

## TERMS OF USE

Last Modified 09/28/2018

This Terms of Use covers Waffle Labs, Inc (“Waffle”, “us”, “we” or “our”) owned and operated websites (“Site”, “Sites”), including <https://trywaffle.com>, and any services offered via the Site (collectively, the “Services”).

Your access and use of the Site is subject to these Terms of Use and the Privacy Policy. By accessing and using the Site, you understand and agree to these Terms of Use and the Privacy Policy. Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Privacy Policy.

If you have any questions regarding the Terms of Use or the Privacy Policy, please contact us at [founders@waffle-labs.com](mailto:founders@waffle-labs.com).

### 1. Site Uses and Conduct

- 1.1. The Site is intended for your personal use. You are solely responsible for your use and access to the Site and you will use and access the Site for lawful purposes only. You will not collect or store personal information or data associated with other users of the Site.
- 1.2. If you submit content to the Site, you will not submit illegal, profane, or otherwise injurious to Waffle.
- 1.3. You will not access or use the Site to infringe on any patent, trademark, trade secret, copyright, or other proprietary right of any party. You will not access or use the Site in a way that could damage, disrupt, or limit the functionality of the Site or otherwise interfere or cause damage to Waffle or the Site. You will not access or use the Site to attempt to or to obtain unauthorized access to the Site, computer systems and networks associated with the Site, or data or other information of any third party by any means. You will not access or use the Site to breach the security of, compromise or otherwise gain access to secured, protected or inaccessible areas of the Site.
- 1.4. You will not impersonate any other person or entity, including our employees or representatives.

### 2. Will We Change This Privacy Policy?

- 2.1. Each time you use our Site or Services the current version of the Terms of Use will apply.
- 2.2. When you use our Site, you should check the date of this Terms of Use (which appears at the top of the Terms of Use) and review any changes since the last version. Our business changes frequently and the Terms of Use is subject to change from time to time. Unless stated otherwise, our current Terms of Use applies to all information that we have about you.

### 3. Limitation of Liability and Warranty Disclaimer

- 3.1. You understand and acknowledge that we cannot promise or guarantee specific results from using the Site.
- 3.2. Waffle does not warrant the Site or services made available on the site for any purpose. Waffle expressly disclaims all implied warranties. Without limiting the foregoing, we make no warranty that the Site or its content or services will meet your requirements, be uninterrupted, timely or error-free.
- 3.3. Waffle cannot and does not guarantee the validity, accuracy, timeliness, completeness, results, of the site or its content or services.
- 3.4. Waffle is not responsible for any damage or loss that may result from a third-party’s interception of the content or services made available to you on the Site. The Site could include technical or other mistakes, inaccuracies or typographical errors. Waffle may make changes to the content and services at the Site at any time without notice. The use of the services or the downloading or other acquisition or any site content is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities.
- 3.5. Waffle will not have any liability or responsibility of any kind whatsoever for any damage or loss in the event of or in connection with any of the following: any failure or interruption of the Site; any error, act or omission in the technical content and operation of the site; any error in the site content; any service made available on the Site.

#### 4. Intellectual Property

- 4.1. The Site and all its content is protected by all intellectual property and/or other proprietary rights available within the United States. All rights, title and interests in the Site and its content (including any information, communications, software, published works, photos, video, graphics, music, sound, or other material that can be viewed by users on the Site and is owned by Waffle) is the sole and exclusive property of Waffle except as stated otherwise.
- 4.2. All custom graphics, icons, logos and service names on the Site are registered trademarks, trademarks or service marks of Waffle or their respective third-party owners. Nothing in these Terms of Use grants you any right to use any mark.
- 4.3. Any unauthorized use of the Site content violates our intellectual property interests and could result in criminal or civil penalties.

#### 5. Termination of Use

- 5.1. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

#### 6. How Do You Contact Us?

- 6.1. To contact us with your questions or comments regarding this Terms of Use or the Privacy Policy, please email us at [founders@waffle-labs.com](mailto:founders@waffle-labs.com).
- 6.2. All communications or material sent by you to us will be treated as non-confidential and non-proprietary information to us, unless as stated otherwise in our Privacy Policy.

#### 7. Governing Law

- 7.1. This Policy is governed by the laws of the State of New York, U.S.A. without giving effect to any principles of conflict of law.