

UrbanDaddy Terms of Use

These Terms of Use (this "**Agreement**") apply to your consumer use of (1) the website at <http://exchange.urbandaddy.com> (the "**Site**") and (2) the restaurant reservation services made available by UrbanDaddy, Inc. through the Site (the "**Reservation Services**"), and (3) any other services or features made available by UrbanDaddy, Inc. through the Site. Together, the items in (1) and (2) are the "**Services**".

In this Agreement, "**UrbanDaddy**" and "**we**" mean UrbanDaddy, Inc., and "**User**" and "**you**" mean any user of the Services. This Agreement incorporates UrbanDaddy's 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 "**UrbanDaddy Policies**").

By accessing or using the Services or clicking "accept" or "agree" to this Agreement, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

UrbanDaddy may update or revise this Agreement (including any UrbanDaddy Policies) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to click "accept" or "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, your sole recourse is to terminate your use of the Services. Except as otherwise expressly stated by UrbanDaddy, any use of the Services is subject to the version of this Agreement in effect at the time of use.

Part I - Reservation Services

1. Restaurant Reservations. UrbanDaddy provides the Reservation Services to User for the purpose of assisting User in securing dining reservations at third-party restaurants (each, a "**Restaurant**"). In response to a User's online request for a Restaurant reservation through the Site, UrbanDaddy will secure the reservation on behalf of the User. The availability of reservations is determined at the time of User's query. Once a reservation is made by User through the Site, UrbanDaddy will provide confirmation of the reservation to User by email. By using the Services, User agrees to receive reservation confirmations by email after booking a reservation through the Reservation Services. UrbanDaddy may request certain information from you in order to secure a Reservation (the "User Content"); you agree to provide such information in order to allow UrbanDaddy to perform the Services. User Content, including personal and financial information, is collected solely by UrbanDaddy.

2. Payment Card Information. In order to use the Services, you must provide account information for at least one valid debit or credit card through the Site. UrbanDaddy uses this debit or credit card account information as described in our privacy policy or to charge Users a cancellation fee for a violation of our cancellation policy in Section 3.

To the extent permitted by applicable law and subject to our privacy policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments, manage debit and credit card information and detect and prevent fraud.

By providing debit or credit card account information through the Site, you represent, warrant, and covenant that: (1) you are legally authorized to provide such information to us; (2) you are legally authorized to perform payments from the debit or credit card account(s); and (3) such action does not violate the terms and conditions applicable to your use of such debit or

credit card account(s) or applicable law. When you secure a reservation using a debit or credit card account via the Site, you represent, warrant, and covenant that there are sufficient funds or credit available to honor the cancellation policy using the debit or credit card account.

3. Cancellation Policy. UrbanDaddy 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 at a minimum cancel any reservations that they will be unable to honor at least 24 hours in advance of the reservation. You may cancel your reservation by calling UrbanDaddy at 646-981-6360. If you do not honor your reservation or cancel your reservation within 24 hours of the reservation time, you may incur a charge of \$50 per person (plus transaction fees).

Some restaurants may utilize a more strict cancellation policy requiring either more advance notice, higher cancellation fees, or both. Those cancellation policies will be clearly noted when you are making a reservation. By accepting a reservation at one of these venues, you agree to abide by those cancellation fees (and associated transaction fees) and incur whatever charges may arise from your cancellation or no-show.

4. Usage Guidelines. User agrees to use the Reservation Services only to book reservations at Restaurants and then honor those reservations by arriving at the Restaurants on time and ordering and paying for meals. User further agrees not to book more than one reservation for User's personal use during any one meal time (e.g., lunch, dinner, etc.). Resale or attempted resale of reservations is prohibited and is grounds for, among other things, cancellation of your reservations or termination of your access to the Services.

Part II - General

5. Privacy Policy. UrbanDaddy is committed to helping you safeguard your privacy online. Please review our [privacy policy](#) for details about how we collect, use, and disclose information in connection with the Services.

6. Communications from UrbanDaddy. The Site may use GPS locator capabilities to identify your current location. If you provide a mobile phone number, you hereby expressly consent to receive SMS text messages or phone calls from UrbanDaddy or the Restaurants regarding the Services and as otherwise described in our privacy policy. The communication standards for the Services include, but are not limited to: SMS, GPS, and web-based browser technology. In order to use the SMS-based Services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access the Services.

7. Technical Requirements. Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. UrbanDaddy does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the Site, and some features and portions of the Site (including, but not limited to, making reservations) may not be accessible with JavaScript disabled.

8. Modifications to Services. UrbanDaddy reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the Site or Restaurants. UrbanDaddy shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.

9. Intellectual Property Rights and Grant of Rights to User. The features, information, and materials provided and depicted through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the “**Content**”) are provided to User by UrbanDaddy or its partners or licensors solely to support User’s permitted use of the Services. The Content may be modified from time to time by UrbanDaddy in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or the Content by User shall constitute a material breach of this Agreement. UrbanDaddy and its partners or licensors retain all rights in the Services and Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of UrbanDaddy or any third party is granted under this Agreement.

10. Application License. Subject to the terms and conditions of this Agreement, UrbanDaddy grants User a non-exclusive, non-transferable, revocable license to use the Site, in object code form only, on User’s compatible mobile devices, solely to support User’s permitted use of the Services.

11. Use Restrictions. The Services and Content are offered solely for User’s personal use for the purposes described in this Agreement. Any and all other uses are prohibited. UrbanDaddy expressly reserves all its rights and remedies under applicable state and federal laws. UrbanDaddy reserves the right, in its sole discretion, to refuse service, remove or edit content, cancel reservations, or deny access to the Services. You agree not to (and not to allow any third party to): (1) use any deep-link, robot, spider, scraper, or other automatic or manual device, process, or means to access, copy, search, or monitor any portion of the Services or Content, except as expressly authorized by UrbanDaddy; (2) take any action that imposes or may impose (in UrbanDaddy’s sole determination) an unreasonable or a disproportionately large load on the Services or UrbanDaddy’s infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (4) rent, lease, copy, provide access to or sublicense any portion of the Services or Content to a third party; (5) use any portion of the Services or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to UrbanDaddy); (7) modify any Services or Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the Services or Content; (9) use the Services or Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the Services or Content or access or use the Services or Content for competitive analysis or benchmarking purposes.

12. Termination. UrbanDaddy 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, UrbanDaddy may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any UrbanDaddy Policies). After any suspension or termination, you may or may not be granted permission to use the Services. You agree that UrbanDaddy shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time.

13. Your Representations and Indemnity. You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by UrbanDaddy and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at UrbanDaddy’s request) defend UrbanDaddy, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the

"UrbanDaddy Parties") from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of this Agreement.

14. Liability Limitations. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE URBANDADDY PARTIES BE LIABLE FOR ANY INJURIES, LOSSES, CLAIMS, OR DIRECT DAMAGES OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE ANY WAY CONNECTED WITH (1) THIS AGREEMENT, (2) ANY USE OF THE SERVICES, THE CONTENT, OR THE USER CONTENT, (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE SERVICES), OR (4) YOUR VISIT TO ANY RESTAURANT OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY RESTAURANT IN CONNECTION WITH THE SERVICES. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING YOU TO THE URBANDADDY SITE BY REFERRAL, LINK, OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES OR THE CONTENT. URBANDADDY IS NEITHER AN AGENT OF NOR OTHERWISE ASSOCIATED WITH ANY RESTAURANT FOR WHICH A USER HAS MADE A RESERVATION.

You and UrbanDaddy understand and agree that the disclaimers, exclusions, and limitations in this Section 13 and in Section 14 are essential elements of this Agreement and that they represent a reasonable allocation of risk. In particular, you understand that UrbanDaddy would be unable to make the Services available to you except on these terms and agree that this Agreement will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

15. Disclaimer of Warranties. THE SERVICES, ALL CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO USER ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. URBANDADDY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. URBANDADDY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT URBANDADDY WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. URBANDADDY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF URBANDADDY.

THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. Links to Third-Party Websites. The Services may contain hypertext links to websites operated by parties other than UrbanDaddy. Such hypertext links are provided for User's reference only, and UrbanDaddy does not control such websites and is not responsible for their content. UrbanDaddy's inclusion of any hypertext links to such websites does not imply any endorsement of the material on such websites or any association with their operators. UrbanDaddy assumes no liability whatsoever for any such third-party websites or any content, features, products, or services made available through such third-party websites.

17. **Release.** Restaurants are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you as a result of your interaction with or visit to any Restaurant or from any product or service of any Restaurant. You hereby release the UrbanDaddy Parties from any and all such Claims. IN CONNECTION WITH THE FOREGOING, IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." You hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims you may have against the UrbanDaddy Parties pertaining to the subject matter of this Section 17.

18. **Notify Us of Infringers.** If you believe any of the Services violate your copyright, notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this Section.

In order for us to take action, you must do the following in your notice:

- (a) provide your physical or electronic signature;
- (b) identify the copyrighted work that you believe is being infringed;
- (c) identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it;
- (d) provide us with a way to contact you, such as your address, telephone number, or email;
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, its agent, or the law to be used in connection with the Services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury) you are authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for our copyright agent:

Copyright Enforcement

UrbanDaddy, Inc.

900 Broadway, Suite 1003

New York, NY 10003

copyright@urbandaddy.com

Again, we cannot take action unless you give us all the required information.

19. **Severability.** If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof)

notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

20. **Assignment.** This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by User, but may be freely transferred, assigned, or delegated by UrbanDaddy.

21. **Waiver.** Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

22. **ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE.** Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and the UrbanDaddy Parties or their successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("**AAA**"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "**Rules and Procedures**").

You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and UrbanDaddy must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR URBANDADDY MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, UrbanDaddy will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (4) UrbanDaddy also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law.

Notwithstanding the foregoing, either you or UrbanDaddy may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively

brought in the state or federal courts located in New York County, New York. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in New York, New York in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New York County, New York for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

With the exception of subparts (1) and (2) in this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (1) or (2) is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor UrbanDaddy shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in New York County, New York.

For more information on AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

42. Choice of Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

REVISION DATE: November 5, 2014