

# Welcome to Tastewise

Please read and accept this User Agreement (the “**Agreement**”) before creating an account in Our Website and/or using Our Platform or Website (as defined below), as they constitute a legally binding Agreement between You (as defined below) and Tastewise Technologies Ltd. and any of its subsidiaries (“**Tastewise**” or the “**Company**”) and govern Your use of Our services, applications, or websites (collectively: the “**Service**” and “**Our**”, “**Us**” or “**We**” respectively). By creating an account in the Website (as defined below), You are accepting this Agreement on behalf of Your company or any other organization that You may be part of, and You fully represent and warrant that You have been granted with the full authority to bind Your company or organization and its Authorized Users (“**You**”) to this Agreement. All capitalized terms used herein shall have the meanings given for such terms herein.

## 1. The Services.

1.1. The Platform. Tastewise is the owner or licensee of the Tastewise platform, an AI driven data platform, designed and intended for businesses, that helps You with Your product innovation, by reflecting consumer insights based on menu and social data, part of which is subject to an annual payment (the “**Platform**”).

1.2. The Website. Tastewise's Website (<https://tastewise.io>) provides You with information about the Company and its Service, and enables You to purchase subscription to the Service (“**Website**”). Based upon the purchase You have made, We will grant You access to the Service or certain parts of it. Your users’ access to the Service is limited and shall be made for personal use alone, all as described under this Agreement and subject to Your compliance with applicable law.

1.3. Tastewise will provide the Service, and You may access and use the Service, in accordance with this Agreement. If You order the Service through an online registration page or an order form (each an “**Order Form**”), such Order Form may contain additional terms and conditions and information regarding the Service You are ordering.

## 2. Platform Subscription.

Subject to Your compliance with this Agreement, solely during the Term (as defined below) and upon receipt of signature on contract or Order Form, You and Your Authorized Users (as defined below) will be granted with a non-exclusive, non-transferable, revocable and limited license to use the Platform for an agreed upon number of users and features for a designated period (“**Subscription**”). No other use of the Platform not specified in this Agreement and/or in the Subscription, including use by any other employees, agents, contractors, consultants, representatives, personnel or other parties or individuals of or on behalf of You shall be permitted. You shall ensure that each Authorized User is bound by and complies with all of the applicable provisions of this Agreement. You will remain liable at all times for (i) all obligations hereunder arising in connection with Your or any Authorized User’s use or access of the Platform or any other Intellectual Property Right (as defined below) or exercise of any rights under this Agreement; (ii) any act or omission by You or by any Authorized User which, if performed or omitted by You, would be a breach of this Agreement; and (iii) any damages, costs, expenses or other liabilities caused by You or such Authorized User.

“**Authorized Users**” means Your authorized employees or contractors to use the Platform, upon Company's approval, which number is as set forth in each applicable Order Form.

## 3. Use of the Service.

3.1. The Service may only be used in compliance with all applicable laws and for legitimate purposes. As part of the Subscription, You may use the Service only for Your own non- commercial purposes and for no other purpose, except as expressly permitted in this Agreement.

3.1.1. *Specifically*, You may not, and shall not allow any third party to use the Service, Platform or Website in the following manners: (i) in any unlawful manner or for any improper, defamatory, offensive, obscene or otherwise objectionable purpose, or in breach of this Agreement; (ii) in breach of confidence or privacy or of any third party's rights including copyright, trade mark or other intellectual property rights; (iii) in a manner that is misrepresentative or misleading as to Your identity or which in any way suggests that You are sponsored, affiliated or connected with Tastewise, including but not limited to give, sell, rent, lease, sublicense, disclose, publish, assign, market, sell, transfer or distribute any portion of the Platform and/or Service to any third party; (iv) in any manner which may damage Tastewise or its reputation, including present or share the data or information received through the Platform without Tastewise's prior consent; (v) disassemble, reverse engineer or otherwise decompile any software, applications, updates or hardware contained in or available via the Service or any part thereof; (vi) interfere with the Service in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users, including any action that may impose an overload on the Platform; (vii) copy, distribute, communicate to the public, sell, rent, lend or otherwise use the Service, or seek to violate or circumvent any security measures employed to prevent or limit Your access to or use of the Service; (viii) introduce onto, or transmit via, the Service any disruptive computer program code, virus, 'denial of service' or 'spam' attack, worm, Trojan horse, authorization key, license control utility or software lock; (ix) remove, alter or replace any notices of authorship, trademarks, business names, logos or other designations of origin on the Service or pass off or attempt to pass off the Service as the product of anyone other than Tastewise; (x) use any automated computer program or application to scan, copy, index, sort or otherwise exploit Service; (xi) use the Platform or any other part of the Service thereof to develop, offer, operate, support or enable a competing service or product. Notwithstanding the aforesaid, You shall be entitled to share data resulting from Your use of the Services, all in accordance with the provisions of Section 16 below.

3.2. When You create an account with Us and in order to use the Platform, You must acknowledge and agree: (1) to provide Us information that is accurate, complete, and current at all times; (2) to keep and ensure that Your account information is kept secure at all times and to remain solely responsible and liable for any failure to keep Your account details secured. Failure to do the mentioned above constitutes a breach of the Agreement, which may result in immediate termination of Your account on Our Service. You acknowledge that any personally identifiable information which You submit to Our Service may be used aggregately for statistical purposes. If You become aware, or suspect for any reason, that the security of Your log-in details has been compromised, please let Us know as soon as You can.

3.3. The purchase of the Service or any other application available for purchase, and/or the use of the Website and/or the Platform are subject to a representation and/or warrant by You that You are at least 18 years old. If You are under 18 years old please do not visit, access or use the Website and/or the Platform. You confirm that You are competent to enter into these terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.

3.4. If We believe, in Our sole and absolute discretion, that You are using the Platform in a manner that may cause harm to Us or any third party, or which is in breach of this Agreement, then We may, without derogating from the termination provisions set under Section 10 to this Agreement, suspend or terminate Your Account or Your access to and use of the Platform, or parts thereof.

3.5. We shall not be responsible for any degradation, downtime, or inoperability of the Platform if such is caused due to any of the following ("**Exceptions**"): (i) Your misuse of the Platform or in violation of the terms of the Agreement; (ii) failures of Your internet connectivity; (iii) Your failure to meet any minimum hardware

or software requirements prescribed by Us from time to time; (iv) scheduled downtimes by Us (v) failure of the Platform due to unauthorized changes or modification or additions made by You in the existing interfaces with Services; or (vi) failure of the Platform or set off or configuration of the system due to failure or delays caused by third party providers.

#### 4. Your Responsibilities.

4.1. You shall be responsible for all activity occurring under Your user accounts and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with Your use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. Without derogating from the foregoing, You shall: (i) notify Us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Us immediately and use reasonable efforts to stop immediately any copying or distribution of the Services; and (iv) not impersonate or provide false identity information to gain access to or use the Services.

4.2. You acknowledge that in order to perform the Services, certain cooperation will be required from You, including with providing Us with support and assistance in various tasks including, but not limited to provide data, information and documentation of relevant software interfaces (to the extent needed).

#### 5. Third Party Content and Software.

5.1. We use commercially reasonable efforts to maintain the highest Service availability. However, We cannot guarantee that the Service will operate in an uninterrupted or error-free manner. We perform Service maintenance and use commercially reasonable effort to schedule Our system down-time to off-peak hours and to avoid service interruptions and delays.

5.2. Our Service includes processing and presenting publicly available content that is not owned or controlled by Tastewise, including, among others, content which is presented “as-is”, derivatives and aggregated analysis of such content (collectively, “**Third Party Content**”). You agree that We are not responsible for any such Third Party Content, nor are We liable for any losses or damages arising from such content.

5.3. We do not warrant that the information available on Our Service is complete, reliable, and accurate, has no errors or is up to date. We have the right to edit and change some or all the content, in Our own sole judgment, without prior notice. Your use of the Service and its available content, or any part thereof, is made solely at Your own risk and responsibility.

5.4. You acknowledge and agree that Your use of Third Party Content is subject to this Agreement, privacy policies, practices, licenses and any other binding documents of the holders of the rights to the Third Party Content; We shall not be responsible or liable, directly or indirectly, for any breach, damage or losses incurred by any third party, arising from Your use of Third Party Content through the Service. We are not responsible for, and We disclaim any warranties regarding, accuracy, appropriateness, usefulness, safety to any Third Party Content, including, but not limited to links, text, data, images, videos, testimonials, advertisements, statements, advice, rating, content, services, products, offers, affiliate links or web pages. Should You leave Our Service with any of the links and Third Party Content offered on the Service, You do it at Your own risk and We shall not be liable or responsible as mentioned above.

5.5. The Service may utilize or include third party software that is subject to open source and third party license terms (“**Third Party Software**”). You acknowledge and agree that Your right to use such Third Party Software as part of the Service is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable

acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event, shall the Service or components thereof be deemed to be “open source” or “publically available” software.

## 6. Intellectual Property Ownership.

6.1. We (and Our licensors, where applicable) shall exclusively own all right, title and interest, including all related Intellectual Property Rights (as defined below), in and to the Services and the Platform, any technology used to provide the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Services. This Agreement shall not constitute and is not a sale and does not convey to You any rights of ownership or any other right not explicitly granted under this Agreement in or related to the Services, the Platform, Our technology or the Intellectual Property Rights owned by Us other than the limited right to access and use the Services during the Term pursuant to the terms of this Agreement. Our name, logo, and the product names associated with the Services are trademarks of the Company or third parties, and no right is granted to use them.

**“Intellectual Property Right”** means any intellectual property right existing from time to time under any applicable law, state or local law, rule or regulation, including but not limited to any patent, patentable invention, patent application, all work of authorship, copyright, mask works, trademark, service mark, licenses, trade secrets, software, know how, documentation, drawings, schemes, ideas, designs, concepts, techniques, methodologies, processes, inventions, research and development, discoveries, publicity right, privacy right, moral rights or other property or proprietary right and any application, renewal, reexamination, reissues, extension, restoration, modification, updates, derivatives or variations of the foregoing, to the extent applicable.

## 7. Customer Data.

**“Customer Data”** means all information, including, data, text, strings, images, documents, materials, results, opinions and all other forms of data or information made available by the Customer and/or any of its Authorized Users for use in connection with the Services. Customer Data shall remain the sole property of the Customer. Customer hereby grants Tastewise during and after the term of this Agreement, a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license to use, copy, distribute, display, modify and create derivative works of Customer Data for internal business purposes only including product analytics, enhancement and improvement of the Services. Tastewise reserves the right to take appropriate action including, without limitation, removing, suspending or disabling access to the Services if Tastewise suspects and/or receives notice of an alleged infringement or violation of applicable laws arising out of or based upon Customer Data.

## 8. Privacy Policy.

8.1. You acknowledge and agree that We will use any personal information that We may collect or obtain in connection with the Service in accordance with Our Privacy Policy available at <https://tastewise.io/privacy> (**“Privacy Policy”**).

8.2. Subject to Our Privacy Policy, We reserve the right to access, read, preserve, and disclose any information that We obtain in connection with the Service as We reasonably believe necessary to: (i) satisfy and/or required by any applicable law, regulation, legal process or the authorities (ii) enforce this Agreement (iii) detect, prevent, or otherwise address fraud or security (v) respond to any support requests, and/or (vi) protect the rights, property or safety of Tastewise and its users.

## 9. Subscription Fees and Payments; Order Forms.

9.1. In consideration for the right to use the Service under herein, You will pay subscription fees in the amount and payment terms under the applicable Order Form (the “**Subscription Fees**”). You agree that in the event You fail to timely pay the Subscription Fees, We may take all steps We deem necessary to collect such fees from You, including suspending and/or terminating Your Subscription and/or access to the Platform. You will be responsible for all costs and expenses incurred by Us in connection with such collection activity, including collection fees, court costs and attorneys’ fees.

9.2. All fees are net and exclusive of any taxes levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales tax, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. We are solely responsible for Our income tax. In the event that a sales tax is required to be added to the Subscription Fees, You shall bear and pay such tax and remain liable to Us for any sales and/or other tax that may be imposed on Us pursuant to this Agreement.

9.3. We reserve the right to modify the Subscription Fees for the Service under one or more Order Forms, effective upon commencement of the next renewal Term (as defined below) of the relevant Order Form(s), by notifying You of such change in writing at least 30 days before the end of the then-current subscription Term.

9.4. Unless stated otherwise in the applicable Order Form, Payments must be made in a single installment by wire or bank transfer, due within 30 days of invoice issuance.

9.5. In the event of any conflict between the payment terms here to the payment terms on Your Order Form and/or contract, the terms on Your order form and/or contract shall prevail.

9.6. We reserve the right to: (i) refuse or cancel Your payment at any time for reasons including, but not limited to, product or Service availability, errors in the description or price of the product or service or other reasons; (ii) refuse or cancel Your payment if fraud or an unauthorized or illegal transaction is suspected; (iii) update Our rates from time to time.

## 10. Term and Termination.

10.1. This Agreement will commence on the Effective Date and continue for a period of 12 months thereafter (the “Term”). The Term will automatically be renewed for successive one-year renewal terms from the end of the Term unless either party provides written notice to the other party of its intent not to renew no later than 30 days prior to the end of the Term.

10.2. Termination by Tastewise. Tastewise may terminate or suspend Your use of the Platform and/or Your access to the Service and/or Your account at any time and without prior written notice or liability, for any reason whatsoever, including without limitation if You breach this Agreement. Upon termination of this Agreement, You shall cease all use of the Tastewise Platform.

10.3. Upon termination of the Subscription, You shall cease all use of the Tastewise Platform and will lose all access to the Platform and/or to the Service. Your account and all licenses granted by Tastewise to You under this Agreement shall be terminated. We shall not be liable to You or to any third party for the termination of Your use of Our Platform or any access that You have been granted with. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.



## 11. Confidentiality.

11.1. In this Section **“Disclosing Party”** shall mean the party providing or allowing access to its Confidential Information (as defined below) and **“Recipient”** shall mean the party receiving or being granted access to the Disclosing Party's Confidential Information.

11.2. Except as this Agreement expressly permits otherwise, Recipient shall not: (i) disclose, disseminate, communicate or provide access to any Confidential Information to any third party without the prior written consent of the Disclosing Party and further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information; (ii) reverse engineer, decompile or disassemble any Confidential Information disclosed to it by the Disclosing Party; (iii) use Confidential Information for any purpose other than for performing such Party's obligations hereunder or in a manner that is in contravention of the terms of this Agreement; or (iv) appropriate any Confidential Information to Recipient's use or benefit or to the use or benefit of any third party.

11.3. Recipient shall safeguard the Disclosing Party's Confidential Information with at least the same degree of care that it uses for Recipient's own Confidential Information, but in any case using no less than a reasonable degree of care. Recipient may, without the prior written consent of the Disclosing Party, disclose Confidential Information to Authorized Users and any of Recipient's employees, consultants and representatives with a need to know for the purposes of the use of the Services or for performance of Recipients' obligations hereunder provided that the Recipient shall remain liable at all times for any acts and/or omissions of such Authorized Users, employees, consultants and representatives with respect to the Disclosing Party's Confidential Information.

11.4. The above mentioned confidentiality obligations shall not apply to: any information which the Recipient shall demonstrate: (a) is now or becomes in the future through no act or failure to act on the part of the Recipient, in the public domain; (b) is authorized by the Disclosing Party in writing and in advance for disclosure; (c) is already in the possession of the Recipient at the time of disclosure by the Disclosing Party; (iv) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality; (v) is developed by the Recipient without reference or use of the Confidential Information. Notwithstanding anything to the contrary herein, Confidential Information may be disclosed pursuant to order or requirement of a competent court, administrative agency or other governmental or regulatory body; provided, however, that to the extent permissible, the Recipient shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and that the Recipient shall limit the disclosure to the minimum extent required in accordance with such order or requirement.

**“Confidential Information”** means all information and/or data of a non-public, proprietary, secret and/or confidential nature, whether written, oral or visual in any form or media, transmitted or disclosed or made available by the Disclosing Party to the Recipient (as such terms are defined below), which (a) if in tangible form, shall be marked or otherwise identified as being confidential, and (b) if disclosed orally, shall be identified as confidential at the time of disclosure or would reasonably be expected by a recipient to be confidential or proprietary based on the nature of such information and the circumstances in which such information was provided. Such Confidential Information shall be deemed to include, without limitation, all legal, technical, know-how, inventions, research and development, intellectual property, patent, copyright, business details and plans, financial operations, strategic plans and marketing information, names of contacts, customers and billing details, methods, ideas, concepts, algorithms, manufacturing processes, technical data or specifications, trade secrets, software, programs, software source documents and formulas related to the current, future and proposed products and services, operational matters, and other data and information, in any format, including, but not limited to, analysis, models, diagrams, interpretations and modeling exercises, reports,

documents, memorandums, notes, and any copies thereof as well as any and information learned or developed by the Recipient based on confidential information of the Disclosing Party. Confidential Information shall also include this Agreement and the terms hereof, any third party confidential information.

## 12. No Warranties.

12.1. THE SERVICE, WEBSITE AND PLATFORM ARE PROVIDED ON AN “AS IS” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY FOR ACCESSING AND USING THE SERVICE, WEBSITE AND PLATFORM. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TASTEWISE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF THIS PLATFORM, WEBSITE, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT.

12.2. THE DATA CONTAINED ON THE WEBSITE AND PLATFORM IS BASED ON INFORMATION OBTAINED BY TASTEWISE FROM THIRD PARTIES, INCLUDING ESTIMATIONS AND EXTRAPOLATIONS BASED ON SUCH DATA. TASTEWISE, ITS AFFILIATES AND THIRD PARTY PROVIDERS SHALL: (I) NOT BE HELD RESPONSIBLE OR LIABLE FOR THE ACCURACY OF THE PLATFORM DATA OR ANY OMISSIONS OF DATA IN OR FROM THE WEBSITE AND PLATFORM; AND (II) HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY BUSINESS CONDUCTED OR ANY OTHER ACTION OR INACTION BY YOU OR YOUR AFFILIATES, CUSTOMERS, PARTNERS OR PARTIES WITH WHOM YOU DO BUSINESS, WHETHER OR NOT BASED IN WHOLE OR IN PART ON THE WEBSITE OR PLATFORM OR ANY DATA ACCESSED THEREFROM BY YOU.

12.3. TASTEWISE DOES NOT WARRANT THAT THE WEBSITE AND PLATFORM OR THE ACCESS TO AND USE OF THE SUCH WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR PLATFORM IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

12.4. NO WARRANTY IS GIVEN REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE PLATFORM WILL DETECT, BLOCK OR PREVENT VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS.

12.5. YOU AGREE THAT TASTEWISE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS.

## 13. Limitation of Liability.

13.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR APPLICABLE LAW, EXCEPT (I) GROSS NEGLIGENCE; (II) WILFULL MISCONDUCT; (III) BREACH OF INTELLECTUAL PROPERTY OBLIGATION; (IV) BREACH OF CONFIDENTIALITY OBLIGATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS OR BUSINESS INTERRUPTION, LOSS OF DATA, GOOD WILL, OR BUSINESS OPPORTUNITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF THE SERVICES OR THE PLATFORM, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF INFORMATION OR DATA, OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO TORT

(INCLUDING NEGLIGENCE), CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. IN NO EVENT SHALL OUR TOTAL, AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (IF ANY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND) OR OTHER THEORY OF LIABILITY OR OTHERWISE, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE.

13.3. IN NO EVENT WILL ANY ACTION BE BROUGHT AGAINST US MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

13.4. THE PARTIES UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY LOCAL LAW, THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY REPRESENT THE PARTIES' AGREEMENT AS TO ALLOCATION OF RISK BETWEEN THEM IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS HEREUNDER. THE FEES PAYABLE TO US REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

#### 14. Indemnification.

You shall indemnify, defend and hold harmless Tastewise and its affiliates, partners, suppliers and licensors, and each of their respective officers, directors, agents and employees (the **"Indemnified Parties"**) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: Your (i) access to or use of the Service or Third Party Content; (ii) breach of this Agreement; (iii) violation of law; (iv) negligence or willful misconduct; or (v) violation of the rights of a third party, including the infringement by You of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the License.

#### 15. Governing Law & Exclusive Jurisdiction.

This Agreement shall be governed and construed in accordance with the laws of the state of New York and the United States, without regard to its conflict of law provisions. The courts of New York shall have exclusive jurisdiction in all disputes and proceedings arising from this Agreement and the use of the Service.

#### 16. Branding Guidelines.

You will make sure that any data shared by You with any third party, which is based on the Services, will adhere with the Company's [branding guidelines](#).

#### 17. Customer Reference.

You acknowledge and accept that We have the right to use Your name and company's logo in order to identify you as Our customer and/or as a Platform subscriber, on Our Website, social media channels, marketing materials, PR announcements or otherwise.



## 18. No Waiver.

Any failure by Tastewise to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions of this Agreement will remain in effect. This Agreement, the Order Form and the Privacy Policy constitute the entire agreement between the parties regarding the Service, and supersede and replace any prior agreements the parties might regarding the Service.

## 19. Assignment.

This Agreement and any rights granted to You by Tastewise hereunder and under any contract and/or Subscription and/or Order Form, may not be assigned or transferred by You without the prior written consent of Tastewise. All rights under the engagement with You may be assigned by Tastewise without any restriction or limitation.

## 20. Changes.

We reserve the right, at Our sole and absolute discretion, to modify and/or replace this Agreement at any time and for any reason. Such change will be effective 14 days following a notice that will be sent by Us to You or after the actual change of this document on the Website. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised Agreement. If You do not agree to the new Agreement's terms, please stop using the Service.

## 21. General.

21.1. This Agreement may not be assigned without the prior written approval of the other party, provided, however, that Tastewise may assign this Agreement to a company or other entity controlled, controlling or under same control of Tastewise, or to a purchaser of assets or successor entity without Your prior written consent. This Agreement shall inure to the benefit of, and is binding on, the parties and each of their successors and permitted assigns.

21.2. You and Us are independent contractors, and nothing contained in this Agreement shall constitute or be construed as creating any partnership, joint venture, agency relationship, or employment relationship between the parties.

21.3. Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event.

21.4. This Agreement may be modified only by a written instrument duly executed by the parties. No delay or omission by either party to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver of the delay or omission.

21.5. This Agreement for the benefit of the parties and is not intended to confer any rights or benefits on any third party.

21.6. If any term or condition in this Agreement is invalid or unenforceable under any applicable law, said term or condition will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with said applicable law. The remaining provisions of the Agreement will remain in full force and effect.

21.7. Except as otherwise expressly provided in a writing signed by both parties, this Agreement constitutes the final, entire, and exclusive agreement between the parties with respect to the subject matter hereof and prior drafts related thereto shall be used or imply for the interpretation of this Agreement. Without limiting the foregoing, the parties agree that any of their online, or other, terms and conditions will not apply between them.

21.8. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

If You have any questions about this Agreement, please contact Us at: [info@tastewise.io](mailto:info@tastewise.io)

*Updated September 5, 2023*