of auto-responder or “spam” on the Services

Use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site

Harvest or scrape any Content from the Services

Otherwise take any action in violation of our guidelines and policies

You shall not (directly or indirectly)...

Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction

Modify, translate, or otherwise create derivative works of any part of the Services

Copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder

You shall abide by all applicable local, state, national and international laws and regulations

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to satisfy any applicable law, regulation, legal process or governmental request, enforce these Terms of Service, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security or technical issues, respond to user support requests, or protect the rights, property or safety of us, our users and the public.

6. Privacy and Personal Information

Here at FoodiePath, we are committed to protecting the privacy of the Personal Information of FoodiePath users. Any information submitted on the Site is subject to our Privacy Policy, the terms of which are incorporated herein by reference.

7. Third-Party Websites

If you click on a link to a third-party website, you will leave the Site and go to the website you selected. We do not own or operate any third-party websites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through such third-party websites. The availability of these links on this Site does not represent, warrant or imply that we endorse any third-party

websites or any materials, opinions, goods or services available on them. Third-party materials accessed through or used by means of the third-party websites may also be protected by copyright and other intellectual property laws. These Terms do not apply to third-party websites. Before visiting a third-party website by means of this Site or a link located on this Site, FoodiePath Users should review such third-party website's terms and conditions, privacy policy and all other website documents, and inform themselves of the regulations, policies and practices of such third-party website. You agree that FoodiePath shall have no liability for, and you hereby release FoodiePath from any claims, damages, obligations, losses, liabilities, costs or expenses arising from, your use of any third-party website.

8. Guest Responsibilities

As a user who's purchased a Public Experience (guest), you represent that you possess the legal authority to enter into a contract, and will purchase Experiences or products only on behalf of yourself and / or another person for whom you have the legal authority to act as his or her agent.

When purchasing on behalf of another person, you agree that all references to "you" and "your" in these Terms of Use also refers to all persons on whose behalf you are making a purchase will comply with all local laws including participating in age-restricted events (e.g., be of legal age, which varies according to your location, to buy an Experience with alcohol)

Comply with the terms and conditions submitted on the Experience, including any Rules, without modification and without imposing any restrictions or additional charges or penalties that are not expressly stated in the Experience

Not solicit Hosts, Partners or other Guests for any commercial, religious or other reasons

Not publish, discuss, or otherwise share the private addresses of experiences with non-guests of that experience

Arrive on time and at the stated location for redemption of the purchased experience (reschedules in such cases are not guaranteed)

Guest agrees and acknowledges that a Host may refuse to provide an Experience or products for violation of the Rules without refund, or for any or no reason upon refunding the amount paid.

Relationship between Guests and Hosts

If you are a Guest, you agree to be bound by all Experiences that occur based upon false or inaccurate information, even if the false or inaccurate information was provided accidentally.

If you are a Partner you agree to be bound by all Experiences that occur based upon false or inaccurate information, even if the false or inaccurate information was provided accidentally.

9. Partner Responsibilities

Partners are solely responsible for their Experiences and for complying with all laws, rules, and regulations that apply to their Experiences.

In the event that licenses, insurance, permits, or registrations are needed for an Experience, Partners are solely responsible for obtaining such licenses, insurance permits, or registrations.

Partners are also solely responsible for ensuring that the services described on the Experiences listing are delivered as described and in an accurate and satisfactory manner.

If Partner has denoted an experience as in-person, Partner must host the experiences in person

If Partner has denoted an experience as online, Partner must host the experience online

In all of the above cases, we do not allow any third party to serve as a substitute for Partner

Partners agree to abide by federal and local guidance and requirements for COVID-19 and any other requirements applicable when holding on-premise experiences or relevant to items offered.

Listing An Offering

When listing an offering, Partner must provide complete and accurate information about the offering (such as description, price, location, and date and time), make clear any relevant restrictions pertaining to your experience(s) or product(s), and provide any other relevant information requested by FoodiePath. You must also ensure the listing for the offering remains accurate.

Pricing

The price stated in the listed offering must be an accurate representation of the sale. You may not misrepresent the offering's location, or use another user's account without permission.

All sales are binding. The Partner is obligated to ship the order, deliver the service, or otherwise complete the transaction with the buyer in a prompt manner, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of the Partner's listing (such as payment method), or (b) the Partner cannot authenticate the buyer's identity. The buyer is obligated to deliver appropriate payment for products or services purchased, unless there is an exceptional circumstance.

Customer Data

As part of a transaction, Partners may obtain personal information, including email address and shipping information, from another FoodiePath user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for FoodiePath-related communications.

FoodiePath has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any FoodiePath user to your email or physical mail list.

Donations

Some Partners may pledge to donate a portion of the funds they receive from the listed price of select offerings toward a particular cause or charity. We do not control, and do not take any responsibility or liability for, whether the Partner does in fact make the donation the Partner pledged to make, or whether the Partner complies with any laws regarding charitable donations or cause related marketing, or whether any payment or donation is Tax deductible or the amount that may be deductible.

Cannabis

If a Partner's offering involves cannabis, you must be in compliance with all applicable laws that apply.

You must also be in compliance with all applicable law, policy or procedure of a governmental authority of the state or local jurisdiction in which you operate, which includes without limitation, any state or local laws or regulations relating to cannabis and the production, ingredients, manufacture, labeling, advertising, promotion, sale,

or safety of cannabis products, food or Experience, and will not conflict with the rights of third parties.

Please note that FoodiePath assumes no responsibility for a Partner's compliance with any applicable laws or a Partner's failure to comply with the terms stated above.

If you wish to create an Experience that includes cannabis, you must provide the appropriate licensing information in the description of your Experience, such that the appropriate license is easily identifiable by Guests.

10. Removals, Refunds, & Cancellations

As a partner or provider, if you are unable to fulfill a transaction, you must notify the FoodiePathAccounts team as soon as you're made aware. If the customer has already submitted payment, and is unable or unwilling to transfer their booking to a future date, you will issue a full refund.

We will abide by your Experience Cancellation Policy if you choose to provide one, and is mutually agreed to between FoodiePath and Partner.

We may remove you from the Platform if, in our sole discretion, we determine that you have violated the Partner Terms, including any of the policies or guidelines that are part of the User Terms or these Partner Terms, that it is in the best interest of the FoodiePath community, or to protect our Platform. When this happens, we will notify you of the reasons for the removal. Please email hello@foodiepath.com if you believe a removal has occurred in error. In addition, we reserve the right to cancel any pending Experiences if, in our sole discretion, we determine that (i) you have provided inaccurate or fraudulent information in your Experiences listing submission, (ii) you fail to meet our applicable quality or eligibility criteria, (iii) we receive complaints about your performance or conduct, (iv) you cancel Experiences repeatedly or with no explanation, or (v) such action is necessary to protect the personal safety of the attendees, to prevent illegal activity, or to comply with applicable law or court or governmental order. When this happens, we will notify you of the reasons for the cancellation. If we cancel a pending Experience, we will refund Attendees in full and you will not be entitled to any compensation for the Experience(s) that was canceled.

We also reserve the right to refund Experiences, as applicable, for Experiences that have taken place in our sole discretion for reasons that include, but are not limited to: (i) you provided inaccurate or fraudulent information in your Experiences Event or Product listing, (ii) you failed to comply with applicable laws, rules, and regulations, (iii) in the event that licenses, permits, insurance or

registrations are needed for an Experiences Event, you failed to obtain such licenses, permits, insurance or registrations, (iv) the services described on your Experiences listing are not delivered as described or in a satisfactory manner, and (v) you did not host the Experiences Event in person or you allow a third party to serve as a substitute for you. If we refund any Experiences Attendees, you will not be entitled to any compensation for the refunded Experiences Attendees' attendance.

Return Policy for Products

If you fail to make the product available to the customer after the transaction has been made, the customer will be refunded.

All products listed on the FoodiePath Marketplace are considered one-way orders, and are final sale. In cases where a product you purchased arrives damaged, we will reach out to you and will defer to the partner who listed the product's determination of the appropriate resolution.

11. Content

For selected offerings, FoodiePath may photograph and/or record Guests engaging in an Experience, and any such image, recording or video (collectively "Recording") will be owned exclusively by FoodiePath.

You agree that to the extent that your name, likeness, biography and / or voice appears in any such Recording, you grant to FoodiePath an unrestricted, perpetual, worldwide right to use your Image as contained in the Recording in all media now known and later developed for any purpose, including for the purpose of promoting the Site and Services.

Partner grants to FoodiePath a royalty-free, non-exclusive, limited, revocable, non-transferable, non sub-licensable right and license to use and display the Partner Content in the provision of providing services to Partner. As used herein, "Partner Content" includes, without limitation, photographs (either provided by Partner or on Partner's website), trademarks, logos and other materials provided by Partner to FoodiePath.

Posting Content: By posting Content on FoodiePath, it is possible for an outside website or a third party to re-post that Content. You agree to hold FoodiePath harmless for any dispute concerning this use. If you choose to display your own FoodiePath-hosted image on another website, the image must provide a link back to

its listing page on FoodiePath. For FoodiePath-hosted images on social media, the image must link back to the respective social media profile of FoodiePath.

12. Intellectual Property

The content on the Site, including without limitation the text, software, manuscripts, graphics, photos, sounds, music, videos, interactive features, Contributions and the like (collectively, "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to FoodiePath, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions. Content on the Site is provided to you "AS IS" and "AS AVAILABLE" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purpose whatsoever without the prior written consent of the respective owners.

13. Access and Interference

We reserve all rights not expressly granted in and to the Site or the Content. Specifically, any and all intellectual property rights associated with the Site and Content, including without limitation any inventive concepts, know-how, publicity rights, trademarks, trade dress, trade secrets, copyrights and patents and patent rights, are the sole and exclusive property of FoodiePath. You agree not to engage in the use, copying or distribution of any Content other than as expressly permitted herein, including any use, copying, or distribution of Contributions of third parties obtained through the Site, for any commercial purpose. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site or the Content therein.

14. Confidentiality

You agree not to disclose the terms described in this Agreement or any non-public information that we may share with you from time to time (such as business or product development plans) to any party (other than your employees, parent entity, shareholders, attorneys and accountants on a strict need-to-know basis, provided that you have taken reasonable precautions to preserve the confidentiality of the information made available to such parties). In the event of a breach of Section 8 or this Section 15, we will be entitled to injunctive relief and specific performance, and any other relief allowed under applicable law (including monetary damages, if

appropriate) without any requirement to post a bond. FoodiePath confidential information includes data, reports and other information we may provide to you from time to time about the food & hospitality industry, your location(s), Offerings and/or other services. Such information is provided for informational purposes only.

15. Limitation of Liability

You will not hold FoodiePath responsible for other Partners' content, actions or inactions, or Offerings they list. You acknowledge that we are not involved in the actual transaction between Customers and Partners. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Offerings advertised, the truth or accuracy of Partners' content or listings, the ability of Partner to offer Experiences or Products, the ability of Customers to pay for Offerings, or that a Customer or Partner will actually complete a transaction or return a purchase on an Experience or Product.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

In the event the Partner goes out of business and that Partner has been paid for said Offering purchase, FoodiePath holds no responsibility for returning funds associated with the Offering purchase. Should a Partner no longer offer an Experience purchase in its original purchased format (whether online or in person) but offer an alternative format, FoodiePath is not responsible for any change in quality due to the format change and exceptions to cancellation policies will not be permitted unless specifically agreed to and stated by a FoodiePath team member.

16. No Guaranty

We cannot guarantee continuous or secure access to our sites, services or tools, and operation of our sites, services or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services and tools.

17. Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable

attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

18. Choice of Law

This Agreement shall in all respects be interpreted and construed with and by the laws of the State of Virginia and disputes arising under this Agreement will be adjudicated by the courts of the State of Virginia.

19. Notices

Except as explicitly stated otherwise, legal notices shall be served to the email address you provide to FoodiePath during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such a case, notice shall be deemed given three days after the date of mailing. Legal notices for FoodiePath shall be mailed to FoodiePath headquarter.

20. General

We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you of amended terms by email. This Agreement may not be otherwise amended except in a writing hand signed by you and us. For the purposes of this provision, a "writing" doesn't include an email message and a signature doesn't include an electronic signature. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content, Liability, Indemnity and Legal Disputes.

If you have any questions, feel free to contact us at hello@foodiepath.com.