

Terms of Service

Through this website, All LocalMobil Online Ordering Websites. (“All LocalMobil Online Ordering Websites” or “we”) offers a service that allows users who register with All LocalMobil Online Ordering Websites (each a “User” or “you”) to use All LocalMobil Online Ordering Website’s proprietary software platform to build and host mobile websites (the “Service”). By using the Service, you agree to comply with and be bound by the following terms and conditions (this “Agreement”), which we may change at any time. PLEASE READ THIS AGREEMENT CAREFULLY. If you do not agree to these terms and conditions, please do not use the Service. Use of the Service is limited to those individuals and entities who can form legally binding contracts under applicable law, and without limiting the foregoing, the Service is not to be accessed or used by minors.

In addition, when using any particular Service option, you may be subject to additional guidelines or terms and conditions applicable to such service that may be posted on {business name}.com from time to time, which are hereby incorporated into this Agreement.

Registration.

If you wish to become a User, you are required to register by creating an account. If you register, you represent and warrant to All LocalMobil Online Ordering Websites that: (i) you are of legal age to form a binding contract, and, if you are acting on behalf of an organization, you have the right to enter this Agreement on behalf of such organization; (ii) you will provide All LocalMobil Online Ordering Websites with accurate, current and complete registration information; (iii) your registration and your use of the Service is not prohibited by law; and (iv) you have all legal rights to publish and distribute mobile website versions of the User blogs and websites you input into the Service (the “User Authorized Sites”). All LocalMobil Online Ordering Websites reserves the right to terminate or suspend your status as a User in the event that you breach any term of this Agreement.

Provision of Service.

During the period that you are a User in good standing (the “Term”), you are entitled to use the Service to create mobile website versions of the User Authorized Sites (such mobile versions the “User Mobile Sites”). As part of the Service, All LocalMobil Online Ordering Websites will host the User Mobile Sites on its servers. User acknowledges that User Mobile Sites are updated at regular intervals, so that the User Mobile Sites will not immediately reflect changes to the User Authorized Sites. All LocalMobil Online Ordering Websites is not responsible for any errors or delays in the Service caused by any error or fault of User with the User Authorized Sites or the RSS feeds sent to All LocalMobil Online Ordering Websites. User will ensure that the User Authorized Sites do not contain any computer virus, code or other feature that may harm or impair the operation of the Service.

Licenses.

The Service includes the right for User to use (a) All LocalMobil Online Ordering Website’s online tools to optimize the User Authorized Sites for mobile delivery; and (b) All LocalMobil Online Ordering Websites mobile tags on User Authorized Sites to alert end users to the User Mobile Sites (such tools and tags the “All LocalMobil Online Ordering Websites Tools”). All LocalMobil Online Ordering Websites grants User a limited, non-exclusive, non-transferable right and license to use the All LocalMobil Online Ordering Websites Tools during the Term in connection with User’s use of the Service. Except as expressly permitted herein, User shall not copy, modify, distribute, sublicense, make available, reverse engineer, reverse compile or otherwise use the All LocalMobil Online Ordering Websites Tools. No license is granted to User to All LocalMobil Online Ordering Websites Tools or any other proprietary technology or intellectual property of All LocalMobil Online Ordering Websites except as expressly stated herein, and All LocalMobil Online Ordering Websites reserves all rights therein.

User hereby grants to All LocalMobil Online Ordering Websites the limited, non-exclusive, right and license: (a) to use, copy and publish the User Authorized Sites to create User Mobile Sites and to display such User Mobile Sites to end-user. In addition, User hereby grants All LocalMobil Online Ordering Websites the limited, non-exclusive right and license to display an image of User Mobile Sites (or any part thereof) in All LocalMobil Online Ordering Website’s marketing materials and on All LocalMobil Online Ordering Website’s websites. Users may opt out of such use of User Mobile Sites by sending written notice to All LocalMobil Online Ordering Websites at [email address], and in the event of such opt out All LocalMobil Online Ordering Websites will cease use of your User Mobile Sites promptly, subject to a reasonable transition period to allow All LocalMobil Online Ordering Websites to make changes to marketing materials and websites. Except for the limited licenses granted to All LocalMobil Online Ordering Websites in this Agreement, All LocalMobil Online Ordering Websites acquires no rights in or to the User Authorized Sites, and all such rights are retained and reserved exclusively by User.

All LocalMobil Online Ordering Websites Obligations.

The Service includes the following benefits: (a) All LocalMobil Online Ordering Websites shall use commercially reasonable efforts so that the Service is available 24 hours per day, 365 days per year, subject to reasonable periodic maintenance and any necessary emergency maintenance; (b) All LocalMobil Online Ordering Websites shall use commercially reasonable efforts to supply access to analytics for the User Mobile Sites 24 hours a day; and (c) All LocalMobil Online Ordering Websites shall use commercially reasonable efforts to allow you access to our proprietary mobile site layout tool 24 hours a day. You may cancel your subscription at any time by going to the “billing settings” section of the platform and selecting Cancel Account. Your cancellation will take effect at the end of the then-current billing cycle. You are not entitled to any refund for the period from when you give notice to the end of the billing cycle.

Fees.

Use of the Service is subject to payment of the applicable fees listed on the All LocalMobil Online Ordering Websites website, which are paid by User by credit card or arranged invoice. If any credit card payment is dishonored or charged back to All LocalMobil Online Ordering Websites, the User remains liable to All LocalMobil Online Ordering Websites for the full amount of fees payable. All LocalMobil Online Ordering Websites reserves the right to collect interest at the maximum rate permitted by

applicable law on overdue balances. If All LocalMobil Online Ordering Websites terminates your User status or use of the Service as a result of breach of this Agreement, you will not be entitled to any refund of fees paid. If any taxes, including sales, use or service taxes, are applicable to All LocalMobil Online Ordering Website's provision of the Service to you, you are responsible for payment of such taxes.

Rules of Conduct for the Service.

You shall not:

- Use the Service for any purpose in violation of local, state, national or international laws;
- Impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User Authorized Site;
- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Harvest or collect any data from [business website], or use any automated means, including spiders, robots, crawlers, data mining tools or the like to download data from [business website] or relating to the Service (other than Internet search engines operating on terms reasonably acceptable to All LocalMobil Online Ordering Websites);
- Attempt to gain unauthorized access to All LocalMobil Online Ordering Website's computer systems; or
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Service, or which, in All LocalMobil Online Ordering Website's sole judgment, exposes All LocalMobil Online Ordering Websites to any liability or detriment of any type.
- The Service may not be used to publish, distribute or otherwise make available any material that:
 - Is libelous, defamatory, threatening, abusive, scandalous, obscene or unlawful or that encourages a criminal offense;
 - Contains material from other copyrighted works without the written consent of the owner of such copyrighted material;
 - Infringes any copyright or violates any property rights, rights of privacy or publicity, or any other rights of any third party;
 - Contains any statement, formula, direction, recipe, prescription or other matter that involves a reasonably foreseeable risk of injury or damage to the material's readers or others; or
 - Contains any software viruses or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- All LocalMobil Online Ordering Websites reserves the right (but is not obligated) to do any or all of the following:
 - Investigate any allegation that any User Authorized Site does not conform to the terms and conditions of this Agreement; or
 - Disable access to the Service with respect to any User Authorized Site that is abusive, illegal or disruptive, or that otherwise fails to conform with the terms and conditions of this Agreement.
- All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates have no liability or responsibility to Users or any other person or entity for performance or nonperformance of the aforementioned activities.

Proprietary Rights.

All the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on [business website], including any Submissions (as defined below) (collectively, the "Site Content") are proprietary to us or to third parties. All LocalMobil Online Ordering Websites authorizes you to view, download, and use the Site Content solely in connection with your authorized use of the Service in accordance with this Agreement. Except as expressly permitted above, copying, modifying, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise exploiting in any way the Site Content, or any portion of the Site Content, is strictly prohibited without the prior written permission of All LocalMobil Online Ordering Websites. In addition, you may not link to any part of the Site Content or frame or otherwise display in any manner the Site Content at any other web site or elsewhere without All LocalMobil Online Ordering Website's written consent.

All software used by All LocalMobil Online Ordering Websites to operate the Service is proprietary to us or to third parties, and except as may be required to use the Service in accordance with this Agreement, any use, copying, redistribution, sale, decompilation, reverse engineering, disassembly, translation or reduction of such software to human-readable form is prohibited.

The mark All LocalMobil Online Ordering Websites is proprietary to us, and it may not be used in connection with any service or products other than those provided by All LocalMobil Online Ordering Websites, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits All LocalMobil Online Ordering Websites. Any use of the All LocalMobil Online Ordering Websites mark, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Certain types of data and analytics are generated in connection with use of the Service: (a) "User Data", meaning any data and analytics specific to User, including number of page views, the types of handsets of viewers of User Mobile Sites, and the source of mobile traffic; and (b) "Aggregated Data", meaning data generated by All LocalMobil Online Ordering Websites in connection with this Agreement that does not identify User, including aggregated traffic analysis, aggregated usage reports, and aggregated information about end-user access to mobile websites. All LocalMobil Online Ordering Websites does not collect personally identifiable information from the Service. All LocalMobil Online Ordering Websites shall make the User Data available to User on [business website] via a secured account and login in provided by All LocalMobil Online Ordering Websites. As between User and All LocalMobil Online Ordering Websites and to the extent permitted by law: (i) User owns and retains all rights to User Data, and All LocalMobil Online Ordering Websites shall use User Data only for the purposes of this Agreement; and (ii) All LocalMobil Online Ordering Websites owns and retains all rights to Aggregated Data. You agree, and represent and

warrant, that your use or other exploitation of the Service and the Site Content, or any portion thereof, will be consistent with the licenses, covenants and restrictions in this Agreement and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service, the Site Content or your use of them, and you will be solely responsible for your own individual violations of any of them.

You agree that All LocalMobil Online Ordering Websites may refer to or feature your User Mobile Site on its own websites or promotional materials at any time, in its discretion (although you may opt out of this by contacting All LocalMobil Online Ordering Websites in writing).

If you have paid all fees due, All LocalMobil Online Ordering Websites covenants that it will deliver the Service in accordance with applicable industry standards. In the event of any breach of such covenant, or other failure or defect with respect to the Service, the sole and exclusive remedy of the User, and the sole and exclusive liability of All LocalMobil Online Ordering Websites, shall be, at All LocalMobil Online Ordering Websites option (a) to re-perform the Service to remedy the defect or failure or (b) to refund the amount paid for the period during which the Service was alleged to be defective.

Except as stated in the previous paragraph, All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates make no representations or warranties of any kind regarding the Service and the Site Content, and All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; THAT THE SERVICE OR THE SITE CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE SERVICE OR THE SITE CONTENT, AND AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR THE SITE CONTENT. No advice or information, whether oral or written, obtained by you from All LocalMobil Online Ordering Websites, any of All LocalMobil Online Ordering Websites Affiliates or through the Service or Site Content will create any warranty not expressly stated herein.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM All LocalMobil Online Ordering Websites OR All LocalMobil Online Ordering Websites AFFILIATES ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE WEB SITE OR SITE CONTENT, EVEN IF All LocalMobil Online Ordering Websites OR All LocalMobil Online Ordering Websites AFFILIATES HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites AFFILIATES FOR ANY AND ALL DAMAGES INCURRED BY YOU SHALL BE THE AMOUNT PAID BY YOU TO All LocalMobil Online Ordering Websites FOR THE SERVICE DURING THE PERIOD IN WHICH IT WAS ALLEGED TO BE DEFECTIVE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Your Indemnity of All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates; Termination of Use.

You agree to indemnify, hold harmless, and at their respective options, defend All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates from all causes of action, claims and allegations (whether threatened or pending), costs, fees, charges, and expenses (including reasonable attorneys' and professionals' fees), judgments, damages, losses, and liabilities arising from or relating to the breach or alleged breach of your duties or obligations under this Agreement or your use of the Service or Site Content. For any indemnified matter, All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates will have full control of the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and you will cooperate fully with All LocalMobil Online Ordering Websites and All LocalMobil Online Ordering Websites Affiliates in such matter.

All LocalMobil Online Ordering Websites may, at its option, suspend or terminate any User's access to any or all of the Service, including your password and account, at any time on notice to you. If such termination occurs due to breach of this Agreement by you, you will not be entitled to any refund on account of termination. If termination is not due to breach of this Agreement by you, termination will take effect at the end of the then-applicable billing cycle, and no further payments shall be due from you.

Digital Millennium Copyright Act Compliance.

All LocalMobil Online Ordering Websites complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If any person has any complaints or objections to material posted on the Service or on any User Mobile Site hosted by the Service, you may contact our Designated Agent at the following address:

All LocalMobil Online Ordering Websites.
P. O. Box 21495
Cleveland, OH 44121

info@localmobil.com

Any notice alleging that materials on this Service or on any User Mobile Site hosted by the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent, or the law;
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Minors.

This Service is not directed at users under the age of 13. If you are under the age of 13, you are not permitted to register as a User or send any information about yourself to us.

Applicable Law and Jurisdiction; Compliance.

The Service (excluding links) are controlled by All LocalMobil Online Ordering Websites and operated by All LocalMobil Online Ordering Websites from its offices in and around Cleveland, Ohio. Because the Service is made available by means of the Internet it is accessible in all fifty states and other countries. As each of these places has laws that may differ from those of [state] and from each other, and as you and All LocalMobil Online Ordering Websites both benefit from establishing a predictable legal environment in which to operate, use or otherwise exploit the Service, by using the Service you and All LocalMobil Online Ordering Websites agree that all matters arising from or relating to the use and operation of the Service will be governed by the substantive laws of [state], without regard to its conflicts of laws principles. You agree that all claims you may have arising from or relating to the operation, use or other exploitation of the Service will be heard and resolved in the federal and state courts located in [state]. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you choose to gain access to the Service from locations other than [state], you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service or Site Content in violation of U.S. export laws or regulations.

Miscellaneous Provisions.

No delay or omission by All LocalMobil Online Ordering Websites in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by All LocalMobil Online Ordering Websites of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to." If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and All LocalMobil Online Ordering Websites regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. This Agreement may be assigned by All LocalMobil Online Ordering Websites to any successor to its business, whether by merger, change of control, or sale of all or substantially all of its assets. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes.

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