

"Chop Chop Rice Co" Terms of Service \n

THIS TERMS OF SERVICE AGREEMENT, TOGETHER WITH THE "Chop Chop Rice Co" PRIVACY POLICY (AVAILABLE AT: <https://desistreetus.appfront.app/privacy-policy>) (COLLECTIVELY, THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, A CUSTOMER OF "Chop Chop Rice Co" THAT SUBSCRIBED TO "Chop Chop Rice Co"'S SOLUTION ON ITS WEBSITE ("YOU" OR "CUSTOMER") AND "Chop Chop Rice Co" ("Chop Chop Rice Co" TO BE USED BELOW). \n

"Chop Chop Rice Co" may unilaterally change or add to the terms of this Agreement at any time. In the event of a material change, "Chop Chop Rice Co" shall notify you via email or by means of a prominent notice on the "Chop Chop Rice Co" website. \n

By continuing to use the Solution following such modifications, you agree to be bound by such modifications. \n

1. License. \n Subject to the terms and conditions of this Agreement and the terms and conditions set forth on the subscription Portal, "Chop Chop Rice Co" hereby grants you during the applicable subscription term specified in the Subscription Portal, and you accept, a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to use the Solution during the Term internally, solely for its intended purposes and in accordance with the terms of this Agreement and with any specific subscription metrics specified in the Subscription Portal. All rights in the Solution are expressly reserved by "Chop Chop Rice Co" and its licensors. "Solution" means the "Chop Chop Rice Co" proprietary solution to which you subscribed either under the billing section on "Chop Chop Rice Co"'s dashboard or through an authorized "Chop Chop Rice Co" reseller ("Subscription Portal"), which solution may include CRM, Marketing, Loyalty, online ordering solution, portal, websites, applications, apps, or any other solutions or services for restaurants. \n
2. Intellectual Property Rights. \n
 1. All of the personal information of your customers who order or opt-in through the solution and all of your content and designs that you upload to the Solution shall be owned by you.
 2. The Solution and the related documentation are licensed and not sold. "Chop Chop Rice Co" or its licensors, as the case may be, shall retain all right, title, interest and ownership of all Intellectual Property Rights in and to the Solution and related documentation and Confidential Information as well as any modifications, improvements and derivatives thereof ("Chop Chop Rice Co" IPR). This Agreement does not convey to you an interest in or to the "Chop Chop Rice Co" IPR but only a limited revocable right to use the Solution in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the "Chop Chop Rice Co" IPR under any law and you undertake not to contest "Chop Chop Rice Co"'s ownership in the "Chop Chop Rice Co" IPR. If you contact "Chop Chop Rice

Co" with feedback data (e.g. questions, comments, ideas, suggestions or the like) regarding the Solution (collectively, "Feedback") such Feedback shall be deemed "Chop Chop Rice Co" IPR. "Chop Chop Rice Co" may, at no cost, freely use such Feedback, for any purpose whatsoever and you hereby assign all right, title and interest in and to all Feedback to "Chop Chop Rice Co" upon creation thereof. \n

3. Prohibited Uses. \n Except as expressly permitted herein, you shall not, directly or indirectly: (i) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement with or to anyone else; (ii) copy or reproduce, distribute or publish the Solution; (iii) use or permit the Solution to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; (iv) disclose, publish or otherwise make publicly available the results of any benchmarking of the Solution, or use such results for your own competing software development activities; (v) export the Solution or use the Solution in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Solution: (a) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or any foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (vi) exceed any use limitations or other restrictions which are specified in the Subscription Portal; (vii) contest "Chop Chop Rice Co"'s Intellectual Property Rights (as defined below) to the "Chop Chop Rice Co" IPR (as defined below); (viii) use the Solution for any purpose other than as permitted by this Agreement; (ix) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Solution, such as features that restrict or monitor use of the Solution; or (x) cause or permit any third party to do any of the foregoing. \n

4. Lawful Use: \n You hereby declare and agree that you shall only use the Solution in a manner that complies with all applicable laws in the jurisdiction in which you use the Solution, including, but not limited to, applicable restrictions concerning spam or the protection of privacy and intellectual property, including copyrights and any other intellectual property rights. \n

5. Consideration. \n The consideration for the subscription granted hereunder, will be in accordance with the payment terms and subscription plans and metrics specified in the Subscription Portal and / or by approved reseller. Unless otherwise specified in the Subscription Portal and / or by approved reseller, (i) you will pay all amounts due under this Agreement in U.S. Dollars, and (ii) all amounts invoiced hereunder are due and payable

within thirty (30) days of the date of the invoice. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. You shall pay all taxes and duties assessed in connection with this Agreement by any authority. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, you shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction "Chop Chop Rice Co" shall receive an amount equal to the payment otherwise required. All payments not made when due shall bear interest at the rate of 1.5% per month, or at the highest interest rate allowed by law, whichever is less, from the due date until paid. \n

6. Confidentiality. \n You may have access to certain non-public or proprietary information or materials of "Chop Chop Rice Co" whether in tangible or intangible form ("Confidential Information"). Without derogating from the foregoing, the Solution and terms of the Subscription Portal shall be deemed as Confidential Information. You shall use the Confidential Information solely for the purpose of performing your obligations and/or exercising your rights under this Agreement and you shall not disclose or make available the Confidential Information to any third party, except to your employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. You shall take measures at a level at least as protective as those taken to protect your own confidential information of like nature (but in no event less than a reasonable level) to protect the Confidential Information. You will promptly notify "Chop Chop Rice Co" in writing in the event of any actual or suspected unauthorized use or disclosure of any Confidential Information. It shall be solely your responsibility to protect the credentials to your account and any activity on your account shall be deemed as activity that you authorized; you undertake to notify "Chop Chop Rice Co" immediately upon having any reason to suspect that there was unauthorized access to your account. \n

7. Indemnification. \n

1. "Chop Chop Rice Co" shall defend and hold you harmless against any third party claim, proceeding or demand arising from an allegation that the Solution infringe the Intellectual Property Rights of any third party. "Chop Chop Rice Co" shall indemnify you against any damage or loss finally awarded in judgment as a result of such claim. Notwithstanding the foregoing, "Chop Chop Rice Co" shall not have any liability or responsibility if the claim arises from your website, your communications or any customization or design created or implemented in the Solution pursuant to your instructions. \n

2. You shall defend and hold "Chop Chop Rice Co" harmless against any third party claim, proceeding or demand arising from or in respect of: (i) any claim by your customers; (ii) unsolicited communications; (iii) an allegation that your website or any content or services therein or communications sent through the Solution infringe the Intellectual Property Rights of any third party, violate any laws, are defamatory, obscene or deemed as trade torts. You shall indemnify "Chop Chop Rice Co" against any damage or loss finally awarded in

judgment as a result of such claim. \n

8. Disclaimer of Warranty. \n

1. THE SOLUTION IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, "Chop Chop Rice Co" DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY AND NON-INFRINGEMENT. \n

2. "Chop Chop Rice Co" DOES NOT WARRANT THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT ERRORS/BUGS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOLUTION IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. "Chop Chop Rice Co" IS NOT AND SHALL NOT BE DEEMED AS A PARTY TO ANY TRANSACTION BETWEEN YOU AND YOUR CUSTOMERS. "Chop Chop Rice Co" SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR FAILURE TO PROCESS ORDERS, CHARGE-BACKS, ISSUES OR MISTAKES RELATED TO COUPONS, ANY DISPUTE BETWEEN YOU AND YOUR USERS OR ANY CONTENT OR MESSAGES SENT BY YOU ON THE SOLUTION - "Chop Chop Rice Co" DOES NOT CONTROL WHO YOU ARE SENDING SMS, EMAIL OR OTHER MESSAGES TO OR THE CONTENT OF SUCH MESSAGES (ANY TEMPLATES ARE FOR CONVENIENCE AND MAY NOT COMPLY WITH APPLICABLE REGULATORY REQUIREMENTS), ONCE YOU DECIDE TO SEND A MESSAGE YOU DO IT AT YOUR RISK AND RESPONSIBILITY. \n

9. Limitation of Liability. \n TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(A) "Chop Chop Rice Co" AND ITS AFFILIATES, SHAREHOLDERS, SUPPLIERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR LICENSORS (COLLECTIVELY, "AFFILIATES") SHALL NOT BE LIABLE, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITIES, LOST PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR LOST OR DAMAGED DATA OR DOCUMENTATION, SUFFERED BY ANY PERSON OR ENTITY IN CONNECTION WITH THE SOLUTION OR ANY USE OF OR INABILITY TO USE THE SOLUTION OR ANY SERVICES PROVIDED BY "Chop Chop Rice Co", EVEN IF "Chop Chop Rice Co" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL "Chop Chop Rice Co"'s AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO "Chop

Chop Rice Co" FOR THE SOLUTION DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. \n

10. Third Party Software. \n The Solution may use or include third party software, files and components that are subject to open source and third party license terms ("Third Party Components"). Your right to use such Third Party Components as part of, or in connection with the Solution is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. You hereby agree to such terms associated with the Third Party Components. \n

11. Term and Termination. \n The term of this Agreement shall be as agreed between the parties either by signed agreement, reseller agreement or set forth via in the Subscription Portal and may be terminated earlier in accordance with this Section ("Term"). Either party may terminate the Agreement and Subscription Portal upon thirty (30) days' prior written notice in the event of breach by the other party if the breach is not cured within such notice period. "Chop Chop Rice Co" may terminate this Agreement immediately without notice if you fail to comply with or breach any provision of this Agreement. Upon termination of this Agreement: (i) the subscription granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Solution; (ii) all amounts paid by you until the date of termination are non-refundable, and you shall not be relieved of your duty to discharge in full all due payments owed by you to "Chop Chop Rice Co" under this Agreement, which amounts shall become immediately due and payable on the date of termination of the Agreement; and (iii) you shall, at "Chop Chop Rice Co" election, erase or return to "Chop Chop Rice Co" all Confidential Information in your possession or under your control and "Chop Chop Rice Co" may delete your data stored on the Solution. Sections 2-13 shall survive any termination of this Agreement. \n

12. Privacy. \n "Chop Chop Rice Co"'s privacy practices are governed by "Chop Chop Rice Co"'s Privacy Policy available at <https://desistreetus.appfront.app/privacy-policy/?backPath=%2F/>, which is an integral part of this Agreement. \n

13. Miscellaneous. \n This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, U.S.A. and the competent Federal and State courts of Delaware, U.S.A. shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement and each party hereby submits itself to the exclusive jurisdiction of these courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement and the Subscription Portal represent the complete agreement concerning the license granted herein and the subject matter hereof

and may be amended as set forth in the preamble to this Agreement above or by a written agreement executed by both parties. To the extent any conflict arises between the terms and conditions of this Agreement and those contained in the Subscription Portal, the terms and conditions contained in this Agreement shall prevail. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. "Chop Chop Rice Co" may collect, disclose, publish, store and use in any other manner any aggregate information which is derived from your use of the Solution and does not identify you or your customers in order to provide and improve the Solution and related services and for any business purposes; "Chop Chop Rice Co" is and shall remain the owner of such aggregate information which shall be deemed "Chop Chop Rice Co" IPR. You may not assign your rights or obligations under this Agreement without the prior written consent of "Chop Chop Rice Co". "Chop Chop Rice Co" may assign or transfer its rights and/or obligations under this Agreement without restriction or notification. "Chop Chop Rice Co" may use your brand name, logo or applications on "Chop Chop Rice Co"'s website and other marketing materials and/or presentations