

# Terms of Service (TOS)

*Effective Date 26<sup>th</sup> April 2018*

Welcome to the Let's Eat mobile Application. The Let's Eat mobile application ("**Application**") is provided solely to assist users find and share places to eat and for no other purposes.

The terms "**we**", "**us**", "**our**" and "**Let's Eat**" refer to the owners and corporate affiliates of the Let's Eat Application. The term "**you**" refers to the user of the Application and/or contributors of content.

## 1. User Conduct

1.1 When accessing or using the Application, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Application and Services.

## 2. License

2.1 Let's Eat grants you the non-exclusive, non-transferable, limited right and license to install and use this Application solely and exclusively for your personal use.

## 3. Intellectual Property

3.1 Let's Eat owns all rights, title and interest in and to this Application, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof.

3.2 You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from this Application and you will not remove, obscure or alter Let's Eat copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by this Application.

3.3 You retain ownership of and responsibility for Content you create or own.

3.4 You agree to transcripts of your content to be used in Let's Eat marketing or promotional material with attribution.

## 4. Trademarks

4.1 Logos or slogans that may appear on Let's Eat are trademarks of Let's Eat and may not be copied, imitated or used, in whole or in part, without our prior written permission.

## **5. User Data**

- 5.1 This Application may collect personal information from its users. By using this Application and/or agreeing to this TOS, you consent to the collection, storage and processing of your data as set forth in our Privacy Policy.
- 5.2 Let's Eat reserves the right to collect, use, and distribute demographic data about you and your use of the Site in forms that do not identify you individually or reveal your identity.

## **6. Third Party Sites & Services**

- 6.1 The Application may include links and other content owned or operated by third parties, including links to steemit.com and steemconnect.com. Inclusion of any links in the Application does not imply any endorsement, affiliation, approval, association or sponsorship by Let's Eat of the Third Party Content or Services, resources, their operators or owners.
- 6.2 You agree that the Let's Eat is not responsible or liable for Third-Party Content or Services and that you access and use Third-Party Content and Services at your own risk. In particular the login process directs users to the Steemconnect website which is a Third Party Service provided by Steemit Inc.
- 6.3 We do not review or have control over Third Party Content or Services, we shall not be responsible or liable for use of or reliance on any content, products, services or information at such sites or resources.
- 6.4 Your interactions with Third-Party Content and Services are solely between you and the third party providing the content. When you leave Let's Eat, you should understand that these Terms no longer govern and that the terms and policies of those third-party sites or services will then apply.

## **7. Restrictions of Use**

- 7.1 You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor may you use the Application in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).
- 7.2 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the Terms of Service.
- 7.3 You agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

7.4 You agree to only post content that is related to the topic of the interactive area in which such Content is posted.

7.5 You agree not to submit Content that is unlawful, pornographic, libelous, defamatory, tortious, obscene, or racially, ethnically or otherwise objectionable or that otherwise violates generally accepted standards.

7.6 You agree not to submit Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Let's Eat.

7.7 Let's Eat is not targeted towards or intended for use by anyone under the age of 18 or the age of legal majority where you reside.

## **8. Assumption of Risk, Limitations on Liability**

8.1 We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and you understand that your use of Third Party Content, and your interactions with third parties, is at your own risk.

8.2 Let's Eat takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Let's Eat liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

8.3 You accept and acknowledge that there are risks associated with utilising a mobile Internet-based application including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third-parties may obtain unauthorized access to information stored within or associated with your Steem account, including, but not limited to your Steem Private Keys and any password phrase associated with your Steem Account. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services, however caused.

8.4 You will indemnify and hold harmless Let's Eat and its owners, agents and employees, from any claim made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of this Application, any alleged violation of the Privacy Policy and Terms of Use, and any alleged violation of any applicable law or regulation. Let's Eat reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations. You will ensure

that you diligently manage any device, including installing any necessary protection software, and do not expose the service to undue risk.

- 8.5 You are solely responsible for maintaining the security of and access to your mobile device and Steem Private Keys and any password phrase associated with your Steem Account. Let's Eat cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You must keep your Steem Account, password phrase and Private Key access information secure. Failure to do so may result in the loss of control of Steem, Steem Power and Steem Dollars associated with your Steem Account.
- 8.6 Neither Let's Eat nor its service providers will be liable to you or any user for any use or misuse of this Application. Such limitation: (a) includes direct, indirect, incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort or otherwise (even if Let's Eat has been advised of the possibility of such damages); (b) applies whether damages arise from use or misuse of and reliance on this Application, from inability to use this Application, or from the interruption, suspension, or termination of this Application (including any damages incurred by third parties); and (c) applies notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

## **9. Visibility of Content**

- 9.1 Any content posted to the Steem Blockchain (excluding image files) will permanently be stored on the Blockchain.
- 9.2 If your post, comment or images are violating or perceived to violate any laws we retain the right to eliminate visibility in the Application and delete the image files from our servers. We will not accept responsibility for removing or limiting visibility of this content on Third Party Platforms or Services.
- 9.3 Let's Eat and its associates retains the right to upvote and downvote content posted via the Application on the Steem Blockchain without prejudice.
- 9.4 Content accessible or posted via the Application does not imply any endorsement, affiliation, approval, association or sponsorship by Let's Eat of the Third Party Content or Services, resources, their operators or owners.

## **10. Blockchain Transactions**

### **10.1 Submission of Content**

In order to be completed, all proposed Steem posts, comments and votes ("transactions") must be confirmed and recorded in the Steem public ledger via the Steem distributed consensus network (a peer-to-peer economic network that operates on a cryptographic protocol), which is not owned, controlled or operated by Let's Eat. The Steem Network is operated by a decentralized network of independent third parties. Let's Eat has no control over the Steem

Network and therefore cannot and does not ensure that any such transaction details you submit via the application will be confirmed via the Steem Network. You acknowledge and agree that the transaction details you submit via the application may not be completed, or may be substantially delayed, by the Steem Network. You may use the application to submit these details to the network.

## **10.2 No Cancellations or Modifications.**

Once transaction details have been submitted to the Steem Network via the Application, we cannot assist you to cancel or otherwise modify your transaction details. Let's Eat has no control over the Steem Network and does not have the ability to facilitate any cancellation or modification requests.

## **11. Discontinuation of Services**

- 11.1 We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Application services.
- 11.2 All user content when submitted will be stored permanently on the Steem Blockchain with the exception of images. Images are uploaded to a cloud storage provider and links included in the Steem Blockchain.
- 11.3 You are solely responsible for storing, outside of the Application, a backup of any data (including images) you wish to keep.
- 11.4 Let's Eat will not be responsible for serving content such as images and if you upload an image using our Application you acknowledge and accept that these images and links may be discontinued, temporarily or permanently at any time, with or without notice.
- 11.5 We may suspend or terminate your access to the Application at our sole discretion, immediately and without prior notice, and delete or deactivate any data such as files or photographs without cost to you, including, for instance, in the event that you breach any term of these Terms.

## **12. Security**

- 12.1 Let's Eat never has access to a Users Steem tokens or private keys.
- 12.2 Let's Eat implements the posting authority role for the Steem Blockchain via Steemconnect, an identity layer for the Steem blockchain provided by a Third Party Service Provider Steemit Inc.. Let's Eat never has access or holds onto users private keys. Once posting authority is established a token is stored locally on the device which allows the app to post to the Steem Blockchain.
- 12.3 Let's Eat reserves the right to implement beneficiaries rewards split at a future date where a portion of post and comment rewards will be shared with the @letseat or other affiliate accounts.

This will also be handled via Steemconnect and the Application will never have access to your Steem tokens or Private Keys.

- 12.4 Choosing to login in to the Application via Steemconnect authorises the posting authority role for the @letseat.app account on the Steem blockchain and authorises implementation of beneficiaries rewards splits for your account. This login is purely optional, and the decision to allow this account participate in beneficiary rewards and authorise posts from your account can be disabled (with the third party site) at any time.

## **13. LINKS TO THIRD-PARTY SITES**

- 13.1 This Application may contain hyperlinks to websites operated by parties other than Let's Eat. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Application or other websites) are free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

## **14. Disputes**

- 14.1 Any dispute or claim relating in any way to your use of the Let's Eat application, or to any products or services provided by Let's Eat will be resolved by binding arbitration, rather than in court.

## **15. Application or Terms of Service Changes**

- 15.1 Let's Eat reserves the right to make changes to this Application or Terms of Service from time to time. If you do not agree to any change, please uninstall and discontinue using this Application. Any use of this Application after notification of the service changes constitutes your acceptance of any change.

## **16. Disclaimer of Warranties**

- 16.1 LET'S EAT DISCLAIMS RESPONSIBILITY FOR ANY HARM OR FINANCIAL LOSS RESULTING FROM YOUR USE OF THIS APPLICATION. THE APPLICATION AND THE SERVICE(S) ACCESSED BY IT ARE PROVIDED "AS IS" AND "AS AVAILABLE".
- 16.2 THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON THIS APPLICATION MAY INCLUDE INACCURACIES OR ERRORS. LET'S EAT DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR, ANY ERRORS OR OTHER I

INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF EXPERIENCES OR SERVICES

- 16.3 LET'S EAT MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON THIS APPLICATION DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES
- 16.4 LET'S EAT ALSO EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE APPLICATION CONTENT.
- 16.5 SUBJECT TO THE FOREGOING, YOU USE THIS APPLICATION AT YOUR OWN RISK AND IN NO EVENT SHALL THE LET'S EAT (OR THEIR OWNERS, AGENTS AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS APPLICATION OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS APPLICATION (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON THIS APPLICATION; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS APPLICATION; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS APPLICATION) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF LET'S EAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 16.6 YOU DOWNLOAD AND USE THIS APPLICATION AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THIS APPLICATION.