ReserveTheTable

In this Agreement, "**Reserve the Table**" and "**we**" mean the Reserve the table company that is providing the Services to you, and with whom you are entering into this Agreement, which depends on the country in which you reside.

The terms "**User**" and "**you**" mean any user of the Services. This Agreement incorporates Reserve the Tables standard policies, procedures, and terms and conditions for use of the Services that are referenced by name or by links in this Agreement (collectively, the "**Reserve the Table**").

1. <u>Acceptance of Terms</u>: By using the table reservation software, you agree to be bound by these terms and conditions.

2. <u>Modification of Terms</u>: We reserve the right to modify these terms and conditions at any time without prior notice. You agree that you will review this Agreement periodically.

3. <u>Reservations</u>: The software allows you to make reservations for tables at participating restaurants. We cannot guarantee availability of tables and reservation requests are subject to confirmation by the restaurant.

4. <u>Cancellations and Changes</u>: Reserve the Table is committed to providing superior quality services to Users and Restaurants. To assist us in maintaining a consistently high level of service for the Restaurants and their patrons, Users must cancel any reservations that they will be unable to honour at least 30 minutes in advance of the reservation. Some Restaurants may require a debit or credit card number to finalize your reservation. In order to use the Reservation Services for these Restaurants, you must provide valid debit or credit card information. You may cancel or change a reservation through the software or by directly calling the restaurant. Restaurants may also have their own cancellation policies and fees, which will be displayed during the reservations within a 12-month period

By using the Reservation Services, User agrees to receive no-show notifications by email after a report that your reservation was not honoured, whether or not that was in fact the case

5. <u>User Conduct</u>: You agree to use the software only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the software by any third party. To use the Service, you must be at least 18 years old and have not previously been removed or suspended from the Service for any reason.

6. <u>Disclaimers</u>: We make no representations or warranties of any kind, express or implied, as to the operation of the software or the information, content or materials included on it.

7. <u>Limitation of Liability</u>: In no event shall RESERVE THE TABLES, it's directors or officers be liable for any damages of any kind arising from the use of the software, including but not limited to direct, indirect, incidental, punitive, consequential damages, special or other, any lost profits or business interruption, arising out of or in connection with (1) your visit to a location (2) your use of the service, **RESERVE THE TABLES** content, or the site; or (3) the compliance or non-compliance of a location in conjunction with the service, whether based in tort, contract or any other legal theory, even if Reserve the Tables is expressly advised of the possibility of such damages.

8.<u>Third party content</u>: The Services may link to third-party websites and applications (collectively referred to as "Third Party Applications" and "Third Party Content"), including without limitation, links to Location websites. We won't alert you that you've left the Services and are now subject to the terms and conditions (including privacy policies) of a different website or location when you click on a link to Third Party Content. Reserve the Tables has no control over any Third Party Content or websites, and Reserve the Tables is not liable for such content or websites. Reserve the Tables merely offers Third Party Content as a service; it does not examine, approve, monitor, support, warrant, or otherwise make any claims about Third Party Content.

9. <u>Governing Law</u>: These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the software is used.

9. <u>Entire Agreement</u>: These terms and conditions constitute the entire agreement between you and us with respect to the use of the software

10. <u>Termination</u>: Reserve the Tables may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, Reserve the Tables may suspend your access to the Services if we believe you to be in violation of any part of this Agreement, including any Reserve the Tables Policies.