

Recipe-Costing.com
User Agreement

Thank you for using Recipe-Costing.com (the "Site"). This User Agreement (the "Agreement") is a binding contract between you and Kitchen Porter Tech, LLC (the "Company," "we," or "us"). By using, registering for, or accessing the Site, whether or not as a paying User (as defined below), you agree to be bound by this Agreement and the Privacy Policy (available on the Site). If you do not agree to be bound by the Agreement and the Privacy Policy, you must immediately exit the Site.

We reserve the right to change, modify, or replace this Agreement at any time. Your continued use of the Site following notification of any changes to these this Agreement shall constitute acceptance of the revised Agreement.

Last modified: 8/3/2016

1. Use of the Site

(a) You represent and warrant that:

- i. you are at least 18 years of age and possess the capacity to enter into a binding contract;
- ii. all information to submit to the Site will at all times be truthful, complete, and accurate, and that you will update submitted information as necessary to ensure compliance with this Section 1(a)(ii);
- iii. you have never been banned from the Site; and
- iv. you will not use the Site to, or attempt to, (1) upload User Content (as defined below) that is illegal, fraudulent or untrue, (2) misuse or misrepresent the ownership of intellectual property, including, but not limited to, copyrights, trademarks or patents, (3) perform, or assist in the performance, any act or omission which could be deemed illegal, fraudulent, or unlawful in any jurisdiction, (4) disrupt, or attempt to disrupt, the security, accessibility, or connectivity of the Site; or (5) engage in any activity which could be deemed fraudulent or misrepresentative.

(b) In order to utilize all of the Site's features you will be required to create an account ("Account"). You agree that your Account will be personal in nature and will be used by only one User. You may not share your Account with any other person.

(c) Your access to the Site may be revoked, limited, or modified at any time and without notice. The Company may terminate your Account at any time and without notice. In the case of termination of your Account, your Subscription (as defined below) will be immediately terminated.

2. Payments and Billing

(a) When you create an Account you agree to enter into a recurring paid subscription with the Company in exchange for access to the Site and your Account (the "Subscription").

By creating an Account and thereby entering into the Subscription, you agree to pay in full all fees, including recurring fees, indicated on the corresponding signup page on the Site. Pricing is subject to change at any time and without notice, after which you will be billed at the then-current rate. All prices are in United States denominations unless otherwise noted. The Site may offer a free 30-day trial (the "Trial"). You may cancel your Account and the Subscription at any time during the Trial without penalty by accessing the appropriate option on the Site. If you do not cancel before the expiration of the Trial, you will be automatically charged the then-current monthly fee for the Subscription as listed on the Site.

- (b) Transactions for services offered by the Company may be completed online through the use of third party payment processing services ("Processors") utilized by the Company. The Company and the Processors may receive updated credit card information from your credit card issuer or bank. Such updated information is provided at the discretion of your credit card issuer. The Company shall in no way be responsible for any breach of security or privacy by any Processor.
- (c) You may cancel your Account at any time through the appropriate option on your account page on the Site. The Company may also terminate your Account at any time and without notice. Upon cancellation, your access to your Account and the User portions of the Site will immediately cease and you will have no further payment obligation to the Company. Any fees paid to date at the time of cancellation shall be non-refundable and all provisions of this Agreement relating to your obligations to the Company other than payment shall continue.

3. Recipe Costing Services

- (a) Users may upload billing information, vendors, vendor items, recipes, sub-recipes, menu items, daily sales, inventory, employee information, business expenses, and other business information (collectively, "User Content") to the Site for the purpose of engaging in the Site's recipe costing services (the "Services").
- (b) While the Company aims to provide the best Services possible, the Services are provided for estimate purposes are not guaranteed to be accurate or up to date. Further, your results with the Services will depend on the accuracy of your User Content and real world conditions beyond the control of the Company. Under no circumstance shall the Company be responsible for any loss, liability, or damages incurred by your reliance on the Services.

4. NO WARRANTY; LIMITATION OF DAMAGES

- (a) **The Site and the User Content are provided "as-is" without warranties of any kind, whether express, implied, or statutory. The Services and User Content available through the Site may not be accurate and you agree to rely on such information at your own risk.**
- (b) **The Company shall in no way be responsible for any losses, liabilities, or damages, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to your use of, reliance on, or interaction with the Site or your use of the Services. Without limiting the generality of this Section 4, in no event shall the Company or its subsidiaries, parents, or affiliates, and its and**

their officers, agents, partners, and employees (collectively, the "Affiliates"), total liability to you for any cause whatsoever exceed the amount paid by you to the Company.

5. Indemnification

- (a) You agree to indemnify, defend, and hold harmless the Company and its Affiliates from and against any and all liabilities, claims, costs, or demands arising from, or related to, your use of the Services or your violation of this Agreement.

6. Additional Terms

- (a) This Agreement shall be governed by the laws of the state of Florida without regard for the conflict of laws. You agree that any dispute arising from or relating to this Agreement shall be brought and heard exclusively in the courts of Miami Dade County, Florida.
- (b) This Agreement represents the full, final, and complete understanding between you and the Company with respect to the Site and your use of the Services.
- (c) The failure or delay of either party to exercise any right arising under this Agreement shall not be deemed a waiver of such right.
- (d) This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction or notice.
- (e) Neither you nor the Company shall be liable for any delay or failure to perform hereunder to the extent that such is caused by an event of force majeure which affects performance by hindering, delaying or making considerably more difficult the fulfilment of commitments of the party.