

TERMS AND CONDITIONS FOR FOX ORDERING BUSINESS SERVICES

Last updated: January 23, 2026

PLEASE READ THESE TERMS AND CONDITIONS FOR BUSINESS SERVICE (“TERMS OF SERVICE” OR “AGREEMENT”) CAREFULLY BEFORE YOU USE ANY WEBSITE, APPLICATION, SOFTWARE OR RELATED SERVICE (AS FURTHER DEFINED BELOW) OFFERED BY HASHTAG APPLICATIONS, LLC DBA FOX ORDERING, A FLORIDA LIMITED LIABILITY COMPANY (“WE” “US” “OUR,” “FOX ORDERING,” OR “HASHTAG”) BY USING THE SERVICE, YOU, ANY ENTITIES THAT YOU REPRESENT AND ALL OF YOUR PARTICIPATING LOCATIONS (“YOU,” “RESTAURANT,” OR “THE CLIENT”) AGREE TO BE BOUND BY THIS AGREEMENT. WE MAY REVISE THESE TERMS FROM TIME TO TIME. BY CONTINUING TO ACCESS OR USE OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. HASHTAG AND YOU SHALL BE JOINTLY REFERRED TO AS THE “PARTIES AND EACH, INDIVIDUALLY AS A “PARTY.”

SECTION 13 (GOVERNING LAW & DISPUTE RESOLUTION) BELOW CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND HASHTAG MAY HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, SECTION 13 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT.

BY ENTERING INTO THIS AGREEMENT WITH US, YOU AGREE TO COMPLY WITH APPLICABLE LOCAL LAWS AND GUIDELINES. ADDITIONALLY, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE WAIVING YOUR RIGHTS AND OPTING OUT OF FEE LIMITS UNDER CERTAIN LAWS. THESE RIGHTS AND YOUR WAIVER(S) ARE DESCRIBED BELOW IN SECTION 7 AND ON EXHIBIT A.

This Agreement between the Parties is effective as of (a) for Restaurants participating in the Fox Ordering Service, the date that we process the first order for your Restaurant, or (b) for Clients participating in the ReviewJar Service, the date that you sign up for the ReviewJar Service (the “Effective Date”).

1. PREAMBLE; SERVICES. Hashtag provides a suite of products, services, and technology solutions to businesses as follows:

(a) Fox Ordering Service. The Fox Ordering Service provides services and technology solutions to enable restaurants to process online orders for delivery or take away via a direct link to their existing website, or if no such website exists, through a website we will create for you, a

marketplace, or a Restaurant-branded app. We also make available to the Restaurant certain related services through our relationships with other service providers, such as delivery, call relay, promotions or marketing services (all services collectively, the “Fox Ordering Services”).

(b) ReviewJar Service. Our ReviewJar service line enables businesses to engage their customers through certain marketing services, manage their online reputation on the Google search engine and solicit tips from their customers using our technology (all services collectively, the “ReviewJar Services”).

(c) General. The Fox Ordering Services together with the ReviewJar Services shall be the “Services.” You and Hashtag wish to enter into an arrangement for us to provide certain of the Services pursuant to the terms set forth in this Agreement. You may opt out of certain Services or Hashtag Products by notifying us at support@foxordering.com. This Agreement applies to all locations owned or operated by you, unless mutually agreed in writing.

2. OPERATING PROCEDURES.

2.1. Hashtag Responsibilities. Hashtag will perform the Services in a commercially reasonable manner, but may change the technical specifications of the Services at any time. We will provide support to you via email at support@foxordering.com. You agree that we may act in your name as agent solely in relation to the conclusion of your contracts with the Customers. We will receive payments from Customers into our own bank account. You acknowledge and agree that we are not holding the payments received from Customers on trust for you and we will not be liable to pay the amount over to you until such payment becomes due and payable in accordance with the terms herein. With respect to the Fox Ordering Services, we will pay the Restaurant on a weekly basis for the food it has prepared in connection with the Fox Ordering Services during the preceding week. With respect to the ReviewJar Services, we will pay you on a monthly basis for any tips collected during the preceding month. For the avoidance of doubt, if a Customer is offered a discount and pays a discounted rate, then the amount paid to the restaurant will reflect such discount.

2.2. Fox Ordering Service; Restaurant Responsibilities. Restaurant will: (a) update in the Restaurant Portal or notify Fox Ordering of its days and hours of operation, including holidays, and will notify Fox Ordering as soon as practicable of any unanticipated closures; (b) notify relevant staff members of the relationship with Fox Ordering, and train staff members on processing orders received through the Fox Ordering platform on a timely basis; (c) promptly update in the Restaurant Portal or provide Fox Ordering banking information required for payments; notably, your failure to provide the necessary banking information may result in the forfeiture of payments owed to you if you do not respond to our requests for updated information within a reasonable time period; (d) promptly update in the Restaurant Portal or provide Fox Ordering any other information reasonably requested for compliance purposes; (e) update in the Restaurant Portal or notify Fox Ordering of any changes to menu items or prices; (f) promptly notify Fox Ordering in the event Equipment is broken, lost or stolen; and (g) periodically review the sales tax configuration and notify Fox Ordering immediately if you believe the rate displayed

is incorrect. For any broken Equipment, if such equipment is not returned to Fox Ordering within thirty (30) days after you notify us that such equipment is broken, the Restaurant will be charged the replacement cost of such Equipment as an additional Fee. In the event a Customer has an issue with an order, the Customer should contact the Restaurant directly to resolve the issue. The Restaurant will be able to modify the order on the date the order is placed. The Restaurant will be able to cancel the order at any time for a one-week period following the date of such order. However, Fox Ordering will be responsible for any response and associated costs should a Customer issue a charge-back on their credit card or challenge a credit card transaction as fraudulent.

2.3 ReviewJar Service; Client Responsibilities. Client will: (a) notify relevant staff members of the relationship with Hashtag, and train staff members on the use of the platform on a timely basis; (b) promptly update in the Client Portal or provide Hashtag banking information required for payments; notably, your failure to provide the necessary banking information may result in the forfeiture of payments owed to you if you do not respond to our requests for updated information within a reasonable time period; (c) promptly update in the Client Portal or provide Hashtag any other information reasonably requested for compliance purposes; and (d) promptly notify Hashtag in the event Equipment is broken, lost or stolen. For any broken Equipment, if such equipment is not returned to us within thirty (30) days after you notify us that such equipment is broken, you will be charged the replacement cost of such Equipment as an additional Fee. In connection with the online reputation management services, you authorize us to take such actions as we deem appropriate to solicit and respond to Google reviews. You authorize us to take such action on your behalf and to identify ourselves as acting on your behalf. You recognize that such contact and techniques may have unpredictable results. If Content publishing is included in the reputation management services we provide to you, you authorize us to use the information you provide to create and publish such Content, including Content that represents you. You grant us the right to modify and publish any or all of the Content we deem fit for the purposes of providing reputation management services.

2.4. Malware. Each Party agrees not to perform any action with the intent of introducing to the other Party's systems, products or services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature. Each Party further agrees it shall refrain from using the Services to carry out any fraudulent, criminal or illegal activity.

2.5. Fox Ordering Service; Delivery. Restaurant acknowledges that Fox Ordering partners with certain delivery services (e.g., Doordash) and Restaurant is responsible for contacting such delivery service providers directly with any questions or issues related to a specific order. Delivery areas are subject to the policies of such service providers and may be restricted accordingly. Fox Ordering is not responsible for any orders that are not picked up or are lost during delivery. In the event the delivery service provider determines that an order has been lost and issues a refund, Restaurant must provide confirmation of such refund to support@foxordering.com. Upon receipt of such confirmation, Fox Ordering will issue a refund

to the Customer and the Restaurant will still be paid for the order in accordance with our standard payment policies.

2.6. Modifications. Hashtag reserves the right, at its sole discretion, to change, suspend, or discontinue any portion of or all of the Hashtag Products or Services (including the availability of any feature or content) or disable any Client or Restaurant Location(s) at any time. With respect to the Fox Ordering Services, Hashtag further reserves the right to adjust menu prices and retain the difference between any marked-up amount and the item price provided by the Restaurant. Restaurant shall not list or include any products (e.g., alcoholic beverages) or locations that subject Hashtag to undue regulatory risk, health and safety risk, or other liability. Any such products or locations are subject to removal by Hashtag, in our sole discretion.

2.7. Google Business Profile. You acknowledge and agree that Hashtag may manage business information on your Google business profile (the “Profile”) for no additional cost. In connection with such services, we each acknowledge and agree that (a) we will inform you of any changes or edits to the Profile; (b) we will not change or disable profile features without your consent, (c) we will provide you with accurate information regarding your Profile, including the ability to distinguish it from data gathered from other platforms (if applicable), (d) we will not respond to any customer reviews without your express written consent, (e) in the event Google suggests updates to the Profile, we will consult with you to verify that the data is still accurate, and (f) we will take commercially reasonable steps to ensure the integrity and security of the Profile. In the event you wish to discontinue our management of your Profile, please send a message to support@foxordering.com or submit a help request from the merchant dashboard to disassociate from Google Business Profile and we will disassociate from your account, giving you exclusive control, within 7 business days of such request.

3. PAYMENTS. With respect to Fox Ordering Services, the Restaurant agrees to pay the Fees applicable to each order and acknowledges that such Fees will automatically be deducted from the amounts otherwise payable to Restaurant. With respect to the ReviewJar Services, the Client agrees to pay the applicable subscription amount Fee and the Platform Fee applicable to any tips collected through the ReviewJar Service, acknowledging that such Platform Fee will be automatically deducted from the amounts otherwise payable to you. You agree that any amounts owed to you may be offset by any taxes or fees owed by your Restaurant but for which a third party seeks to recover such amounts from Fox Ordering, including without limitation sales tax. Except as expressly set forth in this Agreement, we are each responsible for our own costs. You agree to communicate to us any dispute, disagreement, or issue with a transaction, Fee, or order, including those made in connection with fraudulent transactions or payments, within fourteen (14) days of the applicable transaction, Fee, or order.

4. TAXES. Unless we otherwise notify you, you are responsible for all taxes, duties, and other governmental charges on the sale of any orders processed under this Agreement, and remitting such taxes, duties, and other governmental charges to the appropriate authorities. For the

avoidance of doubt, Hashtag shall have no duty to defend or indemnify you for taxes, duties, and other governmental charges.

5. LICENSE.

5.1. Use of Hashtag Services. During the Term, Hashtag grants to you a non-exclusive, royalty-free, non-assignable, non-transferable, non-sublicensable, revocable, limited license to access the Hashtag Product and Services solely in connection with the purposes stated herein and to transmit information to facilitate processing restaurant orders or Customer reviews in accordance with the terms of this Agreement. Hashtag owns and retains all rights, title, and interest in its intellectual property.

5.2. Product Restrictions. You will not and will not permit or authorize any third party to: (a) sell, license, rent, resell, lease, assign (except as permitted herein), transfer, or otherwise commercially exploit any of our technology related to the Services, the Hashtag Products, or the Services themselves; (b) circumvent or disable any security or other technological features or measures of, or otherwise gain or attempt to gain unauthorized access to the Hashtag Product or Services; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure, or organization of the Hashtag Product or Services; (d) use the Hashtag Product Services in any manner or for any purpose that violates any Law; and (e) use the Hashtag Product or Services for a reason other than as specifically provided or intended under this Agreement.

5.3. Your Content and Trademark; Photographs of Restaurant Products.

5.3.1. You grant to Hashtag a royalty-free, non-exclusive, limited, revocable, and non-transferable right and license to use and display your Content in the Hashtag Product for the provision of our Services, including, where applicable, listing Restaurant as a merchant on the Fox Ordering marketplace, listing your business in the Hashtag Products, referencing you as a Hashtag client, promoting our Services, and sharing your Content with third parties, including third party services which enable Customers to access the Hashtag Product and our Services (including its web pages) for placing orders or other services.

5.3.2. If photographs of Restaurant Products are not available or if they do not meet Fox Ordering's requirements, as reasonably determined by Fox Ordering, then Restaurant consents to Fox Ordering: (i) enhancing the quality of Restaurant's existing photographs; (ii) using stock photographs of the Restaurant Products or other products; and/or (iii) using photographs from Restaurant's website or social media channels, and displaying such photographs on the applicable website as representations of Restaurant's Products; provided that Restaurant may contact Fox Ordering support to have such photographs removed from the Restaurant's listing and, in such event, we will comply in a timely manner.

6. TERM AND TERMINATION.

6.1. Term. The Agreement will begin on the Effective Date and continue until terminated in accordance with this Agreement.

6.2. Termination. You may terminate this Agreement for any reason at any time upon seven (7) days' prior written notice to us. We may terminate this Agreement immediately for any reason at any time upon notice to you. Either Party may terminate this Agreement immediately, (a) in the event of a material breach by the other Party or (b) if the other Party ceases to do business, becomes insolvent, or seeks protection under any bankruptcy or comparable proceedings.

6.3. Survival. Sections 3 (Payments), 4 (Taxes), 5 (License), 6 (Term and Termination), 7 (Representations and Warranties), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Data Privacy and Security), 13 (Governing Law, Arbitration, Class Action Waiver), and 14 (Miscellaneous) and rights and obligations in this Agreement which, by their nature, should (or by their express terms do) survive or extend beyond the termination or expiration of this Agreement, shall so survive and extend.

6.4 Effect of Termination. Upon termination (a) all rights granted to you under this Agreement, including your license to use the Services, shall immediately cease; (b) we shall stop performing the Services; (c) you shall immediately pay any Fees due through the date of termination, and (d) each Party, upon receipt of a written request from the other Party, shall destroy or return all Confidential Information.

7. REPRESENTATIONS, WARRANTIES, AND WAIVERS.

7.1. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (b) its performance of its obligations under this Agreement will not result in a breach of any obligation to any third party; (c) such Party's Content and materials owned, licensed, developed or used in performance of this Agreement do not knowingly infringe or violate any third-party intellectual property right; (d) it will obtain any necessary permits, consents, certificates, approvals, inspections, releases, authorizations, and licenses and/or file any registration forms (if any) in connection with performing its obligations under this Agreement; and (e) it will comply with all applicable law, regulations, and rules in operating its business and performing its responsibilities hereunder (including, if applicable to Restaurant, all such Laws regarding health, food safety, sanitation, food packaging and labeling, including required consumer-facing warnings and calorie information).

7.2. Fox Ordering Service; Restaurant Representations and Warranties. Restaurant represents and warrants that: (a) it will inform Fox Ordering of any warnings, charges, opt-ins, and instructions related to Restaurant Products that become required in the future; (b) if applicable, it will disclose common allergens in any Restaurant Products items listed on or sold through the Services; and (c) it will not include any regulated products (e.g., alcohol) ("Restricted Items") as a Restaurant Product available on a Fox Ordering platform, or request delivery of any Restricted Items through the Fox Ordering Service or Hashtag Product.

7.3 General Client Representation and Warranties. You represent and warrant that: (a) you will not disclose any information related to a Customer to a third party (except as required to comply with Law or pursuant to a court order); (b) you will comply with the guidelines we may publish

from time to time; (c) you shall not offer incentives or payments for reviews or ratings of your business on the Hashtag Product, our technology or platform; and (d) you shall not use the Hashtag Product or our Services or products for any purpose that is detrimental to Hashtag, its subsidiaries, or its affiliates.

7.4. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1(c), TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY OF OUR PRODUCTS OR SERVICES, AND EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS IMPLIED, OR STATUTORY RELATED TO EQUIPMENT OR SERVICES PROVIDED TO THE OTHER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS.” You acknowledge that the operation of the Hashtag Product or Services may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and we shall not be responsible to you or others for any such interruptions, errors, or problems or an outright discontinuance of the platform, Hashtag Product, or Services nor for any guarantee of results with respect to the Services. We do not warrant that the Services will meet your needs or be free from errors. Both Parties acknowledge that neither party has any expectation or has received any assurances for future business or that any investment by a Party will be recovered or recouped or that such Party will obtain any anticipated amount of profits by virtue of this Agreement. You further acknowledge and agree that with respect to our reputation management services, we cannot warrant or promise the achievement of any specific results and offer no guarantee that a desired rating will be achieved. The third-party review and listing sites and systems each have processing times and internal procedures that may impact how quickly information is updated. Delays may occur due to such internal operations processes, errors and bugs of those sites.

7.5. Compliance with Local Laws; Waivers. Each Party agrees to comply with applicable local laws and guidelines (“Local Laws”) currently in effect or enacted in the future. You acknowledge that you have read and understood all applicable waivers, including those related to fee limits, set forth on Exhibit A. It shall be each Party’s responsibility to identify and comply with any additional laws that apply to their operations.

8. INDEMNIFICATION.

8.1. Indemnification. You will, at your own expense indemnify, defend and hold harmless Hashtag, and its Affiliates, respective officers, directors, owners, Personnel, successors, and permitted assigns, to the fullest extent permitted by Law, and also indemnify Hashtag for any and all Losses arising out of any third-party claim (including without limitation claims by your employees, agents, independent contractors or customers) that alleges or results from: (a) any breach of Section 7 or 11 by you or your Personnel; (b) the gross negligence or intentional act or

omission of you or your Personnel (including any reckless misconduct) in connection with the performance of this Agreement; (c) bodily injury (including death) or damage to tangible or real property to the extent caused by you or your Personnel (including any reckless or willful misconduct); (d) infringement or misappropriation of the intellectual property rights of any third party by your services (including, the Restaurant Content) or Marks; (e) damages or Losses resulting from a violation of the Telephone Consumer Protection Act related to the Services resulting from your actions or inactions; and (f) your use or anticipated use of the Services.

8.2. Process. We shall provide you with prompt notice of any claims, which in no event shall be later than thirty (30) calendar days after the date we knew that your defense obligation had been triggered; provided, however that failure to timely give such notice shall not affect the indemnification provided hereunder except to the extent that you have been actually prejudiced as a result of such failure. You shall have the right to participate in the defense of any third party claim at your expense and by your own counsel. You shall be liable for the fees and expenses of counsel employed by Hashtag. Both Parties shall cooperate with each other in all reasonable respects to ensure the proper and adequate defense of any third party claim, including making available books and records and other information relating to such third party claim and furnishing employees and representatives as may be reasonably necessary for the preparation of the defense of such third party claim. You shall not enter into any settlement agreement without our express prior written consent.

8.3. Exclusions. For clarity: you shall have no duty to defend any third-party allegations of intellectual property infringement or misappropriation arising out of or related to the conduct of persons or entities other than you or your Personnel.

9. LIMITATION OF LIABILITY.

9.1. Direct Damages Only. We will not be liable to you for consequential, special, incidental, punitive, exemplary, or indirect damages or for lost profits, lost revenues, harm to goodwill, or the costs of procuring replacement services, regardless of whether such damages were foreseeable. This limitation will apply to all claims under all theories of law and equity, except where prohibited by Law.

9.2. Limitation. Except in the event of gross negligence or willful misconduct, and where prohibited by Law, the total liability of Hashtag to you shall be limited to the lesser of the aggregate amount paid by you over the preceding six month period or \$10,000.

10. CONFIDENTIALITY.

10.1. Precedence. The terms of this Section 10 supersede any non-disclosure or confidentiality agreement entered into by the Parties prior to the Effective Date of this Agreement.

10.2. Confidential Information. Confidential Information includes information about the Discloser's business, including product designs, product plans, software and technology, financial information, marketing plans, business opportunities, pricing information, discounts, inventions, and know-how, to the extent disclosed to the Recipient hereunder, and all other

information that the Recipient knew, or reasonably should have known, was Confidential Information of the Discloser. Confidential Information also includes the terms and conditions of this Agreement and the existence of the discussions between the Parties. Confidential Information includes trade secrets as defined under applicable law (which includes the Uniform Trade Secrets Act).

10.3. Exclusions. Confidential Information does not include information that: (a) is independently developed; (b) is or becomes public knowledge through no breach of this Agreement; or (c) is received from a third party who to the Recipient's knowledge did not have a duty of confidentiality.

10.4. Recipient Obligations. The Recipient shall: (a) use Confidential Information only as necessary to perform its obligations and/or exercise its rights under this Agreement; (b) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential materials); (c) not divulge any Confidential Information to any third party except as provided herein; and (d) not copy or reverse engineer any materials disclosed under this Agreement, or remove any proprietary markings from any Confidential Information.

10.5. Recipient Personnel. The Discloser acknowledges that the Recipient's Personnel may have access to the Discloser's Confidential Information. Any such Recipient Personnel given access to any Confidential Information must have a legitimate "need to know," and the Recipient shall remain responsible for Recipient Personnel's compliance with the terms of this Agreement.

10.6. Disclosure of Confidential Information. A Recipient may disclose Confidential Information as compelled by a court or regulator of competent authority, provided that the Recipient provides the Discloser with prompt written notice of such request, to the extent such notice is legally permissible and reasonably practicable.

11. DATA PRIVACY AND SECURITY.

11.1. Use; Access. You agree not to access, collect, store, retain, transfer, use, disclose, or otherwise process in any manner Hashtag Data, including without limitation Personal Information, except as required to perform under this Agreement. You shall keep Hashtag Data secure from unauthorized access and maintain the accuracy and integrity of our data in Restaurant's custody or control by using appropriate organizational, physical and technical safeguards. If Restaurant becomes aware of any unauthorized access to Hashtag Data, Restaurant will immediately notify Hashtag, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by Hashtag. You agree to implement and use security procedures, protocols or access credentials as reasonably requested by Hashtag and will be responsible for damages resulting from your failure to comply. You will not allow any third party to use the Hashtag Product or Services and will be responsible for damages resulting from sharing your login credentials with unauthorized third parties or otherwise permitting unauthorized access to your account. You may not allow any third party to

copy, modify, rent, lease, sell, distribute, reverse engineer, or otherwise attempt to gain access to the source code of the Hashtag Products or the technology underlying our Services; damage, destroy or impede the Hashtag Product or Services; transmit injurious code; or bypass or breach any applicable security protection. For purposes of clarity, Hashtag Data is the Confidential Information of Hashtag.

11.2. Obligations. The Recipient will employ reasonable administrative, technical, organizational, and physical safeguards, that are designed to: (a) ensure the security and confidentiality of Personal Information provided by the Discloser; (b) protect against threats or hazards to the security or integrity of such Personal Information; (c) protect against unauthorized access to or use of such Personal Information; and (d) ensure the proper disposal or destruction of such Personal Information. Each Party shall at all times comply with applicable data privacy and security Laws. If the Recipient becomes aware of any unauthorized access to or loss of Personal Information, it shall promptly report such incident to the Discloser and take appropriate remedial actions.

12. INSURANCE.

12.1. General. The insurance amounts indicated are minimum requirements and not limits of liability, and they are not to be construed as a Party's consent to substitute its financial liability in excess of the amounts provided in Section 9. Certificates evidencing such insurance must be made available promptly upon request.

12.2. Minimum Requirements.

12.2.1. *For Restaurants/Clients with greater than \$1,000,000.00 in annual sales*, you agree to maintain at your sole cost and expense: (a) worker's compensation and employers' liability insurance with limits no less than the minimum amount required by applicable law for each accident, including occupational disease coverage; (b) commercial general liability insurance, including product liability, and excess liability endorsements of \$1,000,000.00 per occurrence; (c) cybersecurity insurance up to \$2,000,000.00 per claim and in the aggregate; and (d) umbrella/excess liability insurance up to \$5,000,000.00 and in the aggregate.

12.2.2. *For Restaurants/Clients with less than \$1,000,000.00 in annual sales*, you agree to maintain at your sole cost and expense: (a) worker's compensation and employers' liability insurance with limits no less than the minimum amount required by Law for each accident, including occupational disease coverage; (b) commercial general liability insurance, including product liability, and excess liability endorsements of \$1,000,000.00 per occurrence; (c) cybersecurity insurance up to \$1,000,000.00 per claim and in the aggregate; and (d) umbrella/excess liability insurance up to \$2,000,000.00 and in the aggregate.

12.3. Coverage. The policy limits stated above may be met in the form of primary and umbrella/excess coverage. Such insurance is primary and not contributory with the other Party's insurance.

13. GOVERNING LAW & DISPUTE RESOLUTION.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION OF THIS AGREEMENT SHALL BE REFERRED TO AS THE “ARBITRATION AGREEMENT.”

13.1. Governing Law and Arbitration. This Agreement is governed by and interpreted in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof.

13.2. Scope of Arbitration Agreement. Any Dispute shall be finally resolved by binding arbitration except claims: (a) in small claims court, so long as the matter advances only on an individual (non-class, non-representative) basis; and (b) for injunctive relief arising out of the infringement or other misuse of intellectual property rights (such as a Party’s Marks or Hashtag IP). Hashtag and you agree that, because both are business entities that mutually benefit from streamlined and confidential resolution, this Arbitration Agreement shall apply to all Disputes and shall be binding upon and enforceable by not only the parties, but also their affiliates, subsidiaries, and their respective owners, officers, directors, managers and employees. This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted, whether before or after the Effective Date of this Agreement.

13.3. Informal Resolution. You and Hashtag agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Hashtag therefore agree that, before either of us demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify Hashtag that you intend to initiate an informal dispute resolution conference, email support@foxordering.com providing your name, telephone number, email address, and a description of your claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party’s claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

13.4. Arbitration Rules and Forum. This arbitration agreement shall be governed by the Federal Arbitration Act in all respects. If the rules and procedures of the Federal Arbitration Act cannot apply, the state law governing arbitration agreements in Delaware shall apply. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certifying completion of the informal dispute resolution conference. If this notice is being sent to Hashtag, it must be sent by email to support@foxordering.com with a copy by

mail to 4301 Oak Circle #7 Boca Raton, FL 33431. The parties will mutually select an arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the county where you live or at another mutually agreed location. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute. The parties agree that all of the arbitration proceedings, including any discovery, hearings, and rulings, shall be confidential to the fullest extent permitted by law. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in court, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

13.5. Arbitration Appeal. If the arbitration award includes any injunction or a monetary award that exceeds \$100,000, then either party shall have the right to appeal that award to an arbitration appellate panel. The notice of appeal must be served, in writing, on the opposing party within fourteen (14) days after the award has become final.

13.6. Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable, except with respect to the Waiver of Class or Consolidated Actions, the enforceability of which can only be determined by a court. All disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court or arbitration administrator. The arbitration will decide the rights and liabilities, if any, of you and Hashtag. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and Hashtag subject to Section 13.5.

13.7. Waiver of Jury Trial. YOU AND HASHTAG WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and Hashtag are instead electing to have all Disputes resolved by arbitration, except as specified in Section 13.2 above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

13.8. Waiver of Class or Consolidated Actions; Severability. YOU AND HASHTAG AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CLIENT CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class, consolidated, and representative actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor Hashtag is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 14.1, after the conclusion of the arbitration of any arbitrable claims, and all other provisions of this Section 13 (Dispute Resolution) shall remain in force. The parties also waive the right to bring any claims for public injunctive relief. If, however, this waiver of public injunctive relief claims is deemed invalid or unenforceable with respect to a particular claim or dispute, then all such claims and disputes will then be resolved in arbitration. Notwithstanding any other provision in this Agreement, any claim that all or part of this Waiver of Class or Consolidated Actions is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If any provision of this Section 13 is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Section 13. Nothing in this provision shall prevent you or Hashtag from participating in a class-wide, collective, or representative settlement of claims.

13.9. Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor we can force the other to arbitrate as a result of this Agreement. To opt out, you must notify us in writing of your intention to opt out by sending a letter, by First Class Mail, to 4301 Oak Circle #7 Boca Raton FL 33431. Any attempt to opt out by email will be ineffective. To be effective, your opt-out notice must be postmarked by the later of 30 days after the effective date. Your notice must include your name and address, and a CLEAR statement that you want to opt out of this Arbitration Agreement. The letter may opt out, at most, only one location of your business, and letters that purport to opt out multiple merchants will not be effective as to any. No Client (or his or her agent or representative) may effectuate an opt out on behalf of other persons. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

13.10. Survival. This Arbitration Agreement will survive any termination of your relationship with Hashtag.

13.11. Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if Hashtag makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Hashtag.

14. MISCELLANEOUS.

14.1. Litigation Class Action Waiver. To the extent allowed by Law, separate and apart from the Arbitration Agreement found in Section 13, you agree that any proceeding to litigate in court any Dispute, whether because you opted out of the Arbitration Agreement or any other reason, will be conducted solely on an individual basis, and you agree not to seek to have any controversy, claim or Dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity (“Litigation Class Action Waiver”). You further agree that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all Parties to any such proceeding. The enforceability of this Litigation Class Action Waiver shall only be determined by a court of competent jurisdiction. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void, or voidable with respect to a particular claim or Dispute, then all such claims or Disputes will be resolved in court, after the conclusion of the arbitration of any arbitrable claims or Disputes, and the remainder of this Arbitration Agreement shall remain in full force and effect.

14.2. Relationship of the Parties. Notwithstanding any provision herein to the contrary, each Party is an independent contractor with respect to its performance of its obligations hereunder. Nothing contained herein is deemed to create the relationship of partnership, principal, and agent, or joint venture between the Parties. Neither Party has any right or authority to incur obligations of any kind in the name of, or for the account of, the other Party nor to commit or bind the other Party to any contract or other obligation. Under no circumstances is either Party considered to be, nor will either Party hold itself out as, an employee, agent, franchisee, or joint venturer of the other Party.

14.3. Other Fees. If there is a Change in Law, we may pass through such fees and/or costs generated as a result of the Change in Law to you in the affected jurisdiction(s) with 15 days' written notice. We may also charge the Customers a service fee in exchange for their use of our technology or platform; provided, however, that any such fees will be clearly shown to the Customer prior to the submission of an Order and such fee will not be passed through to the Restaurant.

14.4. Entire Agreement. This Agreement and any order form filled out by the Parties represents the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements with respect to the subject matter hereof.

14.5. Assignment. Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent may not be unreasonably withheld, and any attempted assignment without such consent will be void; provided that either Party may assign this Agreement without such consent, to an Affiliate, or in connection with any merger, consolidation, sale of all or substantially all of the assigning Party's assets, or any other similar transaction. Subject to the foregoing in this Section 14.5, this Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns

of each Party. This Agreement will not confer any rights or remedies upon any person other than the Parties, their respective successors, and permitted assigns.

14.6. Enforcement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.7. Notices. Legal notices to either Party shall be sent in the case of the Restaurant/Client, to the applicable address on the Client Portal, or in the case of Hashtag, to 4301 Oak Circle #7 Boca Raton, FL 33431, or such other address as the Party communicates in writing.

14.8. Promotional Programs; Future Program Changes.

14.8.1. *Future Program Changes*. From time to time during the Term, you or Hashtag may desire to implement efficient enrollment processes that will enable you to automatically participate in new products, promotions or services and/or effect changes to the terms pursuant to which we provide our services to such you (“Future Program Changes”).

14.8.2. *Enrollment*. You agree that we may enroll you in Future Program Changes in the form of an opt-in, an opt-out, or mass sign-up system (“Enrollment Protocol”), provided that we shall administer such Enrollment Protocol in compliance with Law.

14.9. Franchisees. *This Section 14.9 applies only if a Client operates a franchisee or similar structure*. Client’s franchisees may use certain Services hereunder pursuant to the terms and conditions of this Agreement. Client shall indemnify, defend, and hold Hashtag harmless against any third-party suits, fees, costs or expenses resulting from a dispute between Client and any of Client’s franchisees relating to or arising from conduct of the Client (including former franchisees). Hashtag acknowledges that Client is not responsible or liable for any franchisee’s acts, omissions or performance, including a franchisee’s payment obligations, under any agreement between Hashtag and such franchisee.

14.10. Use Only Where Legally Allowed. Client shall not access or use the Hashtag Product or Services or any portion of the foregoing if it is not legally allowed to do so where it is located.

14.11. Third-Party Add-On Features. From time to time, Hashtag may make available third-party add-on features (“Third-Party Add-On Features”) for use with the Hashtag Product or Services. Third-Party Add-On Features are not included within the definition of Hashtag Product or Services under this Agreement and Hashtag hereby expressly disclaims all warranties, express, implied, or statutory, regarding Third-Party Add-On Features, including but not limited to any implied warranties of merchantability, title, satisfactory quality or results, or fitness for a particular purpose and non-infringement. Hashtag also makes no representations or warranties regarding availability of any Third-Party Add-On Feature. Third-Party Add-On Features may be discontinued by Hashtag and/or the third-party provider at any time, with or without cause.

14.12. Communications from Hashtag. You agree to receive communications from Hashtag and its affiliates, including via email, text message, calls, and push notifications to the mobile telephone number you provide to Hashtag. You also agree that you may receive communications generated by automatic telephone dialing systems which may deliver pre-recorded messages.

You acknowledge that you can opt out of promotional SMS at any time by texting “STOP.” Message and data rates may apply.

14.13. Copyright Infringement. If you believe that your work has been copied and posted on the Hashtag Product or Services in a way that constitutes copyright infringement, please provide our support email with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Hashtag Product of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

15. DEFINITIONS.

15.1. “Affiliate” means an entity controlled by, controlling or under common control with a Party.

15.2. “Change in Law” means a material change in (or change in enforcement thereof) Law, labor standard or unionization pertaining to the Services.

15.3. “Commission” means the fee Hashtag charges Restaurant for an Order, which is calculated by multiplying (i) the applicable Commission Rate by (ii) the subtotal for the Restaurant Products ordered by the Customer, excluding all applicable taxes and other governmental fees and surcharges.

15.4. “Commission Rate” means the percentage indicated in the definition of Fee for the applicable Fox Ordering Product, that Fox Ordering shall charge Restaurant on each Order.

15.5. “Confidential Information” means all confidential, proprietary, or nonpublic information provided by the Discloser to the Recipient that a reasonable industry participant would deem to be confidential, as further described in Section 10.

15.6. “Content” includes, without limitation, menus, photographs (either provided by a Party directly or made publicly available on the Party’s website), business information and Restaurant Product descriptions (either provided by Restaurant or on Restaurant’s website), trademarks, logos, Restaurant or Client name, location, url, phone number, and other materials provided by you to Fox Ordering.

15.7. “Customer” means the end user accessing the Hashtag Product or Service to place an Order, leave a review or tip, or otherwise use the Services described herein.

15.8. “Discloser” means the Party disclosing Confidential Information.

15.9. “Dispute” means any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement, including the breach, termination, enforcement, interpretation or validity thereof (as well as the determination of the formation, scope, or applicability of the arbitration agreement in Section 13) or the relationship between the Parties, their Affiliates and subsidiaries, and each of their respective owners, directors, managers, and personnel.

15.10. “Hashtag Data” means any information that Hashtag provides or makes accessible to you, including Personal Information.

15.11. “Hashtag IP” includes all patents, patent applications, inventions, copyrights, trade secrets, Marks, ideas, images (including descriptions of such images), domain names, and any and all other works and materials developed by Hashtag (including all intellectual property rights therein and thereto), and similar rights owned by Hashtag that are embodied in the Hashtag Products or any other Fox Ordering technology or platform.

15.12. “Hashtag Product” means the technology that you access or Hashtag provides, in each case, that will allow information to be exchanged between you (which may include Restaurant Applications and/or a Third Party Platform) and Hashtag. References to the “Hashtag Product” include the Hashtag Product Documentation.

15.13. “Hashtag Product Documentation” means documentation, specifications, and other materials (whether written or electronic) that describe the operation or function of a Hashtag Product.

15.14. “Fee” means (a) the subscription amount referenced on that certain subscription order form completed by the Parties, and/or (b) one of the following Commission Rates: (a) online order service fee of 5% - 30%, which may include an additional \$9.99 charge (per order); (b) marketplace application 10% (per order); or (c) technology driven partnership 15% - 30% (per order); plus, as applicable, one or more of the following fees or Commission Rates: (x) relay 10% (per order), (y) marketing / management / rewards - \$9.99 (per statement period); and (z) broken Equipment if such equipment is not returned in a timely manner as set forth in Sections 2.2 and 2.3 above. This may include separate fees for different Order types, if applicable. By submitting your payment information to us for subscription services, you authorize us to charge your credit card or other payment method then available. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. We will not be liable in the event others acting with or without your permission use your credit card, or other means of payment to make orders for the subscription service. Subscription fees are non-refundable. Subscriptions automatically renew unless cancelled by you under the terms herein. You agree that we may charge the card or other payment method on file on a recurring basis according to the frequency you selected until you cancel your subscription by emailing us at support@foxordering.com stating that you want to cancel your subscription. You may cancel your monthly subscription at any time upon 30 days prior notice to us. You may cancel your annual subscription auto-renewal by notifying us at least 30 days prior to any such renewal.

15.15. “including” means “including without limitation”.

15.16. “Law” means all laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority applicable to the referenced Party.

15.17. “Licensee” means the Party receiving the license described in Section 5.

15.18. “Licensor” means the Party granting the license described in Section 5. As it pertains to Hashtag, an Affiliate of Hashtag may be considered a “Licensor” hereunder.

15.19. “Losses” means all losses, damages, deficiencies, diminution in value, suits, debts, obligations, interest, penalties, expenses, judgments or settlements of any nature or kind, including without limitation reasonable attorney’s fees and disbursements, court costs, amounts paid in settlement and expenses of investigation.

15.20. “Marks” means the corporate names, trade names, trademarks, service marks, and logos (including third-party marks to which the Licensor has rights and uses in its business).

15.21. “Platform Fee” means the fee Hashtag charges on each tip paid by a customer through our technology, which is calculated by multiplying (i) the applicable platform fee rate set forth in your setup documents, by (ii) the subtotal for the tip placed by the Customer, excluding all applicable taxes and other governmental fees and surcharges.

15.22 “Restaurant Application” means the software and/or system(s) that are used by Restaurant (if any) to provide digital order solutions and services to Customers generally, including Restaurant’s website.

15.23. “Client Location” means the store, location, warehouse, or restaurant that are within the territory serviced by Hashtag and includes: (a) locations owned and operated by Client and/or its affiliates, and/or (b) locations owned and operated by franchisees of Client or its affiliates which have signed a franchisee agreement.

15.24. “Portal” means the portal made available by Hashtag to you which provides you with Order sales information, metrics, and other functionality in connection with your relationship with Hashtag. For purposes of the Agreement, the Portal is a Hashtag Product.

15.25. “Restaurant Product” means the products (*e.g.*, food, beverages) prepared, distributed, or sold by a Restaurant.

15.26. “Personnel” means a Party’s employees, agents, contractors, or subcontractors.

15.27. “Order” means delivery orders and pick up orders collectively.

15.28. “Equipment” means any equipment reasonably required by Hashtag in connection with providing the Services (*e.g.*, a tablet or other technology capable of receiving Orders and a receipt printer).)

15.29. “Party” means Hashtag or you, as the context requires.

15.30. “Personal Information” means any information that (a) relates to an identified or identifiable natural person (including names, telephone numbers, addresses, signatures, email addresses, and/or other unique identifiers); or (b) that can reasonably be used to identify or authenticate an individual, directly or indirectly (including name, contact information, precise location information, access credentials, persistent identifiers, and any information that may be considered ‘personal data’ or ‘personal information’ under applicable law, including, if applicable, the General Data Protection Regulation (GDPR)), which is collected and/or handled by any of the Parties in connection with this Agreement.

15.31. “Recipient” means the Party receiving Confidential Information.

15.32. “Term” means the period from the Effective Date until the date of termination.

15.33. “Third Party Platform” means a third party’s technology interface, such as a middleware technology platform, other than the Hashtag Product and Restaurant Applications, that enables

Restaurant to request delivery fulfillment and/or provide information necessary to enable such delivery fulfillment.

Exhibit A

Local Laws

§ 9-5104 of The Philadelphia Code: governs the fees that we may charge Restaurants for certain Services, including but not limited to delivery and listing services. For Restaurants located in Philadelphia, you acknowledge that:

- (a) you have reviewed Chapter 5-104 and understand your rights;
- (b) you understand we offer basic ordering services in exchange for a Restaurant paying a commission to Fox Ordering less than or equal to 15% of the subtotal of each online order;
- (c) should you elect to use additional Services such that your Fee exceeds 15% commission, you understand that you are waiving your rights and opting out of the limit on fees outlined under Chapter 5-104 and agreeing to the rates set forth in your Agreement with us to secure additional services; and
- (d) you understand that you may, at any time during the term, opt out of any additional Services and elect only to use the basic ordering Service by providing written notice to us at support@foxordering.com.

4. § 6-62 of Alameda Municipal Code: governs the fees that we may charge Restaurants for delivery services. For Restaurants located in the City of Alameda, California, you acknowledge that:

- (a) you have reviewed Section 6-62.2 and understand your rights;
- (b) you understand we offer a pricing plan to Restaurants where we will provide basic marketplace delivery and listing Services, in exchange for a Restaurant paying a commission to us less than or equal to 15% of the subtotal of each online order;
- (c) Should you elect to use additional Services such that your Fee exceeds 15% commission, you understand that you are waiving your rights and opting out of the limit on fees outlined under Section 6-62 and agreeing to the rates set forth in your Agreement with us; and
- (d) you understand that you may, at any time during the Term, opt out of such additional services by providing written notice to us at support@foxordering.com.