

# Terms & Conditions

Last updated: **February 01, 2019**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the website and the mobile application (together, or individually, the "Service") operated by GrabTalent LLC ("us", "we", or "our").

## Applicability

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

You hereby declare that the information or documents provided by you to GrabQpons are true and correct to the best of your knowledge. You, understand and agree that GrabQpons, at its discretion, may institute and conduct a background check to verify the information furnished by you herein at the GrabQpons Site or Platform, which may require disclosure of information to third parties and You authorize GrabQpons to carry out such background verification and agree to provide any/all information required by GrabQpons in this regard. You acknowledge and agree that providing any false information may result in GrabQpons delisting you from the Platform and take such action as GrabQpons may deem appropriate. In addition, You agree that GrabQpons has rights to seek any legal remedies including indemnification and damages from you for any loss caused to GrabQpons as a result of any false information provided by you to GrabQpons

You acknowledge that any statements or information or documents provided by you do not create an expressed or implied contract with GrabQpons. Any premise to the contrary will be relied upon by you and You shall be liable for the same. You therefore agree to provide to GrabQpons, all persons or entities affiliated to GrabQpons in my or my agent's possession in considering you as a merchant for its Platform.

## Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

## Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or GrabQpons cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting GrabQpons customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide GrabQpons with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize GrabQpons to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, GrabQpons will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## Free Trial

GrabQpons may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by GrabQpons until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, GrabQpons reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## Fee Changes

GrabQpons, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

GrabQpons will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

### **ORDERS**

The Restaurant/store acknowledges and agrees that the end-user customers of the GrabQpons Services (the "Customers") may place orders with the Restaurant/Store, through the GrabQpons Website or app or other media or media channels, devices, software, or technologies as may be included within the GrabQpons Services, for the food and beverages, and pick-up and/or delivery services in connection therewith, as is set forth on the Restaurant/Store Menu (the "Customer Orders"). Upon placement of such a Customer Order, GrabQpons will send confirmation thereof to the Restaurant/Store via the app notification or email address, GrabQpons currently follows the Order Confirmation with an kitchen printer or Acknowledg order thru GQ partners App.

### **PAYMENT**

GrabQpons Services currently allow a Customer to pay for a Customer Order via credit card, PayPal®, If the Customer Order is paid via credit card or PayPal, the full purchase price for such Customer Order, including sales and any other applicable taxes, shall be processed and received by GrabQpons and, at least once per calendar month, GrabQpons will deliver to the Restaurant/Store the aggregate purchase price of all Customer Orders applicable to the Restaurant/Store that were so processed by GrabQpons, less GrabQpons' commission percentage (the "Commission Percentage") and the applicable credit card merchant payment processing fee, via direct bank deposit or check (the "Processing Fee"). The applicable Commission Percentage and Processing Fee are set below. Late payments will bear interest at a rate equal to the lesser of one percent (1%) per month (or portion thereof) or the maximum interest rate otherwise permitted by applicable law.

### **COMMISSION PERCENTAGE**

The Commission Percentage shall mean 5% of Restaurant/Store's Net Sales, as defined below, flat \$2 fee per reservation/dinner, "Net Sales" means the gross amount charged by Restaurant/Store to any customer that is attributable to any order through the GrabQpons Service, less all: (a) taxes (e.g., sales) other than taxes based upon Company's net income, (b) gratuities, and (c) amounts allowed or credited due to returns.

### **PROCESSING FEE**

The following table sets forth the applicable Processing Fee from Braintree payment gateway provider, for all permitted credit card merchants :

2.9% + \$.30 per transaction

- For standard merchants, applies to Visa, Mastercard, Discover, American Express, JCB, and Diners Club cards, as well as Venmo and digital wallets.
- For verified charitable 501(c)(3) organizations, pricing is 2.2% + \$.30 per transaction for Visa, Mastercard, Discover, JCB and Diners Clubs cards, as well as Venmo and digital wallets, and 3.25% + \$.30 per transaction for American Express cards.
- An additional 1% fee applies to transactions presented in any non-USD currency.
- An additional 1% fee applies when the customer's card is issued outside of the United States.
- A flat \$15 fee is assessed for each chargeback.
- Transactions fees charged by Braintree will not be returned for refunded transactions. However, if you signed up prior to 1 August 2018, transaction fees charged by Braintree are returned for fully refunded transactions.

### **TAXES**

Notwithstanding anything to the contrary herein, the Restaurant/Store is, and will be, responsible for all taxes, payments, fees, and any other liabilities associated with the computation, payment, and collection of taxes in connection with Customer Orders and the Restaurant/Store's use of the Website and the GrabQpons Services. GrabQpons may charge and collect sales tax from Customers as an agent on behalf of the Restaurant/Store in accordance with instructions provided by the Restaurant/Store or applicable law; and, in which case, GrabQpons will collect such sales tax solely as an agent on behalf of the Restaurant/Store and shall pay such amount collected to the Restaurant/Store (or as may be otherwise required by applicable law). The Restaurant/Store shall be solely responsible for verifying amounts collected, filing the appropriate tax returns, and remitting the proper amount to the appropriate taxing authorities. Sales tax shall include any sales, use, privilege, gross receipts, restaurant, excise, or other tax due in relation to the sale of food and beverages, including pick-up and delivery services (if applicable), by the Restaurant/Store.

### **RESTAURANT/STORE REPRESENTATIONS, WARRANTS, AND COVENANTS**

The Restaurant/Store hereby represents, warrants, and covenants that:

- a. the prices charged to Customers through the GrabQpons Services will not be higher than those charged to any customers that place orders directly with the Restaurant/Store;
- b. it will comply, and prepare, sell, market, and provide all foods in strict compliance, with all federal, state, and local laws, rules, regulations, and standards pertaining to food preparation, sale, marketing, safety, and as otherwise applicable to the Restaurant/Store's operation of its business.
- c. it will not offer for sale any potentially hazardous food, alcoholic beverage, tobacco product, or any other item prohibited by law or by GrabQpons' then-current policies;

d. it bears all risks to persons and property arising from its (or its employees' or service providers') contact therewith, and waives, and agrees to indemnify GrabQpons for, any and all claims relating thereto against GrabQpons.

e. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of the Restaurant/Store's Marketing Materials pursuant to the license rights granted to GrabQpons by this Agreement does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party; and

f. The Restaurant/Store's Marketing Materials do not violate any state or federal law, rule, or regulation applicable thereto, including with respect to electronic advertising.

## **NOTICES**

Except as explicitly stated otherwise, any notices given to GrabQpons shall be given by email to [support@GrabQpons.com](mailto:support@GrabQpons.com). Any notices given to the Restaurant/Store shall be to the email address provided during the Registration Process (or as such information may be updated via the Website by Restaurant/Store from time to time) provided, however, that GrabQpons may also give notices via regular mail.

Additionally, the Restaurant/Store may contact GrabQpons at the address, fax, and telephone number provided below (as may be updated by GrabQpons from time to time) with respect to any complaint regarding the GrabQpons Services or to receive further information regarding the GrabQpons Services.

GrabQpons Email: [support@GrabQpons.com](mailto:support@GrabQpons.com) Phone: 704-900-2968

## **INSURANCE**

The Restaurant/Store shall at all times maintain comprehensive public liability insurance (which may be under a blanket policy), issued by a licensed insurer rated A+10 or better in "Best's Insurance Guide", insuring the Restaurant/Store against any liability arising out the lease, use, occupancy of maintenance of its premises and all areas appurtenant thereto and the operation of the business, which will have a limit of not less than \$2,000,000 combined single limit for injury to, or death of, one or more persons per occurrence, and for damage to tangible property per occurrence.

## **GrabQpons CONTENT**

Excluding the Marketing Materials, all of the content on the Website and included in the GrabQpons Services (including without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics, the "GrabQpons Content"), including the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to GrabQpons, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. All GrabQpons graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of GrabQpons in the U.S. and/or other countries. GrabQpons' trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of GrabQpons. The Restaurant/Store agrees not to circumvent, disable or otherwise interfere with any security related features of the Website or the GrabQpons Services, or any other features that seeks to either prevent or restrict the use or copying of any GrabQpons Content or enforce limitations on use of the Website, the GrabQpons Services, or the GrabQpons Content therein.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of GrabTalent LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of GrabTalent LLC.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by GrabTalent LLC

GrabTalent LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that GrabTalent LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless GrabTalent LLC and its licensee and licensors, and their employees, contractors, agents,

officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

### **Limitation Of Liability**

In no event shall GrabTalent LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

GrabTalent LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Texas, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Contact Us**

In order to resolve a complaint regarding the Website or the GrabQpons Services, or to receive further information regarding the GrabQpons Services, please contact GrabQpons as set forth below, or, if any complaint with GrabQpons, the Website, or the GrabQpons Services is not satisfactorily resolved.

[GrabQpons.com](http://GrabQpons.com)

PO Box 6370 , KATY, TX - 77491

Email: [support@GrabQpons.com](mailto:support@GrabQpons.com)

Phone: (704) 900 - 2968