

Plater's Terms of Service

Last modified: August 25, 2023

1. Introduction

Plater's mobile application is a platform that allows users, like you, to browse menus, reviews, social media content, and information about restaurants and other food providers in your area ("**Restaurants**"), place orders with Restaurants through their existing online ordering platforms, and have your food delivered by our delivery partners ("**Delivery Partners**"), all through one convenient mobile application (collectively the "**Service**"). The Platform also allows you to post your own reviews and content related to your experience. The Service is currently limited to select neighborhoods in New York City and available Restaurants can be found in the mobile application.

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND PLATER HAVE AGAINST EACH OTHER ARE RESOLVED INCLUDING AN AGREEMENT TO ARBITRATE IN PLACE AND INSTEAD OF THE RIGHT TO GO TO COURT AND HAVE OUR CLAIMS HEARD BY A JURY AND YOUR WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION OR ARBITRATION. WITH LIMITED EXCEPTION, THESE TERMS REQUIRE YOU AND US TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT OF THE AGREEMENT TO ARBITRATE. IF YOU DO NOT OPT-OUT AS PROVIDED HEREIN (1) YOU WILL ONLY BE PERMITTED TO PERSUE CALIMS AGAINST US OR OUR AGENTS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. See section 15 "Dispute Resolution - Binding Arbitration & Class Action Waiver".

2. Acceptance of the Terms of Use

These Terms of Service ("**Terms**" or "**Terms of Service**") are a legal agreement between you ("you", "your", or "user") and Plater Inc. ("**Plater**", "we," or "us") and govern your access to and use of the Service, our website www.plater.com (the "**Website**"), and the Plater mobile application (the "**Plater App**"), and together with our Website, the "**Platform**").

By accessing and/or using the Website, downloading, installing, or using the Plater App, or otherwise using the Service, or by clicking a button or checking a box marked "I agree" or similar language, you agree to these Terms and any other policies, terms, rules, or guidelines referenced herein or posted through the Platform, all of which are incorporated into these Terms by reference (the "**Agreement**"). Your use of the Plater App is also subject to our [Mobile Application End User License Agreement](#). You also acknowledge that you have read, understand, and agree to our [Privacy Policy](#), as may be amended from time to time (the "**Privacy Policy**"). The Terms apply to any visitor or user who accesses our Platform, even if you do not create an Account. If you do not want to agree to these Terms of Service or our Privacy Policy, you must not use or access our Platform, download, install or use the Plater App, or otherwise use the Service.

The Service and Platform is offered and available to users who are 16 years of age or older and reside in the United States or any of its territories or possessions. By utilizing the Services or accessing the Platform, whether or not you create an account, you represent and warrant that you are an individual of legal age to form a binding contract, or if not, your parent or guardian has granted you permission to utilize the Services, is directly supervising your use of the Services, and is agreeing to these Terms on your behalf.

If you are utilizing the Service on behalf of, or in your roll as, a member, employee, or representative of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on

that organization or entity's behalf and bind them to these Terms. In such case, your obligations, representations, warranties, agreements, and waivers set forth in these Terms are applicable with equal force to the organization or entity.

By accessing and/or using the Website, downloading, installing, or using the Plater App, or otherwise using the Service, you represent and warrant that you meet these eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website, download, install, or use the Plater App or otherwise use the Service.

You may not share your account, username or password with anyone, and you must protect the security of each of the foregoing and any other access tools or credentials. Your Payment Information is stored on your mobile device and not by Plater and you are responsible for maintaining the security of the mobile device(s) used to access the Platform. You are and will be held responsible for any activity associated with your account, authorized or not. You agree to immediately notify Plater of any unauthorized use of your account or breach of security. Plater shall not be liable for any damages or costs arising from your failure to comply with this provision.

We may need to change or supplement these Terms from time to time and will alert you to changes by placing a notice on our Website, in the Plater App, and/or by sending you an email. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those notices or postings will still govern your use of the Services and Platform, and you are still responsible for reading and understanding them. If you use the Services or Platform after any changes to these Terms have been posted, that means you agree to all of the changes.

3. The Services

Plater is a technology solution and does not sell, prepare, or deliver food. The Restaurants available on our Platform offer their own online ordering systems. Plater's technology allows users to interact with a Restaurant's ordering system to facilitate placing your order for "pick-up" and it is delivered to you by our Delivery Partners. You pay the Restaurant's posted online ordering prices and the flat delivery fee indicated in the Plater App which we pay to our Delivery Partners (the "**Delivery Fee**"), rather than the inflated prices of some popular online marketplaces. Because of Plater's smart technology, we do not take a cut from the Restaurant or inflate their menu costs, but you can tip us if you appreciate our service (a "**Tip to Plater**"). When you order through the Plater App, your payment method will have two charges, one from the Restaurant for the cost of your order, and one to Plater for the Delivery Fee and any Tip to Plater you choose to add.

3.1. Your Account

To make purchases from Restaurants you must create an account through the Plater App. Your account is registered to the telephone number associated with your mobile device. You may only create and maintain one account for your telephone number at any given time. You may, but need not, provide your name and email address to create an account but will be required to do so to place an Order. You agree that any information you provide in conjunction with your account, Payment Information, and Delivery Information shall be complete, true, and accurate.

You may close your account by emailing us at help@plater.com but you remain responsible for the costs of any outstanding Orders. We may not allow you to immediately close your account if you have unpaid Order Charges or Plater Charges, you have open or pending Orders, or if closing your account would interfere or inhibit our ability to protect ourselves, our Delivery Partners, Restaurants, or comply with applicable laws.

3.2. Restaurant Orders & Payments

To make purchases from Restaurants (an "**Order**"), in addition to creating an account, you must provide a credit or debit card ("**Payment Method**"), your name, billing address, and email address (collectively "**Payment Information**"). Your Payment Information is not stored by Plater.

By placing an order through the Plater App you are authorizing the Restaurant to charge your Payment Method for the your purchase including any food, beverage, Restaurant imposed charges, or gratuities to the Restaurant (“**Order Charge**”). Your Payment Information is transmitted to the Restaurant’s online ordering platform, processed by the Restaurant’s payment processor, and you will receive a confirmation and receipt directly from the Restaurant.

If you have any questions or changes to the content of your Order, please contact the Restaurant directly, their information is available through the Plater App. Your Order is subject to each Restaurant’s respective change, refund and cancellation policies. Any refunds of the Order Charge are the responsibility of the Restaurant and any issues, concerns, or disputes regarding the Order Charge must be addressed to the Restaurant directly.

By placing an order through the Plater App you are authorizing Plater to charge your Payment Method for the Delivery Fee and any Tip to Plater you have included (the “**Plater Charge**”). Your Payment Information is securely transmitted directly to our third-party payment processor and is not accessible to or stored by Plater. You will receive a separate order confirmation and receipt from Plater for the Plater Charge. Any issues, concerns, or disputes regarding the Plater Charge should be addressed to Plater at help@plater.com.

When you place an Order, you must also provide a delivery address, contact telephone number, and any additional instructions to facilitate your delivery (“**Delivery Instructions**”). Your Delivery Instructions along with information about your Order are transmitted to our Delivery Partners. The Delivery Partners pick-up and deliver your Orders to you.

Payments made through the Platform are also subject to the terms of your agreement with your Payment Method issuer and you are solely responsible for any charges or fees that may be imposed by your Payment Method issuer as a result of using the Services.

Plater, our third-party payments processor, or Restaurants and/or their respective payments processors may limit or decline to accept your Orders or Payment Method in our and/or their sole discretion, as the case may be, to prevent fraud, abuse, or other misconduct.

3.3. Plater Responsibilities

Plater is responsible for maintaining the Platform, transmitting your Order and Payment Information to Restaurant, and arranging for delivery with our Delivery Partners. You acknowledge and agree that the preparation, quality, and content of your Order, as well as any interactions with the Restaurant are solely the responsibility of the Restaurant.

3.4. Restaurant Responsibilities

Each Restaurant is solely responsible for all aspects of its own operations, including marketing, selling, pricing, packaging, preparation, provision of food and beverages, service, environment, menu accuracy, dietary, allergen, and nutritional information, quality, and safety. Plater and Restaurants accessible through the Platform are independent and neither are an agent or representative of the other. Each Restaurant is responsible for compliance with rules, regulations, and laws applicable to its operations and Plater makes no representations or warranties as to any Restaurant’s compliance with applicable rules, regulations and laws, including permitting, licensing or any aspect of the Restaurant’s operation of its business. Plater gathers information presented by Restaurants and does not verify or guaranty the accuracy of the information presented through the Platform. Plater does not vet, rate, or verify Restaurants and has no responsibility for the quality of the products or service of Restaurants you may patronize through the Platform. These responsibilities rest solely with the Restaurant and you agree that Plater is not responsible for any acts, omissions, errors, or misrepresentations of a Restaurant.

3.5. Delivery Partner Responsibilities

Delivery of your order is made by Plater’s independent Delivery Partners. While Plater collects and remits payment to Delivery Partners, the Delivery Partners are not agents or representatives of Plater but

independent contractors responsible for picking-up your Order from the Restaurant and delivering it to you pursuant to your Delivery Instructions. Delivery Partners, and not Plater, are solely responsible for their own compliance with applicable rules, regulations and laws and for the operation and maintenance of their independent businesses. Plater has no responsibility or liability for the acts or omissions of Delivery Partners or any of their subcontractors providing the delivery services with the exception that Plater will refund the Delivery Fee if the delivery is not provided as agreed.

3.6. Alcoholic Beverages

Some Restaurants may hold alcoholic beverage licenses and sell alcoholic beverage products. Plater is technology solution and facilitates placing your Order with the Restaurant but does not directly sell or deliver alcoholic beverages. By placing an Order through the Platform for alcoholic beverages, you represent and warrant that you are at least twenty-one years of age, you are not procuring alcoholic beverages for a person under twenty-one years of age, and will provide a government issued photo identification to the Delivery Partner delivering your Order to verify your age. The Delivery Partner may electronically scan your identification to confirm your age. If you do not present identification that is reasonably satisfactory to the Delivery Partner or appear intoxicated, alcoholic beverages may not be released to you, and you will not be entitled to a refund of any portion of the Order Charge or Plater Charge. Your decision to order alcoholic beverages is at your own risk.

4. Rights In Content & License to Platform

With the exception of your User Content and Third-Party Content, the Platform and Services, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Plater, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Platform also contains information, videos, images, website links and other materials gathered by Plater or submitted by other users ("**Third-Party Content**"). All such Third-Party Content is the intellectual property of its respective owner.

You may use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, including Third-Party Content except: your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; you may store files that are automatically cached by your web browser for display enhancement purposes; and you may download the Plater App subject to the terms of our [Mobile Application End User License Agreement](#). Any other use of the Platform or Services is prohibited.

You may not modify copies of any materials from the Platform; delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Platform; access or use for any commercial purposes the Platform or Services.

5. User Content

5.1. Submission of User Content & Grant of License

The Platform may allow you to post, submit, publish, display, or transmit to other users or other persons content or materials including ratings and reviews ("**User Content**"). All User Content must comply with these Terms and the Content Standards set forth below.

Ratings or reviews are not endorsed by Plater and are solely the opinions of the submitting user. Ratings or reviews must be independent, true, and accurate and may only be submitted by users that have actually patronized the subject Restaurant and must be based upon those interactions. Persons affiliated with a particular Restaurant or its competitors are prohibited from submitting ratings and reviews of that

Restaurant. Sponsored or endorsed posts are prohibited and you may not submit a rating or review in exchange for consideration from a Restaurant or any other party.

Any User Content you post to the Platform will be considered non-confidential and non-proprietary. You retain all right, title and interest in your User Content, but by providing any User Content through the Platform, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. This grant is a non-exclusive, royalty-free, fully paid-up worldwide license to use, copy, modify, display and transmit your User Content for our businesses purposes and in conformity with our [Privacy Policy](#). You represent and warrant that you own or control all rights in and to the User Content you submit and have the right to grant the license contemplated above to us and our licensees, successors, and assigns and that your User Content will comply with these Terms.

Additionally, you understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not Plater, have full responsibility for such User Content including its legality, reliability, accuracy, and appropriateness. Plater is not responsible or liable to any third party for the content or accuracy of any User Content posted to the Platform.

5.2. Monitoring and Enforcement

Plater reserves the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion;
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Plater or negatively effect Plater's reputation;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and/or
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS PLATER AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section but will endeavor to comply with the policies set forth below regarding Intellectual Property and take down requests.

5.3. Content Standards

These “**Content Standards**” apply to any and all User Content and the use of any interactive features of the Platform. User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms, our [Privacy Policy](#), or the Copyright, DMCA, and Intellectual Property Policy set forth below;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; and/or
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

If you believe that any User Content violates your intellectual property rights, please see the Copyright, DMCA, and Intellectual Property Policy below.

6. Authorized Use

You may only use the Platform and the Services for lawful purposes and in accordance with these Terms. You agree not to use the Platform or Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- In conjunction with illegal activity including fraud,
- To harass, annoy, intimidate, or defame any person or entity;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To impersonate or attempt to impersonate Plater, a Plater representative, another user, or any other person or entity, including accessing the Platform using someone else’s account;
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Plater or other users, or expose them or us to liability;
- Solicit other users for commercial purposes;

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform or Services;
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- Reverse engineer, copy, translate, or otherwise duplicate any portion of the Platform for purposes of creating a competing Platform;
- Use any device, software, or routine that interferes with the proper working of the Platform;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the servers on which the Platform is stored, or any server, computer, or database connected to the Platform, or the systems, servers, or device of other users;
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack;
- Submit User Content that infringes on anyone else's intellectual property or proprietary rights or otherwise conflict with the law or the rights of others; or
- Otherwise attempt to interfere with the proper working of the Platform.

7. Messaging, Telephone, & Electronic Communications

As part of the Services, you may receive communications through the Platform, including messages that Plater, our Delivery Partners, or Restaurants may send you (for example, via email, SMS or MMS). By creating an account, which requires a mobile telephone number, you confirm that you want Plater to send you information that we think may be of interest to you or is necessary in order to provide the Services. This may include using automated dialing technology to text you at the mobile number you provided, and you agree to receive communications from Plater and communications from Restaurants and Delivery Partners, limited to fulfillment of your Orders. You represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications. You agree to indemnify and hold Plater harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing. When first receiving a message from Plater by text or email, you will receive instructions on how to stop receiving further messages by that means of communication.

7.1. Consent to Electronic Communications

When you use the Services, or send e-mails, text messages, and other communications from your desktop or mobile device to Plater, a Restaurant or Delivery Partner, you may be communicating with us electronically. You consent to receive communications from us, Delivery Partners, and Restaurants but only to the extent permitted by these Terms and our Privacy Policy, electronically, such as e-mails, texts, mobile push notices, or notices and messages on our Platform or through the other elements of the Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

7.2. Consent to Telephone Communications

Plater may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to notify you regarding your account, troubleshoot problems with your

account, resolve a dispute, facilitate an Order, collect a debt, poll your opinions through surveys or questionnaires, and as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you. Delivery Partners and Restaurants may contact you solely for the purposes of facilitating your Orders. Nonetheless, you are advised that Plater has no contractual relationship with Restaurants and makes no representations or warranties as to a Restaurant's use or misuse of your telephone number provided during the ordering process.

7.3. Consent to Call Recording

We may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf have with us, or are affiliates or service providers, for quality control and training purposes, or for our own protection, and you consent to such recording.

8. The Plater App & App Stores

The Services are available only through our mobile application, the Plater App. In order to use the Plater App, you must have a mobile device that is compatible with the Plater App. You may use mobile data in connection with the Plater App and incur additional charges from your wireless provider for these services. You agree that you are solely responsible for such charges.

You acknowledge and agree that the availability of the Plater App is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an “**App Store**”). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store and Google Play Store set forth below. You agree to comply with, and your license to use our mobile applications are conditioned upon your compliance with, such App Store terms and conditions as well as our [Mobile Application End User License Agreement](#). To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms.

8.1. Apple App Store Supplement

These Terms apply to your use of the Service and the Platform, including the Plater App, available via the Apple, Inc. (“**Apple**”) App Store, but the following additional terms also apply to your use of the iOS version of the Plater App:

- These Terms are an agreement between you and Plater only, and not with Apple;
- Apple is not responsible for the Plater App or content therein;
- The Plater App is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms and the [Mobile Application End User License Agreement](#) as they are applicable to the Services;
- You will only use the Plater App in connection with an Apple device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the Plater Application may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing where applicable;
- You and Plater acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Plater App;
- In the event of any failure of the Plater App to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Plater App;

- You acknowledge and agree that Plater, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Plater App;
- You acknowledge and agree that, in the event of any third-party claim that the Plater App or your possession and use of the Plater App infringes that third party's intellectual property rights, Plater, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- In your use of the Plater App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

8.2. Google Play Store Supplement

These Terms apply to your use of all the Service and the Platform, including the Plater App, available via the Google Play Store, but the following additional terms also apply to your use of the Android version of the Plater App:

- These Terms are an agreement between you and Plater only, and not with Google, Inc. ("**Google**") and Google has no obligation or liability to you with respect to Plater App or these Terms;
- Google is only a provider of the Google Play Store where you obtained the Plater App;
- Google is not responsible for the Plater App or content therein, only Plater;
- The Plater App is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms and the [Mobile Application End User License Agreement](#) as they are applicable to the Services;
- Your use of the Plater App must comply with Google's then-current Google Play Store Terms of Service; and
- Google and Google's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

9. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

As used in this section the "**Plater Parties**" means Plater and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, managers, employees, consultants, attorneys, contractors, representatives and agents, and each of their respective successors and assigns.

9.1. DISCLAIMER OF WARRANTIES

THE PLATER PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PLATFORM OR THE SERVICES, INCLUDING WITHOUT LIMITATION REGARDING ANY ORDERS PLACED THROUGH THE SERVICES, AND THE PLATER PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE PLATFORM OR ANY CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES, DAMAGES OR LIABILITIES ARISING OUT OF USE OF, OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES INCLUDING THE SAFETY OR QUALITY OF FOOD OR BEVERAGES ORDERED FROM RESTAURANTS THROUGH THE PLATFORM.

THE PLATER PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF RESTAURANTS OR THE FOOD AND BEVERAGES OFFERED OR PURCHASED THROUGH OR IN CONNECTION WITH THE SERVICES. THE PLATER PARTIES WILL NOT BE LIABLE OR RESPONSIBLE FOR: (I) ANY FOOD OR BEVERAGES PROVIDED BY RESTUARANTS THAT ARE CAUSE ANY INJURIES OR DAMAGES OR THAT OTHERWISE DO NOT MEET YOUR EXPECTATIONS, (II) ANY DELAY OR DELIVERY FAILURE CAUSED BY CIRCUMSTANCES OUTSIDE OF PLATER'S CONTROL, INCLUDING WITHOUT LIMITAITON INTERNET OR PLATFORM DISRUPTIONS.

RESTAURANT CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND PLATER DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION AVAILABLE THROUGH THE PLATFORM, INCLUDING BUT NOT LIMITED TO DIETARTY AND ALLERGEN INFORMATION, FOOD OR BEVERAGE QUALITY OR DESCRIPTIONS, OR RESTAURANT OPERATIONAL INFORMATION, AND YOU RELY ON SUCH INFORMATION AT YOUR OWN RISK.

THE PLATFORM, SERVICES, AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" BY PLATER (AND ITS LICENSORS AND SUPPLIERS) WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. YOUR USE OF THE PLATFORM AND SERVICES IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PLATER DISCLAIMS, WITH RESPECT TO THE SERVICES, THE PLATFORM, THE MATERIALS AND ALL OTHER CONTENT ON THE PLATFORM, ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FOOD AND BEVERAGE SAFETY OR QUALITY, OR TIMELINESS OF DELIVERY.

9.2. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT EACH RESTAURANT IS THE SELLER OF THE FOOD AND BEVERAGES YOU MAY ORDER THROUGH THE SERVICES AND IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES, CLAIMS, LIABILITIES, COSTS, LOSSES INJURIES OR ILLNESS CAUSED IN WHOLE OR IN PART BY SUCH RESTAURANT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE PLATER PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, REVENUE, GOODWILL OR REPUTATION, PROFITS, DATA, AND OTHER INTANGIBLE LOSSES) IN CONNECTION WITH OR ARISING OUT OF, DIRECTLY OR INDIRECTLY:

- DELAYS OR DISRUPTIONS IN THE PLATFORM OR SERVICES;
- VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR LINKING TO THE PLATFORM;
- GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PLATFORM;
- FAILURE, MALFUNCTION AND ANY OTHER DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF THE PLATFORM;

- ANY INFORMATION, CONTENT, PRODUCTS, SERVICES OR MATERIAL AVAILABLE ON OR THROUGH THE PLATFORM ANY THIRD PARTY WEBSITES, OR ADDITIONAL WEBSITES LINKED TO THIS PLATFORM, INCLUDING BUT NOT LIMITED TO ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED HEREIN, OR HARM TO PERSON OR PROPERTY CAUSED THEREBY;
- YOUR USE OF OR YOUR INABILITY TO USE THE PLATFORM OR SERVICES;
- RULES, GUIDELINES, SUGGESTIONS OR RECOMMENDATIONS PROVIDED BY PLATER;
- ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;
- THE ACTIONS, OR INACTIONS OF OTHER USERS OR THIRD PARTIES, INCLUDING INJURY OR DAMAGE CAUSED BY FOOD AND BEVERAGES PURCHASED THROUGH THE USE OF THE SERVICE; OR
- A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT OR BREACH OF THESE TERMS.

IN NO EVENT SHALL THE PLATER PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, NEGLIGENCE, TORT OR ANY OTHER ACTION OF ANY TYPE EXCEED IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS, OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO PLATER IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

9.3. STATE EXEMPTIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR DISCLAIMER OF CERTAIN WARRANTIES, THE LIMITATION OF LIABILITY, OR EXCLUSION OF CERTAIN TYPES OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE PLATER PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4. RELIANCE ON LIMITATIONS

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY AND WARRANTY DISCLAIMERS STATED HEREIN AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND ARE FAIR AND REASONABLE.

10. Third-Party Links and Third-Party Content

The Platform may contain links or connections to third-party websites or services that are not owned or controlled by Plater as well as Third-Party Content, including but not limited to User Content. Plater has no control over such sites and resources and Plater is not responsible for and does not endorse such sites and resources. Plater does not guarantee the accuracy, integrity or quality of any Third-Party Content. Further, any interactions, transactions, or exchanges of information with a third-party is between you and the third-party. You further acknowledge and agree that Plater will 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 content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Platform are between you and the third party. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Plater is not responsible for such risks.

11. Privacy Protection

11.1. Privacy Policy

Please review our [Privacy Policy](#), which also governs your use of the Platform and Services, to understand our practices.

11.2. Children's Online Privacy Protection Act – No Users Under 16 Permitted

The Services and Platform are not intended for nor authorized for use by children under age 16. If you are a child under 16, please do not attempt to register for or otherwise use the Services or Platform or send us any Personal Data. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under thirteen years of age. If we learn we have collected Personal Data from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Data, please contact us at legal@plater.com or utilizing the contact information for your jurisdiction set forth in our [Privacy Policy](#).

12. Copyright, DMCA, and Intellectual Property Policy

12.1. Feature Opt-Out

Plater aims to aggregate content posted by Restaurants, their staff, patrons, and others on their websites and social media accounts consistent with their respective terms of use and for the benefit of the Restaurants we feature. If you or your Restaurant do not want to be featured, would like information corrected, or do not consent to the use of your image or other content, we will respect your wishes, even if no intellectual property has been infringed. Simply email us at help@plater.com with as much information about the content you would like removed, such as a screenshot, link, or detailed description and, upon verification of your relationship to the content and Restaurant, we will promptly remove it.

12.2. Intellectual Property Infringement Policy

We respect others' intellectual property rights, and we reserve the right to delete or disable content, including User Content, alleged to be infringing, and to terminate the accounts of repeat alleged infringers. We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act and we respond quickly to the concerns of rights owners, including by disabling content that is or may be infringing upon a protected intellectual property right, and we terminate repeat infringers in appropriate circumstances.

12.3. Notice of Infringement Procedure

If you believe that your intellectual property has been copied and is accessible on or through the Platform, or if you believe that any of your intellectual property rights have been infringed, including, but not limited to, copyright, trademark, and patent claims, you may submit a written claim of infringement, to our Copyright Agent at: Plater Inc., Attention: Copyright Agent, 251 Little Falls Dr Wilmington, DE 19808 or email legal@plater.com.

Claims concerning intellectual property right infringement must be in writing and include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right that you claim has been infringed upon;
- A description of the intellectual property right that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the intellectual property right owner, its agent, or the law; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property right owner or are authorized to act on the intellectual property right owner's behalf.

12.4. Repeat Infringer Policy

It is Plater's policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers or are repeatedly charged with infringement. In determining whether termination is appropriate, Plater may take into account, the number of valid claims of infringement against a user, and the following considerations, among others:

- whether the infringements were obvious or blatant, as opposed to debatable or unclear, including whether the user might in good faith have believed that the posted material did not infringe;
- whether infringing matter appears to be the mainstay of the user's postings of User Content through the Services or only a few among myriad lawful postings;
- how many times the user has posted blatantly infringing matter, and over how long a period of time;
- how many valid notices of infringement that have resulted in take-downs, even if Plater could not easily and fairly determine the merits of the infringement claim;
- whether the user has filed counter-notices, and the outcome; and
- whether the user has some credible explanation for offering infringing goods or works, and what it may be doing to avoid a repetition of the situation.

Notwithstanding the foregoing, Plater is not obliged to and it is not our policy to conduct an exhaustive or costly investigation when users are charged with infringement.

13. Termination & Suspension of Agreement, Platform, & Services

Your rights under this Agreement, including to utilize the Services and Platform, will automatically terminate, with or without notice, if you fail to comply with these Terms. In addition, we reserve the right, in our sole discretion and without any liability to you or any third-party, to limit, suspend, or terminate your account and/or access to the Platform and/or Services at any time and for no reason or any reason, including your failure to provide complete, true, and accurate information in conjunction with the creation or maintenance of your account, Payment Information, or Delivery Information, or your failure to comply with these Terms.

Plater reserves the right to modify, replace, suspend, or terminate the Platform and/or Services, in whole or in part, at any time, with or without notice, in our sole discretion, and without liability.

You may terminate this Agreement by closing your account if one was created, deleting and uninstalling the Plater App, and refraining from accessing or using the Platform and Services.

These Terms continue to govern your use of the Services and Platform unless and until such time as you or we terminate your use of the Platform and/or Services. Upon termination, you will lose access to the Services and we may delete any information stored regarding you or your Orders, subject to the terms of our [Privacy Policy](#). Termination does not relieve you of the obligation to pay for any Orders made or charges previously incurred.

Upon termination of this Agreement by you or us, your rights to access and/or use the Platform and Services is terminated. Nonetheless any provisions of this Agreement that contemplates or governs the performance and enforcement of this Agreement subsequent to termination shall remain in effect including but not limited to authorized use, content and materials, disclaimers, liability limitations,

privacy, intellectual property, indemnification, and dispute resolution as set forth in Sections 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, and 16.

14. Indemnification

You agree to defend, indemnify, and hold harmless Plater, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms or any other policy incorporated by reference; (ii) your access to or use of the Platform, including, but not limited to, your User Content; (iii) any use of the Platform's content, services, and products other than as expressly authorized in these Terms; (iv) any third-party's access or use of the Platform or Services utilizing your account; (v) any dispute between you and any third-party including Delivery Partners and Restaurants; and (vi) your infringement or infringement by any other user of your account of any intellectual property rights of third-parties.

15. Dispute Resolution – Binding Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. ANY DISPUTE OR CLAIM UNDER THESE TERMS OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY; YOU AGREE THAT CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED AND ANY RIGHTS TO BRING SUCH ACTIONS ARE WAIVED BY EACH PARTY.

Both you and Plater acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms or the Services, Plater's officers, directors, advisors, employees and independent contractors (“**Personnel**”) are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

15.1. Agreement to Arbitrate

ANY DISPUTE OR CLAIM UNDER THESE TERMS OR WITH RESPECT TO THE SERVICES WILL BE SETTLED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT (TO THE EXTENT THE CLAIM QUALIFIES) AND WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY; YOU AGREE THAT CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATIONS AND CIVIL ACTIONS ARE NOT PERMITTED AND ANY RIGHTS TO BRING SUCH ACTIONS ARE WAIVED BY EACH PARTY.

You and Plater agree that any dispute, claim, or controversy arising out of or relating to your use of the Services, our relationship, these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved through binding arbitration or in small claims court (to the extent the claim qualifies) instead of in courts of general jurisdiction, and only on an individual basis.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Binding arbitration is subject to very limited review. Only the arbitrator appointed pursuant to this agreement, and not any federal, state or local court will have the authority to resolve any dispute or claim relating to this section including, without limitation, regarding the scope, enforceability and arbitrability of these Terms. This arbitration provision will survive termination of these Terms. These Terms evidence a transaction in

interstate commerce and the interpretation and enforcement of this arbitration provision is governed by the Federal Arbitration Act, notwithstanding the choice of law set forth below.

Notwithstanding this agreement to arbitrate, either party may (i) bring an action on an individual basis in small claims court (to the extent the applicable claim qualifies); or (ii) bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent or Trademark Office to protect its Intellectual Property Rights.

15.2. Waiver of Class or Consolidated Actions.

YOU AND PLATER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER UNLESS YOU AND PLATER AGREE OTHERWISE. IN ANY PROCEEDING BETWEEN US, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

If a court decides that applicable law precludes enforcement of any of the foregoing limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be brought in court, subject to you or Plater's right to appeal the court's decision and on the remaining terms set forth herein. All other claims remain subject to our agreement to arbitrate.

15.3. Pre-Arbitration Dispute Resolution and Notification

The parties shall use reasonable efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. As a starting point, many issues may be addressed and resolved to all parties' satisfaction by contacting Plater at help@plater.com. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party by mail or email at least ten days prior to initiating the arbitration. Compliance with this provision is a pre-condition to initiating arbitration. Dispute notices to Plater shall be sent to legal@plater.com or Plater, Inc., 251 Little Falls Dr Wilmington, DE 19808. Plater may send a dispute notice to you by an email address you have used to correspond with us, a mailing address you have provided, or by text message with a link to an electronic copy of the dispute notice.

15.4. Arbitration Procedures

The arbitration shall be before a single arbitrator and shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim. The arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All decisions by the arbitrator will be final and binding and judgment on the award rendered may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Information for how to initiate a claim and the Rules are available at <https://www.jamsadr.com/>.

For purposes of this arbitration agreement, a “**Consumer**” is an individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including,

but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the California Civil Code.

If in the context of our dispute you are a Consumer, the arbitration will be conducted in accordance with JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness available at https://www.jamsadr.com/files/Uploads/Documents/JAMS-Rules/JAMS_streamlined_arbitration_rules-2021.pdf.

The arbitrator shall resolve any dispute as to whether you are Consumer and whether or not our arbitration constitutes a consumer arbitration. For the avoidance of doubt, it is agreed that if our dispute arises from your unauthorized use of the Services or your commercial use of the Services, including as a Host, you are not a Consumer and these special provisions do not apply.

15.4.1. Location of Arbitration Proceedings

If you are a Consumer, any arbitration hearings will take place (at your option) either in the county of your residence or by phone, except that if you are a Consumer whose residence is outside of the United States, the hearing will take place either in New York County, New York or by phone or videoconference, at your option. Claims under \$25,000 shall be arbitrated solely by the submission of documents.

If you are a business, for example if your use of the Services were for commercial use, then the arbitration hearings will take place in New York County, New York, unless we agree to an alternate location in the United States mutually acceptable to both parties.

15.4.2. Costs of Arbitration

The Rules, and minimum standards for consumer arbitrations if applicable, will govern payment of all filing, administration, and arbitrators' costs and expenses.

If the claim(s) arise from your use of Services as a Consumer, the only fee required to be paid by you is \$250, which is approximately equivalent to current court filing fees and all other costs must be borne by Plater, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. When Plater is the claiming party initiating an arbitration against a Consumer, Plater will be required to pay all costs associated with the arbitration.

The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. However, if you are Consumer residing in California, the arbitrator may not require you to pay the fees and costs incurred by the prevailing party unless the arbitrator determines that your claim was frivolous according to Rule 11 of the Federal Rules of Civil Procedure or the claim was filed for the purpose of harassment.

15.4.3. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

15.5. Opt-out

If you are a Consumer, you have the right to opt-out of the provisions of this Section by sending written notice of your decision to opt-out to or Plater, Inc., 251 Little Falls Dr Wilmington, DE 19808 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt-out of these Terms' arbitration agreement.

15.6. Waiver of Jury Trial

YOU AND PLATER WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Plater are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Plater over whether to vacate or enforce an arbitration award, YOU AND PLATER WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge, or to the extent our agreement to arbitrate is deemed not to apply.

15.7. Exclusive Venue

If you send the opt-out notice provided for above, and/or in any circumstances where the foregoing agreement to arbitrate permits either you or Plater to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the agreement to arbitrate will not apply to either party, and both you and Plater agree that any judicial proceeding will be brought exclusively in the state or federal courts located in, respectively, New York County, New York or United States District Court for the Southern District of New York and each party agrees to submit to the personal jurisdiction of such courts.

15.8. Severability & Survival

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then the agreement to arbitrate shall be null and void. This Dispute Resolution section and the arbitration agreement contained herein will survive the termination of your relationship with Plater.

15.9. Amendments

If the terms of this Dispute Resolution section are changed in an amendment to these Terms after you have agreed to the Terms, your continued use of the Services shall be deemed your acceptance of the changes. If you are a Consumer, you have the right to opt-out of the such changes by sending written notice of your decision to opt-out to or Plater, Inc., 251 Little Falls Dr Wilmington, DE 19808 postmarked within thirty (30) days of the Effective Date of the changes as indicated at the beginning of the Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt-out of the changes to this Dispute Resolution section. If you reject the changes, the Dispute Resolution provisions as of the date you first accepted these Terms shall apply.

15.10. Choice of Law

These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

16. Miscellaneous Provisions

16.1. Geographic Restrictions

Plater is based in the State of New York in the United States. The Platform is provided for use only by persons located in the United States. The Services are available only in the municipalities and neighborhoods indicated in the Plater App which may change from time to time. Plater makes no claims that the Platform or any of its content is acceptable or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

16.2. Reliance on Information Posted

As detailed above in DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY, the information presented on or through the Platform is made available solely for general information

purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

The Platform includes Third-Party Content and User Content provided by or gathered from third parties, including materials provided by other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Plater, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Plater and Plater is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

16.3. Modifications to the Services

We are always trying to improve the Services and Platform, so they may change over time. We may temporarily or permanently modify, suspend or discontinue all or any part of the Service of Platform, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Platform. We will try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any content, featured Restaurant, or aspect of the Service at any time, in our sole discretion, and without notice. You acknowledge and agree that Plater will not be liable to you or any third party for taking any of the actions described in this paragraph.

16.4. Independent Status of Relationship

You hereby acknowledge and agree that neither you nor any other user, Restaurant, or Delivery Partner, nor any of their respective personnel, are employees, partners, representatives, agents, joint venturers, or franchisees of Plater, and neither you nor any of the aforementioned have any authority of any kind to bind Plater in any respect whatsoever.

16.5. Force Majeure

Plater shall have no liability for any failure or delay resulting from any condition or event beyond our reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, epidemic, pandemic, flood or other acts of God, labor conditions, power failures, and internet disturbances or delays.

16.6. No Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Plater's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent, except as limited by our Privacy Policy.

16.7. Modification of these Terms

Plater may need to change or supplement these Terms from time to time and will alert you to changes by placing a notice on our Website, by placing a notification in the Plater App, by sending you an email, and/or by some other means. Please note that if you have opted not to receive legal notice emails from us (or you haven't provided us with your email address), those notices or postings will still govern your use of the Services and Platform, and you are still responsible for reading and understanding them. If you use the Services or Platform after any changes to these Terms have been posted, that means you agree to all of the changes. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us. If any of the terms or conditions set forth in these Terms or any amendment shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

16.8. No Waiver

No waiver by Plater of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Plater to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

16.9. Severability

Except as otherwise specifically provided in these Terms, if any provision of these Terms is found to be unenforceable or invalid, generally or to a particular User, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

16.10. No-Third Party Beneficiaries

Except as expressly set forth in the sections above regarding the Apple Application and the Dispute Resolution section, you and Plater agree there are no third-party beneficiaries intended under these Terms.

16.11. Entire Agreement

You and Plater agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Plater, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.