

New Account Information

Account Owner Last Name:	First Name:	
Business Name:	Account Number:	
Address:	City/State/Zip:	
Intersection:	Business Phone:	
Cuisine Type(s):	Business Fax:	
Weekly Delivery Schedule:	E.g. Mon-Fri (11:00am-10:30pm) Sat-Sun (11:30am-11:00pm)	
.....		
Email Address:	Existing Website:	
Delivery Range, From:	To:	
Starting Date of Service:	Fee for First Billing Period:	
Account Setup Fee:	Monthly Charge:	Account Manager:

Terms and Conditions

The Account Owner named above, and whose signature appears below, agrees to pay the fees described above for the OrderManager service provided by Weblnvent.

Account owners are responsible for all account changes made in their website, including menu changes, profile and schedule changes.

The first billing period will include charges for the partial month dating from the date of signup to the end of the current month, plus charges for the next upcoming month. For each succeeding month a charge will be made for the next upcoming month.

Account Owners use the software provided by Weblnvent solely in accordance with the terms of the attached Subscriber License Agreement. By signing below, the Account Owner accepts the terms of and acknowledges receipt of this Subscriber License Agreement.

Service contracts are for 1 year. Fees are paid monthly, in advance.

There are no additional costs for changing contact plan features, beyond the rate for the chosen plan, during a contract.

A one-time, account setup charge, as specified above applies for establishing a new account or for reinstating an account that has been terminated for three (3) or more months.

Contacts are defined as unique email entries present in the directory for any part of a billing period.

Signature _____ Date _____

WebInvent Subscriber License

IMPORTANT — READ CAREFULLY BEFORE USING THIS SOFTWARE:

This is a legally binding agreement (“Agreement”) between you and WebInvent, Inc. (“Licensor”) for Licensor’s software (which may include certain third party software) (“Software”). By clicking on the “I Accept” button or by installing, copying or otherwise using the Software, you will acknowledge that you have read and understood and agree to be bound by this Agreement. If you do not accept this Agreement, please click on the “Cancel” button and/or do not install, copy or use the Software.

1. DEFINITIONS

- (a) “Digital Services” shall mean the WebInvent OrderManager service made available under this Agreement including any and all applications and server administration used to transmit information.
- (b) “Order” shall mean the initial purchase and any additional purchases for Digital Services placed through the order form included in the WebInvent Inc. website with Licensor.
- (c) “Software” shall mean the WebInvent Inc. software made available under this Agreement to enable Subscribers to access and use the Digital Services. This includes any software downloaded to computers and any software made available for use in a web browser.
- (d) “Subscriber” shall mean the individuals who are authorized to download and use the Digital Services and have been supplied a user identification and password by Licensor.

2. GRANT OF LICENSE

- (a) Licensor hereby grants to you, the Subscriber, a personal, non-exclusive and non-transferable license to download and/or use one copy of the Software and any related documentation (“Documentation”) solely on your business computer or terminal (“Device”) and solely to utilize the Digital Services. Such right includes the right to use the administrative and other web pages associated with the Digital Services located on the WebInvent provided web-site. You may also make one copy of the Software and Documentation for archival or backup purposes if such copy includes all the original Software’s proprietary notices, subject to Section 3(d) below.
- (b) When a Subscriber activates an account for the Digital Services, such Subscriber will be deemed the owner of the account (“Account Owner”). The Account Owner is responsible for all fees and activities that occur under such account. (c) This Agreement governs any upgrades provided by Licensor that replace or supplement the original Software or Documentation unless such upgrade is accompanied by a separate and superseding license agreement. However, this Agreement does not grant you rights to any Software enhancement or update.
- (d) Licensor may modify the Digital Services with respect to any later versions of the Software at any time without prior notice to you, although notice may be made via the communication provisions described below.

3. LICENSE RESTRICTIONS

- (a) Licensor, or its third party suppliers, retains all right title and interest in and to the Software and Documentation. The Software is protected by U.S. copyright laws and international copyright treaties.
- (b) You shall not (i) use the Digital Services in any way that is detrimental to WebInvent or its third party suppliers, (ii) permit other individuals to use the Software or Documentation or access the Digital Services; (iii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iv) copy the Software or Documentation (except for back-up or archival purposes); (v) rent, lease, transfer, or otherwise transfer rights in the Software or Documentation; (vi) remove any proprietary notices or labels on the Software or Documentation; or (vii) make the Software or Documentation available over a network where it could be used at the same time by multiple mobile or handheld devices. Any such forbidden use shall immediately terminate your rights under this Agreement.
- (c) You shall only use the Digital Services including the Software and Documentation in compliance with all applicable laws, including but not limited to copyright or other intellectual property laws.
- (d) If you receive the first copy of the Software electronically and a second copy on physical media (e.g., CD, diskette, etc.), such second copy shall be your sole archive and backup copy and shall not be transferred to or used by any other person.
- (e) You shall not use the Software or Licensor’s Digital Services to: (i) send spam or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children or that violates a third party’s privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) knowingly send messages to any person who has provided notice that they do not wish to receive them; or (v) attempt to gain unauthorized access to Licensor’s related systems or networks.
- (f) You shall use commercially reasonable efforts to ensure that all persons listed as “contacts” in your WebInvent Account have requested to receive information from you (opted in).
WebInvent Inc reserves the right to audit the opt-in records that you keep in support of this requirement.
- (g) WebInvent reserves the right to monitor usage patterns in order to sustain high quality of service to all subscribers. WebInvent reserves the right to regulate or to terminate accounts whose usage exceeds a reasonable limit and causes quality problems on the WebInvent Server.

4. ORDER AND PAYMENT

- (a) Your Order(s), placed through the Me Inc. web-site, for the Digital Services will determine the duration and right-to-use fees of your license for the Software and Documentation, including any separate charges and fees we may bill you, whether you or any other person is actually using the Software and Documentation on the Device. Orders for certain Digital Services or optional technical support may contain additional terms and conditions which will be identified at the time of Order. To the extent any part of your Order terms and conditions conflicts with this Agreement, your Order shall govern.
- (b) You shall maintain your Digital Services in good standing and timely pay all fees or charges to your account in accordance with the then current fees, charges and billing terms.
All payments under this Agreement shall be non-cancelable and non-refundable. Licensor reserves the right to modify its Digital Services and to change the fees or charges at any time, upon at least thirty (30) days prior notice to you, which notice may be provided by e-mail.
- (c) Terms and Conditions for Licensor’s technical support for the Digital Services will be provided by Licensor and included by reference in this Agreement for any such technical support.

5. WARRANTIES AND REMEDIES

- (a) Licensor warrants to you that, for ninety (90) days from the date of its first use on the Device, the Software, if operated as directed, will substantially conform to the Documentation. However, Licensor does NOT warrant that your operation and use of the Software will be uninterrupted, error-free or secure.

WebInvent Subscriber License

- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
- (c) If you modify the Software or if you violate this Agreement, this warranty shall terminate immediately. This warranty shall not apply if the Software is used on or in conjunction with any hardware or software other than the unmodified version of the Device and software with which the Software was designed to be used as described in the Documentation.
- (d) Licensor's sole liability under this warranty shall be, in Licensor's sole discretion, to: (i) replace your defective media; or (ii) advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a different procedure. If neither (i) nor (ii) are possible, then Licensor shall refund the license fee, if any, you paid for the Software. Repaired, corrected or replaced Software shall be covered by this warranty for the period remaining under the original warranty.

6. LIMITATION OF LIABILITY

- (a) UNDER NO CIRCUMSTANCES SHALL LICENSOR, OR ITS THIRD PARTY LICENSORS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE EVEN IF LICENSOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL LICENSOR'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO LICENSOR FOR THE DIGITAL SERVICES DURING THE PREVIOUS SIX (6) MONTH PERIOD . BECAUSE SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. INDEMNIFICATIONS

You shall indemnify and hold harmless Licensor and its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any use of the in the Digital Services to (i) view, copy, download, encode, compress, or transmit any materials (other than as provided by Licensor) in violation of another party's rights or in violation of any law, or (ii) to violate this Agreement.

8. TERMINATION

Your right to use the Digital Services under this Agreement shall automatically terminate, without notice, if you violate this Agreement. You may also terminate this Agreement at any time by written notice to Licensor. Upon any such termination, you shall immediately discontinue use of the Digital Services, including any and all Software and Documentation. However, your obligation to pay accrued charges and fees under your Order shall survive any termination of this Agreement.

9. PROTECTION AND PRIVACY

- (a) Licensor does not collect identifiable information about Subscribers except when such individuals specifically provide such information on a voluntary basis. Access or other use of the Digital Services or Me Inc. web-site by the Subscriber constitutes information voluntarily given by Subscriber. Licensor does not knowingly disclose Subscriber or Contact information to any third parties.
- (b) You should be aware that when you voluntarily disclose or transmit personally identifiable information or that of your contacts, (for example, user name, E-mail address, etc.), in the course of using the Digital Services, including but not limited to, on any Bulletin Boards, Chat Rooms, and other interactive areas, that information, along with any substantive information disclosed in your communication, can be collected and correlated and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond the control of Licensor. Licensor makes no warranties about the discoverability of your identity by methods beyond our control.
- (c) Any links to web-sites are provided as a convenience only. Licensor has no control over third party web-sites and in no way endorses any such web-site, its owner or the contents of the site.
- (d) Appearance of or reference to any particular product does not indicate any endorsement or recommendation by Licensor. Any opinions expressed are the opinions of the authors. Licensor does not assume any liability for the contents of any material provided on or any other web-sites which may be linked.

10. EXPORT AND U.S. GOVERNMENT RESTRICTED RIGHTS

- (a) Subscriber hereby assures Licensor that Subscriber does not intend to and will not knowingly, without the prior written consent, if required, of the office of Export Administration of the U.S. Department of Commerce, Washington, DC, 20230, re-export or disclose directly or indirectly the Software or Documentation to countries specified in the Export Administration Regulations issued by the U.S. Department of Commerce or to any other country to which such transmissions is restricted by such regulations or statutes. Subscriber agrees that its obligations under this Section shall survive and continue after any termination of this Agreement.
- (b) When licensed to a U.S., State, or Local Government, all Software produced by Licensor is commercial computer software as defined in FAR 12.212, and has been developed exclusively at private expense. All technical data, or Licensor commercial computer software/documentation is subject to the provisions of FAR 12.211 - "Technical Data", and FAR 12.212 - "Computer Software" respectively, or clauses providing Licensor equivalent protections in DFARS or other agency specific regulations.
Manufacturer: WebInvent, Inc. , 24-38 38th Street, Astoria, New York 11103.

11. MISCELLANEOUS

- (a) A waiver of any part of this Agreement is not a waiver of any other part of this Agreement.
- (b) You shall not assign this Agreement, in whole or in part.
- (c) NOTICES ARE CONSIDERED DELIVERED WHEN LICENSOR SENDS THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU PROVIDED TO US OR THREE (3) DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU.
- (d) If any part of this Agreement is held invalid, that part may be severed from this Agreement.
- (e) This Agreement and any disputes covered by it are governed by the laws of the State of New York without regard to its conflicts of laws rules.
- (f) This Agreement, including any and all Orders attached hereto, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements whether written or oral. This Agreement may be amended or modified only with the express written consent of Licensor.