

# Terms of Service

Last Updated: September 16, 2022

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE.

These Terms of Service (“Terms”) apply to your access to and use of the websites, mobile applications and other online offerings (collectively, the “*Sites*”) provided by Save Local Restaurants (the “*Campaign*,” “*we*,” or “*us*”). **By accessing or by using our Sites, you agree to these Terms, and any terms incorporated by reference. If you do not agree to these Terms, do not use our Sites.**

We reserve the right to make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Site, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Sites after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Sites.

If you have any questions about these Terms or our Site, please contact us at [info@savelocalrestaurants.com](mailto:info@savelocalrestaurants.com).

## 1. Privacy

For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy.

## 2. Consent to Use of Data and Mobile Communication; SMS Program Terms

You consent to our communicating with you about the Site and the Campaign by SMS, text message, email, or other electronic means. Your carrier’s normal messaging, data and other rates and fees will apply to these communications.

If you subscribe to any text programs that the Campaign makes available, the following terms apply:

By subscribing to the Campaign’s SMS program, you consent to receive messages to support the Campaign, including by automatic text message (messages may include donation links). Message frequency varies. Text STOP to stop. For Help, text HELP or contact us at [info@savelocalrestaurants.com](mailto:info@savelocalrestaurants.com). Message and data rates may apply. See our privacy policy at [www.savelocalrestaurants.com/privacy-policy](http://www.savelocalrestaurants.com/privacy-policy). Neither the Campaign nor the participating

carriers guarantee that messages will be delivered. The Campaign may discontinue the program at any time without notice.

### **3. Ownership; Limited License**

The Site, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, are owned by the Campaign or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Site are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Site for your own personal, noncommercial use. Any use of the Site other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein, and violate our intellectual property rights.

### **4. Trademarks**

The Campaign and our logos, slogans, and the look and feel of the Site are trademarks of the Campaign and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Campaign names or logos mentioned on the Site are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

### **5. Feedback and Submissions**

You may voluntarily post or otherwise communicate to us questions, comments, feedback, suggestions, ideas, or other information about the Campaign or our Site or creative and other materials, such as photos, text, stories, or other content (collectively, “*Submissions*”). You understand that we may use such Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Submissions in Campaign’s sole discretion. You understand that the Campaign may treat Submissions as nonconfidential.

### **6. Third-Party Content and Sites.**

We may provide information about third-party organizations, events, products, services, or activities, or we may allow third parties to make their content and information available on or through the Site (collectively, “*Third-Party Content*”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. The Campaign does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

### **7. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Campaign and its independent contractors, service providers, and consultants, and successor

organizations, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the **“Indemnified Parties”**) from and against any losses, liabilities, claims, demands, damages, expenses or costs (**“Claims”**) arising out of or related to (a) your User Content or Submissions; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your misconduct in connection with the Site. You agree to promptly notify Indemnified Parties of any third-party Claims, cooperate with Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the Indemnified Parties will have control of the defense or settlement, at the Indemnified Party’s sole option, of any third-party Claims.

## **8. Disclaimers**

**Your use of our Site is at your sole risk. Except as otherwise provided in a writing by us, our Site and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, the Campaign does not represent or warrant that our Sites are accurate, complete, reliable, current or error-free. While the Campaign attempts to make your use of our Site and any content therein safe, we cannot and do not represent or warrant that our Site or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Site.**

## **9. Limitation of Liability**

**To the fullest extent permitted by applicable law, the Campaign and its contractors, service providers, consultants, and successor organizations, and each of their respective officers, directors, agents, and employees, will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if such parties have been advised of the possibility of such damages.**

**The total liability of the Campaign and other campaign parties for any claim arising out of or relating to these Terms or our Site, regardless of the form of the action, is limited to the greater of \$50 or the amount paid by you to use our Services.**

## **10. Governing Law and Venue**

Any dispute arising from these Terms and your use of the Site will be governed by and construed and enforced in accordance with the laws of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts of California and the United States, respectively, sitting in Sacramento County, California.

## **11. Modifying and Terminating our Site**

We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site at any time. You also have the right to stop using our Site at any time. We are not responsible for any loss or harm related to your inability to access or use our Site.

## **12. Severability**

If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## **13. Miscellaneous**

The failure of the Campaign to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.