

Privacy Policy

EFFECTIVE 1ST AUGUST, 2015

WELCOME TO THE SHAROOD SERVICE (THE “SERVICE”). THE FOLLOWING TERMS OF USE APPLY WHEN YOU VIEW OR USE THE APPLICATION (THE “APP”) ON YOUR MOBILE DEVICE. PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company’s Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

ABOUT THE SERVICE

The Service allows you to create a meal, create a profile, join a group, and be in contact with other members. The service needs to access your location to provide you with customised and localised content.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 13 years old to register for and use the Service. If you are a user who signs up for the Service, we will create a personalized account which includes a name, phone number, email to access the Service and to receive messages from the Company. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your user name, password and/or account.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalized account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of

Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

Email Opt Out

By joining the mailing list, you are agreeing to receive a promotional email here and there. We try to make those as relevant as possible to you, but you can unsubscribe at any time.

Privacy Agreement

Sharood ("SHAROOD") collects certain information through its websites and mobile sites, located at Sharoodapp.wordpress.com (the "Sites"), as well as the Sharood applications (the "Applications") (collectively, "Services"). Your privacy is

important to SHAROOD and this Privacy Policy lays out SHAROOD's policies and procedures surrounding the collection and handling of such information. This Privacy Policy applies only to the Services. It does not apply to third party services linked to SHAROOD Services or offline activities related to SHAROOD services.

1. Information SHAROOD Collects. SHAROOD may collect the following information from users of our Services: first name, last name, street address, city, state, zip code, cross streets, phone number, e-mail address, Services-specific display name, GPS location (mobile site), electronic signature and credit card information (collectively, "Personally Identifiable Information" or "PII"). SHAROOD is not intended for use by children under the age of 13 and SHAROOD does not knowingly collect PII from children under the age of 13. Use of Sites services requires that you register and/or create an account ("Account") or use the Sites as a guest. In addition to the PII set forth above, SHAROOD may collect information regarding Account holders' past SHAROOD orders, customer service inquiries, service/user reviews and certain social networking preferences relating to the Sites (e.g. pages or entities you like, recommend or follow). In addition, SHAROOD may collect information regarding SHAROOD account holders' current and past SHAROOD orders, favorite restaurants, customer service inquiries and certain social networking preferences (e.g. pages you "Like" or "Recommend"). SHAROOD also uses web analytics software to track and analyze traffic for its Services in connection with SHAROOD's advertising and promotion of SHAROOD services. SHAROOD also aggregates certain information collected by the Applications including, but not limited to, certain order data, and delivery location. SHAROOD may publish these statistics or share them with third parties without including PII. SHAROOD may collect additional PII in connection with blog submissions including professional title, business/personal website, social networking handle/username and the author's photograph.
2. SHAROOD's Use Of Collected Information. SHAROOD uses PII to create users' SHAROOD accounts, to communicate with users (directly and through restaurants and delivery) about SHAROOD services, to offer users additional services, promotions and special offers. Users may opt to allow SHAROOD to store certain PII used to create users' SHAROOD accounts, including, but not limited to, credit card information. SHAROOD uses certain stored PII to customize future order processing for you. You may request that SHAROOD cease storing certain PII at any time, but you might not be able to take advantage of certain customized features. SHAROOD may also use PII to

enforce SHAROOD terms of use and service. For example, when users with SHAROOD accounts return to the Sites, cookies identify those users and allow the Sites to provide certain user-specific information such as SHAROOD account information, past orders, favorite restaurants and user restaurant reviews. SHAROOD does not sell the information it collects through the Services to third parties. SHAROOD shares collected PII to third-party vendors and service providers with whom SHAROOD works to provide application programming interfaces ("APIs") and other functions for the Services in connection with the delivery of SHAROOD services. In addition, SHAROOD shares users' SHAROOD order content, special order instructions, first and last name, street address, e-mail address, telephone number and gratuity amounts when users' orders are placed for delivery, to the extent necessary to process and deliver those orders. SHAROOD may also disclose PII to third parties such as attorneys, collection agencies, tribunals or law enforcement authorities pursuant to valid requests in connection with alleged violations of SHAROOD terms of use and service or other alleged contract violations, infringement or similar harm to persons or property. User generated content posted through the Services such as service/restaurant reviews and certain social networking preferences (e.g. pages you "Like" or "Recommend") may be viewed by the general public. Accordingly, SHAROOD cannot ensure the privacy of any PII included in such user-generated content.

3. SHAROOD's Protection of PII. SHAROOD uses reasonable security measures equal to or exceeding industry standard to protect PII from unauthorized access, destruction, use, modification and disclosure. Unfortunately, even with these measures, SHAROOD cannot guarantee the security of PII. By using the Services, you acknowledge and agree that SHAROOD makes no such guarantee, and that you use the Services at your own risk.
4. Privacy Policy Amendments. SHAROOD may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the posting date, which will be listed at the top of the page as the effective date.
5. Applicability & Acceptance of These Terms of Use. By viewing, using, accessing, browsing, or submitting any content or material on the Sites, you agree to these Terms of Use as a binding legal agreement between you and SHAROOD, without limitation or qualification. The term "you" or "You" shall refer to any person or entity who views, uses, accesses, browses or

submits any content or material to the Sites. If you do not agree to these Terms of Use, then you may not use the Sites. SHAROOD reserves the right to modify these Terms of Use at any time without prior notice. You agree that each visit you make to the Sites shall be subject to the then-current Terms of Use, and continued use of the Sites now or following modifications in these Terms of Use confirms that you have read, accepted, and agreed to be bound by such modifications.

6. User License

Scope. SHAROOD grants you permission (which may be revoked at any time for any reason or no reason) to view the Sites and to download, email, share via social networking or print individual pages from the Sites in accordance with these Terms of Use and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained on such pages. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. You may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Sites, except as specifically noted above. Except as specifically authorized by SHAROOD, you may not deep-link to the Sites for any purpose or access the Sites manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Sites or any information, content, or material on the Sites. SHAROOD reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Sites or any content contained therein, whether in whole or in part, without prior written consent from SHAROOD. You may like or follow SHAROOD or share links to the Sites via social networking technology referenced on the Sites. Any rights not expressly granted herein are reserved.

User Conduct. You agree that your use of the Sites and/or services on the Sites is subject to all applicable local, state and federal laws and regulations. You also agree: to comply with Dutch law and local laws or rules regarding online conduct and acceptable material; not to use the Sites or their services or submit content to the Sites if you are under the age of 13; not to use the Sites to purchase alcohol unless you and the alcohol recipient are 18 or older and present a valid photo identification(s) verifying your age at the time of alcohol delivery; not to access the Sites or services using a third-party's account/registration without the express consent of the account holder; not to use the Sites for illegal purposes; not to

commit any acts of infringement on the Sites or with respect to content on the Sites; not to use the Sites to engage in commercial activities apart from sanctioned use of SHAROOD services; not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in print or online; not to create restaurant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites; not to attempt to gain unauthorized access to other computer systems from or through the Sites; not to interfere with another person's use and enjoyment of the Sites or another entity's use and enjoyment of the Sites; not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our restaurant partners).

Harm from Commercial Use. You agree that the consequences of commercial use or re-publication of content or information from the Sites may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that SHAROOD will be entitled to temporary and permanent injunctive relief to prohibit such use.

1. Site Content

Nature of User Material. Some of the services offered by SHAROOD on the Sites allow you and others to post, transmit, display, publish, distribute, or otherwise submit public user generated material including, but not limited to, restaurant reviews and blog entries, to the Sites (collectively, "Submissions"). You agree not to create any Submission that: contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity; unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites; advertises, disparages, promotes or offers to trade any goods or services in any manner that does not comport with the purpose or spirit of the Sites, including, but not limited to, negative reviews posted

by competing restaurants or allegations of health code violations; is intended primarily to promote a cause or movement, whether political, religious or other; contains copyrighted content (copyrighted articles, illustrations, images, text, or other content) without the express permission of the owner of the copyrights in the content; constitutes, promotes or encourages illegal acts, the violation of any right of any individual or entity, the violation of any local, state, national or international law, rule, guideline or regulation, or otherwise creates liability; discloses any personal identifying information relating to or images of a minor without consent of a parent, guardian or educational supervisor; infringes any copyright, trademark, patent, trade secret, or other intellectual property right; contains viruses or other harmful, disruptive or destructive files; harms or is inappropriate for minors to view; links to any commercial or other website; and/or is not otherwise in compliance with these Terms of Use. User Representations and Warranties. Each time you provide a Submission to the Sites, you represent and warrant that you have the right to provide such Submission, which means: you are the author of the Submission, or the Submission is not protected by copyright law, or you have express permission from the copyright owner to use the Submission in connection with the Sites; and you have the right to grant SHAROOD the license set out in these Terms of Use; for restaurant review Submission(s), you have had first-hand experience with the subject restaurant; and your use of the Sites and Submission(s) do not violate these Terms of Use.

User License Grant to SHAROOD. You grant SHAROOD, its affiliates, and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, publish, transmit, perform, distribute, reproduce and create derivative works from all Submissions you provide to SHAROOD in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize SHAROOD to include the Submissions you provide in a searchable format that may be accessed by users of the Sites. You also grant SHAROOD and its and related entities the right to use any Personally Identifiable Information (as that term is defined in SHAROOD's Privacy Policy) included with any Submission in connection with the use, reproduction or distribution of such Submission. You also grant SHAROOD the right to use the Submission and any facts, ideas, concepts, know-how or techniques ("Information") contained in any Submission or communication you send to SHAROOD for any purpose whatsoever, including but not limited to, developing, manufacturing, promoting and/or marketing products and services. You grant all rights described in this paragraph in consideration of your

use of the Sites, without compensation of any sort to you. SHAROOD does not claim ownership of Submissions.

Disclaimer of Responsibility for Material. Submissions are not endorsed by SHAROOD, and do not represent the views of SHAROOD or its parents, subsidiaries and affiliates, agents, officers or directors. You acknowledge and agree that SHAROOD does not control all Submissions, and disclaims any responsibility for such Submissions. SHAROOD specifically disclaims any duty, obligation, or responsibility, to review, screen, refuse to post, remove, or edit any Submissions. In addition, SHAROOD does not represent or warrant that any other content or information accessible via the Sites is accurate, complete, reliable, current or error-free including the menus, pricing, hours of operation or parking accessibility available from its partner restaurants. Price, description, menu content, product/service availability, parking accessibility and restaurant information are subject to change without notice. SHAROOD assumes no responsibility or liability for any errors or omissions in the content of the Sites.

Review & Removal of Material. SHAROOD reserves the right (but disclaims any duty, obligation or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions. You may contact SHAROOD at sharoodapp@gmail.com to request removal of a Submission. However, SHAROOD disclaims any duty, obligation or responsibility to comply with such request except as specifically outlined in this paragraph. SHAROOD also reserves the right (but disclaims any duty, obligation, or responsibility) to refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions on the Sites for any reason or no reason whatsoever, in its absolute and sole discretion. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under Dutch copyright law. If you believe in good faith that Submissions posted by the Sites infringe your copyright, you (or your agent) may send SHAROOD a notice requesting that the Submission(s) be removed from the Site(s), or access to it be blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Sites are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow SHAROOD to locate the Submission(s) Sites; (d) the name,

address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the Submission in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Sites should be sent to SHAROOD, Carolina MacGillavrylaan 1910, Amsterdam 1098XE, The Netherlands. SHAROOD suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. We reserve the right to terminate the account of any user who is a copyright infringer.

Proprietary Rights. You acknowledge and agree that the Sites contain proprietary information and content that is protected by intellectual property and other laws, and may not be used except as provided in these Terms of Use without advance, written permission of SHAROOD. All Sites design, text, graphics, interfaces, and images (and the selection and arrangements thereof), and software, hypertext markup language ("HTML"), scripts, active server pages, and other content and software used in the Sites are reserved.

1. **Termination and Modifications to the Sites.** SHAROOD reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.
2. **Indemnity.** You agree to indemnify and hold SHAROOD, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of the Sites, with your Submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the Sites, your violation of these Terms of Use, and any other acts or omissions relating to the Sites.
3. **Disclaimer of Warranties.** THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THE SITES

(WHETHER PROVIDED BY SHAROOD, YOU, OTHER USERS OR OTHER AFFILIATES/THIRD PARTIES), INCLUDING WITHOUT LIMITATION, FOOD/BEVERAGE ORDERS, SUBMISSIONS, TEXT, PHOTOS, GRAPHICS, AUDIO FILES, VIDEO, AND LINKS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHAROOD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

4. Limitation of Liability. IN NO EVENT SHALL SHAROOD BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF SHAROOD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. SHAROOD ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. SHAROOD ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL SHAROOD'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO SHAROOD OR A PROVIDER AFFILIATE, IF ANY, OR (B) \$100 (WHICHEVER IS LESS). YOU AND SHAROOD AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND SHAROOD AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 7.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

1. Your account, password, and security. Use of Sites services requires that you register and/or create an account ("Account") or use the Sites as a guest. To register and create an Account, you must select an account designation and password and provide certain personal information. In consideration of the use of the Sites' services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration

form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SHAROOD has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SHAROOD has the right to refuse any and all current or future use of the Sites (or any portion thereof). You are responsible for maintaining the confidentiality and security of your Account and password, and you are fully responsible for all activities that occur under your password or Account, and for any other actions taken in connection with the Account or password. You agree to (a) immediately notify SHAROOD of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. SHAROOD will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account and/or password.

2. Links. As a courtesy to you, the Sites may offer links to other websites. Some of these websites may be affiliated with SHAROOD while others are not. SHAROOD is not responsible for the contents of any website pages created and maintained by organizations independent of SHAROOD. Visiting any such third-party website pages is at your own risk. SHAROOD has no control of these third-party website pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party website pages. Your use of such information is voluntary, and your reliance on such information should be made only after independent review. References to commercial products or services within any such third-party website pages do not constitute or imply an endorsement by SHAROOD. By using the Sites you acknowledge that SHAROOD is responsible neither for the availability of, nor the content located on or through any third-party website pages.
3. Trademarks Sharood is a SHAROOD trademarks. Such trademarks and other marks, logos, and names of SHAROOD or the Sites, used on or in connection with the Sites may not be used in connection with any product or service that is not under SHAROOD's ownership or control. Furthermore, such trademarks may not be used in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits SHAROOD. All other trademarks not owned by SHAROOD (or its affiliates)

that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SHAROOD or its affiliates.

4. **Consideration.** You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Sites and receipt or use of data, content, products and/or services through the Sites, the possibility of our review, use or display of your Submission(s), and the possibility of publicity and promotion from our review, use or display of your user-generated content.
5. **Jurisdiction, Applicable Law, and Limitations** This Site is created and controlled by SHAROOD in the Netherlands. You agree that these Terms of Use will be governed by and construed in accordance with the laws and jurisdiction of the Court of Amsterdam, The Netherlands without regard to its conflicts of law provisions. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. SHAROOD makes no claims or assurances that the Sites are appropriate or may be downloaded outside of the United States. You agree that all legal proceedings arising out of or in connection with these Terms of Use, or services available on or through the Sites must be filed in a federal or state court located in Seattle, Washington within one year of the time in which the events giving rise to such claim began, or your claim will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.
6. **General Enforceability.** If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein.

Entire Agreement. Except as expressly provided in a particular "Legal & Privacy" posting or other notice on particular pages of the Sites, these Terms of Use, which hereby incorporate by reference the terms of SHAROOD's Privacy Policy, constitute the entire agreement between you and SHAROOD, superseding all prior agreements regarding the Sites.

No Waiver. The failure of SHAROOD to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision. Neither party hereto shall be deemed to be in default of any provision of the Terms of Use or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.

Headings & Construction. The section titles in the Terms of Use are for your convenience only and carry no contractual or legal effect whatsoever. The language in these Terms of Use shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

Contact SHAROOD. For purposes of providing notice of cancellation or termination, contact us at sharoodapp@gmail.com

Mobile Users

Without limiting any other provisions of these Terms, this section is specific to the use of SHAROOD's downloadable software application(s) (the "Application").

- Use of Content Through the Application

You may choose to download solely for your personal use the Application onto your mobile or wireless device and/or platform (each, a "Mobile Device"). You may not use the Application on any Mobile Device that you do not own or control. Except for use expressly permitted in this Agreement, you may not make other use of any content available through the Application without our express written consent. You will not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, found on the Application. You will not make any changes to any content that you are permitted to download under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You agree that by downloading the Application you are granted a license to use, but do not otherwise acquire any ownership rights in, the downloaded content.

We may automatically check the version of the Application installed on your Mobile Device and, if applicable, provide updates for the Application (the "Updates"). Updates may include, but are not limited to, bug fixes, patches, enhanced

functionality, plug-ins and new versions of the Application. By installing the Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually as requested from time to time.

We have the right to temporarily disable or permanently discontinue any and all functionality of the Application at any time without notice and with no liability to you.

- Third Party Beneficiaries

Apple Inc. and Google Inc. are third party beneficiaries to these Terms. They are not obligated to provide any support, service or maintenance in regards to the Application. However, as third party beneficiaries they have the right to enforce these Terms against you.

Privacy and Security

Please review our Privacy Policy details on information we may collect about you and the software(s) and hardware(s) you are using, including without limitation, location information that may be collected as a result of your use of the Properties through a Mobile Device. It is important that you read and understand the terms of our Privacy Policy.

We make efforts to maintain the security of user submissions. For example, we arrange for encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information and conduct our business. However, we do not guarantee the security of the Properties, our records, your submissions, or anything else. We disclaim all liability for any computer virus or technological problems that we do not intentionally cause. You are encouraged to install and maintain up-to-date security software on your computer.

Disclaimer of Warranties and Limitation of Liability

- Disclaimer of Warranties

YOU BEAR THE ENTIRE RISK OF USING THE PROPERTIES AND ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED ON, OR LINKED TO FROM, THE PROPERTIES. WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THE INFORMATION

CONTAINED, OR PRODUCTS OR SERVICES OFFERED IN THE PROPERTIES. THE INFORMATION MAY CONTAIN ERRORS OR OMISSIONS, FOR WHICH WE EXPRESSLY DISCLAIM ANY LIABILITY. THE PROPERTIES AND THE ENTIRE CONTENTS THEREOF ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE COMPATIBILITY OF OUR PROPERTIES WITH ANY PARTICULAR SOFTWARE OR HARDWARE DEVICES. YOUR USE OF THE PROPERTIES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR SOFTWARE OR HARDWARE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE PROPERTIES.

- Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE PROPERTIES OR ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED IN THE PROPERTIES, INCLUDING WITHOUT LIMITATION THE PERFORMANCE OR NON-PERFORMANCE OF ANY PERSON (I CHANGED RESTAURANT WITH PERSON) IN CONNECTION WITH THE SERVICES, WHETHER THE CLAIM FOR DAMAGES IS BASED ON CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US, IF ANY, FOR THE USE OF THE PROPERTIES.

Miscellaneous

- Indemnity

You agree to indemnify, defend, and hold harmless us and our affiliates, subsidiaries, successors, assignees, licensees, directors, officers, employees, agents, contractors, vendors, business partners, owners, and professional advisors from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable attorney fees) related to (i) Your Content, (ii)

your unauthorized use of the Properties, or products or services included or advertised in the Properties; or (iii) your breach of these Terms.

- Data Fees

Data, messaging, or other ISP and carrier fees may apply in your use of the Properties.

- Changes to the Terms

SHAROOD may modify these Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of the new Terms. If you do not agree to, or cannot comply with, these Terms as modified, you must stop using the Properties and, if applicable, cancel your account. You understand and agree that your continued use of the Properties after any posted modification to the Terms indicates your acceptance of the modification.

- Interpretation

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms. These Terms shall not be construed against us on the grounds that we conducted or arranged for the drafting of the Terms.

- Governing Law/Dispute Resolution

These Terms are governed exclusively by the laws of the State of Washington and the United States. Any controversy or claim relating to these Terms or the Properties shall be submitted to the judicial courts located in King County in the State of Washington. You consent to the exclusive jurisdiction of those courts. You must commence any legal action against us within one (1) year after the alleged harm initially occurs. Failure to commence the action within that period shall forever bar any claims or causes of action regarding the same facts or occurrence. WHERE PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHTS TO A JURY TRIAL.

- Severability

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

Review Guidelines

Reviews are approved based on the following criteria:

RELEVANCY

Reviewers must have had a firsthand experience with the restaurant.

ACCEPTABLE CONTENT

We can reject and remove any comment without warning or explanation. We're not going to as long as you follow our guidelines, but we do reserve that right. As for those guidelines:

- No offensive language.
- Discrimination based on the grounds of race, religion, gender, national origin, age, marital status, sexual orientation or disability will not be tolerated.
- Referencing illegal activity is not okay.
- Competing people are not allowed to post negative reviews. Violation of this policy will result in permanent removal from our site without a refund.
- Allegations of health code violations are not acceptable.

NOT ENDORSED

SHAROOD does not endorse reviews, and they do not represent our views. We also don't assume liability for the content of any review.

OWNED BY SHAROOD

We own all reviews exclusively and forever. We have the right to reproduce, modify, translate, transmit and distribute all materials relating to reviews. We are under no obligation to pay you for your reviews.

REMOVABLE

Each review may be removed if requested by one of our users. If you are offended by something on the site, let us know.

Leftover Provider Agreement

1. Provider warrants that it shall be solely responsible for every claim, allegation, damage, liability, obligation, award, settlement and expense, including without limitation attorneys' fees and court costs (collectively, "Losses") arising in connection with the Provider's distribution of any food and drink; compliance with any applicable laws, taxes or tariffs related to internet electronic commerce; delivery service and parking accessibility, if any; compliance with appropriate health codes with respect to preparation of food and beverages; and all matters concerning quality and condition of the food and beverages.
2. Provider will indemnify, defend and hold harmless SHAROOD, its business units, and each of SHAROOD's respective officers, directors, shareholders, employees, representatives, successors and assigns, from and against all Losses, to the extent such Losses are related to: (a) any development, operation or maintenance of the SHAROOD Websites done at Provider's direction or request; (b) any claim that Provider Content provided by Provider infringes or misappropriates any third party's copyright, U.S. or European patent, trademark or other proprietary right; or (c) the breach of any representation, or warranty made by Provider in this Agreement.
3. SHAROOD shall own all intellectual property rights associated with the finished assembled Project website, web pages and associated content created by SHAROOD. This content includes, but is not limited to the design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed for or purchased on behalf of Provider in connection with the Project.
4. Provider will indemnify, defend and hold harmless SHAROOD, its business units, and each of SHAROOD's respective officers, directors, shareholders, employees, representatives, successors and assigns, from and against all Losses, to the extent such Losses are related to: (a) the development, operation, maintenance of the Project website done at Provider's direction or request; (b) any claim that content provided by Provider infringes or misappropriates any third party's copyright, U.S. or European patent, trademark or other proprietary right; or (c) any claim that the Project website and content displayed therein is defective, inaccurate or causes injury to any third party. SHAROOD does not warrant that the

functions of the Project website, will meet Provider's expectations of site traffic or resulting business or that the operation of the Project web pages will be uninterrupted and/or error-free. Provider will not hold SHAROOD responsible for occasional downtime of the Project website due to line interruptions and/or other instances beyond SHAROOD's control.

5. This Agreement, including any future Agreement modifications, constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreement, written and oral, with respect thereto. Provider agrees that acceptance of any Services shall be subject to the then-current Agreement terms, and continued acceptance of the Services following Agreement modifications confirms that Provider has read, accepted, and agreed to be bound by such modifications. All Agreement modifications shall be posted at Sharoodapp.wordpress.com and shall be effective immediately upon posting.

INTERNATIONAL USERS:

THESE AGREEMENTS WERE WRITTEN IN ENGLISH (US). TO THE EXTENT ANY TRANSLATED VERSION OF THIS AGREEMENT CONFLICTS WITH THE ENGLISH VERSION, THE ENGLISH VERSION CONTROLS.

Special Provisions Applicable to Users Outside of the Netherlands. We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with SHAROOD outside the the Netherlands:

You consent to having your personal data transferred to and processed in the United States or Europe.

If you are located in a country embargoed by the Netherlands, or are on the Dutch Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on SHAROOD (such as advertising or payments) or operate a Platform application or website.

Sharood Terms of Use

If there are any questions regarding this privacy policy you may contact us using the information below.

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