Terms of Use

Before you use the site, please read the below terms of use carefully.

Effective: July 23, 2025

THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTES FIRST BY CONTACTING US DIRECTLY AND USING GOOD FAITH EFFORTS TO RESOLVE SUCH DISPUTE. THE SECTION BELOW ENTITLED "DISPUTE RESOLUTION" HAS A MANDATORY ARBITRATION PROVISION AND A WAIVER PERMITTING YOU TO ONLY PURSUE CLAIMS AND SEEK RELIEF AGAINST FOX ORDERING ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT.

1. FOX ORDERING SERVICES

Hashtag Applications, LLC owns and operates this website (fromtherestaurant.com), the related mobile sites and mobile applications, and selected other domains (collectively, the "Sites") that provide you with the ability to place an order online from certain restaurants. These terms of use (the "Agreement") constitute a contract between you and us. If you do not agree to the following terms of use, please do not use the Sites. As used in this Agreement, "Fox Ordering," "we," "us," and "our" shall mean Hashtag Applications, LLC dba Fox Ordering and its subsidiaries and affiliates.

The restaurants available on our Sites operate independently and have entered into agreements with us to provide the food and delivery services available to you on the Sites. The restaurants are required to comply with applicable laws, rules, regulations, and standards pertaining to the preparation, sale and marketing of food, including food preparation and safety and menu disclosure. Fox Ordering is not responsible for the restaurants' staff, food preparation, or safety and does not verify any restaurant's compliance with applicable laws. In addition, Fox Ordering does not guarantee the quality of what the restaurants sell, nor does it guarantee the services provided by the restaurant, including in those cases where the restaurant provides the delivery services. In addition, Fox Ordering does not independently verify representations made by restaurants regarding their food, including without limitation any menu- or restaurant-level descriptors or disclosures. Should you have any questions about your order or food allergies, please reach out to the restaurant directly.

The restaurants may engage their own delivery drivers. In the event they do not, we may also partner with certain delivery service providers when available and should delivery service be selected by you (*e.g.*, Door Dash). Should you choose a delivery option through a service provider, we may share certain information you provide to us with the delivery service providers to complete the delivery of your order. The delivery service providers are not employed by us nor do they report directly to us. We therefore do not control the means and method in which workers deliver orders. Your use of delivery service providers may be subject to separate terms of use. Please review the applicable delivery service provider’s terms for more information. We are not responsible for the services, acts, omissions, or representations of the delivery service providers.

2. USING FOX ORDERING’S SERVICES; ACCESSIBILITY

You may only use the Sites to order if you are the authorized holder of the credit card used for payment or an authorized user of a corporate account and if you are able to form a binding contract with us. In addition, if you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Sites, and your parent or legal guardian must read and agree to this Agreement prior to your using the Sites. Notwithstanding the foregoing, you are prohibited from using the Sites if you are under the age of 13. Mobile applications can be downloaded for free. However, you will be responsible for any connection or data charges incurred as a result of downloading, installing or using such applications.

Use of the Sites to order requires that you provide certain personal information. In consideration of the use of the Sites' services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the applicable Site, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Fox Ordering has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fox Ordering has the right to block your current or future use of the Sites (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your personal information and for all activities or any other actions that occur under or are taken in connection with your use of the Sites. You agree to (a) immediately notify Fox Ordering of any known or suspected unauthorized use(s) of your personal information while using the Sites, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your credit card information in connection with use of the Sites; and (b) ensure that you exit from the Sites at the end of each session. Fox Ordering will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your personal information.

We and the delivery service providers that we engage may communicate with you regarding your use of the Sites or delivery of orders. By using our Sites, you consent to receiving communications from us, including phone calls, faxes, emails, SMS and MMS text messages, messages through electronic apps or platforms, and any other communications made by and on behalf of us that may relate to the Site, your order, delivery of your order (if applicable), or these Terms of Use.

We are working hard toward ensuring that the Sites are accessible by applying the Web Content Accessibility Guidelines, which set forth requirements to improve the accessibility of websites for people with disabilities. In the event you encounter any barrier to accessibility, you agree to contact us by e-mail: support@foxordering.com, mail: 4301 Oak Circle, Boca Raton, FL 33431, or phone: 866-883-6967. By using our Sites, you acknowledge and agree that accessibility is highly complex, subjective and changeable and that achieving absolute or total accessibility might not be possible. As provided in Section 6 (DISCLAIMER) below, the materials and all other content on the Site are provided on an “as is” and “as available” basis without warranties of every kind.

3. REFUND POLICY; FEES

You pay for order(s) placed through the Sites. All orders are subject to review and approval. If adjustments are necessary to fulfill your order, you will be notified by email. When you place an

order, you agree that we may immediately charge your credit card. In the event of any error in your order or the amount you were charged, you must contact us by phone at 866-883-6967 or email at support@foxordering.com within one week following the date of your order so that we may determine whether you are entitled to a refund. If you do not raise the issue within one week of your order date, you waive the ability to receive a refund.

There are certain fees associated with the services set forth above and your use of the Sites to place an order with a participating restaurant. You pay for order(s) placed through the Sites and any associated platform, service or delivery fee in connection with the use of our technology or such additional services chosen by you. The order summary page will itemize such fees so that they are transparent to you. Please know a platform, technology, or service fee is charged by us in connection with your use of the technology we make available through the Sites and such fee is not passed through to the restaurant.

4. MATERIALS AND LICENSE

The Sites and everything on them, from text to photos to videos to graphics and software, (collectively, the "Materials") are owned by or licensed to Fox Ordering. The Sites and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Sites and except for the trademarks, service marks, logos and trade names of other companies that are displayed on the Sites, all trademarks, service marks, logos, trade dress and trade names are proprietary to Fox Ordering, including without limitation, FOX ORDERING and the foxordering.net trade dress. Please be advised that Fox Ordering enforces its intellectual property rights to the fullest extent of the law.

We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Sites and/or the Materials for your personal use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Sites. Any other use of the Sites and/or the Materials is strictly prohibited. No Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the Sites should be interpreted as granting to you any license or right to use any of the Materials and/or third party proprietary content on the Sites without the express written permission of Fox Ordering or the appropriate third party owner, as applicable.

If you download any software from the Sites, you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form.

Fox Ordering reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

5. USER CONDUCT

By accessing the Sites, you agree:

1. to comply with all applicable laws and not to use the Sites for any illegal purposes;
2. not to use the Sites or the services if you are under the age of 13;
3. not to access the Sites or services using a third-party's account/registration without the express consent of the account holder;
4. not to attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system and/or network connected to any Fox Ordering server;
5. not to attempt to impersonate another user or person;
6. not to deep-link to the Sites and/or access the Sites manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the Sites and/or any Materials and/or other content on the Sites;
7. not to conduct any kind of systematic retrieval of data or other content from the Sites;
8. not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Site content;
9. not to use the Sites in any manner that could damage, disable, overburden and/or impair any Fox Ordering server, or the network(s) connected to any Fox Ordering server, and/or interfere with any other party's use and enjoyment of the Sites;
10. not to use any information obtained from the Sites or the Fox Ordering services in order to contact, advertise to, solicit, or sell to any user or restaurant;
11. not to sell or transfer your profile;
12. not to use the Sites to engage in commercial activities apart from sanctioned use of Fox Ordering services;
13. not to use the Sites as part of an effort to compete with Fox Ordering, the Sites, or the Fox Ordering services;
14. not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in any format or media;
15. not to license, sell and/or otherwise provide access to and/or use of the Sites to any third party, including without limitation to build a competitive product and/or service;
16. not to copy, publish or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
17. not to harass, annoy, intimidate or threaten any Fox Ordering employees or agents engaged in providing any portion of Fox Ordering's services;
18. not to display an advertisement, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Sites or Fox Ordering's services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;
19. not to delete the copyright or other proprietary rights notice from any User Content or any portion of the Sites or Fox Ordering's services;
20. not to upload or transmit viruses or other harmful, disruptive or destructive files; and
21. not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our restaurant partners).

You agree that the consequences of commercial use or re-publication Materials from the Sites or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that Fox Ordering will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

II. Content You Provide

Fox Ordering may provide you with interactive opportunities on the Sites, (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings and/or other materials and/or content that you submit, post and/or otherwise transmit to the Sites ("User Content").

III. Use of Your Content

You grant Fox Ordering an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute and/or otherwise use User Content in connection with Fox Ordering's business and in all forms of media now known or hereafter invented (collectively, the "Uses"), without notification to and/or approval by you. You further grant Fox Ordering a license to use your username and/or other user profile information, including without limitation, your ratings history to attribute User Content to you in connection with the Uses, if we choose to do so, again without notification to and/or approval by you. Further, if you provide any suggestions, input or other feedback relating to the Sites or the services we provide, Fox Ordering shall have the right to freely and fully exercise and use such content in connection with its business, without notice to, approval by or compensation to you.

User Content transmitted to certain parts of the Sites, including, without limitation, restaurant pages may be posted in public areas on our Sites, including without limitation in a compilation format, and as such will be publicly visible and accessible. Fox Ordering and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from, any and all liability for the action of any and all third parties with respect to User Content.

IV. Standards of Conduct

By transmitting User Content, you agree to follow the standards of conduct below and any additional standards that may be stated on the Sites. We do our best to encourage civility and discourage disruptive communication on the Sites. We also discourage communications that incite others to violate our standards. We expect your cooperation in upholding our standards. You are responsible for all of your User Content. You agree not to provide any User Content that:

1. is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically and/or otherwise objectionable;
2. has a commercial, political or religious purpose;
3. is false, misleading and/or not written in good faith;
4. infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
5. is illegal and/or promotes illegal activity;
6. contains unauthorized advertising and/or solicits users to a business other than those on the Sites; and/or
7. is intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or Materials on the Sites or other websites.

Fox Ordering may monitor any and all use of the Sites; however, we are under no obligation to do so. We may manage the Sites in a manner intended to protect our property and rights and to facilitate the proper functioning of the Sites. If any User Content or conduct on our Sites violates our standards, or any other terms and conditions of this Agreement; or interferes with other peoples' enjoyment of the Materials or our Sites; or that we believe is inappropriate; in our sole judgment, we reserve the right to change, delete or remove, in part or in full, any such User Content or Materials; and we further reserve the right to terminate or suspend access to any Sites. Fox Ordering will cooperate with local, state and/or federal authorities to the extent required by applicable law in connection with User Content.

V. Ratings and Reviews

The Sites may allow you to rate and post reviews of restaurants and other businesses ("Ratings and Reviews"). Such Ratings and Reviews are considered User Content and are governed by the terms and conditions of this Agreement, including, without limitation, the Sites' standards of conduct. Ratings and Reviews are not endorsed by Fox Ordering, and do not represent the views of Fox Ordering or of any affiliate or partner of Fox Ordering. Fox Ordering does not assume liability for Ratings and Reviews or for any claims, liabilities or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) before posting a Rating or Review, you must have had first-hand experience with the restaurant or business; (2) you may not have a proprietary or other affiliation with either the restaurant or any of its competitors; (3) you may not draw any legal conclusions regarding the restaurants' products, services or conduct; and (4) your review must otherwise comply with the terms of this Agreement. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Sites may be removed or excluded by us without notice.

6. DISCLAIMER

THE SITES, THE MATERIALS AND ALL OTHER CONTENT ON THE SITES ARE PROVIDED "AS IS," ON AN “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM, WITH RESPECT TO THE MATERIALS AND ALL OTHER CONTENT ON THE SITES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOX ORDERING DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE SITES WILL BE SECURE, UNINTERRUPTED AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. FOX ORDERING DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES, THE MATERIALS AND/OR ANY OTHER CONTENT ON THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE QUALITY AND/OR TIMING OF A DELIVERY ORDERED ON THE SITES AND/OR THE FOOD OR OTHER PRODUCTS DELIVERED. YOU (AND NOT FOX ORDERING) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL FOX ORDERING BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF FOX ORDERING HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. FOX ORDERING ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. FOX ORDERING ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL FOX ORDERING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO FOX ORDERING OR A FOX ORDERING'S RESTAURANT, IF ANY, OR (B) $500 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU AND FOX ORDERING AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

YOU AND FOX ORDERING AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

8. THIRD PARTY LINKS

The Sites may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). Fox Ordering does not review, monitor, operate and/or control the Third Party Websites and Fox Ordering makes no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, Fox Ordering is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. We do not have any responsibility for such Third Party Websites and any third-party business practices (including, without limitation, their privacy policies). Your access and/or use of the Third Party Websites, including providing information, materials and/or other content to the Third Party Websites, is entirely at your own risk. We encourage you to be aware when you access such sites and read the terms and condition and privacy policy of each Third Party Website you use. Fox Ordering reserves the right to discontinue links to any Third Party Websites at any time and for any reason, without notice.

9. ADDITIONAL TERMS

Your use of the Sites is subject to any and all additional terms, policies, rules or guidelines applicable to Fox Ordering's services or certain features of the Sites that we may post or link to on the Sites (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to particular features, promotions or content on the Sites. All such Additional Terms are hereby incorporated into this Agreement by reference.

10. PRIVACY POLICY

The terms and conditions of the Privacy Policy located at https://fromtherestaurant.com/ConsumerPrivacyPolicy.pdf are incorporated into this Agreement by reference.

11. COPYRIGHT POLICY

Fox Ordering respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Sites or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide Fox Ordering's Copyright Agent (as set forth below) with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to Fox Ordering, 4301 Oak Circle Suite 7, Boca Raton FL, 33431.

12. VIOLATIONS OF THE AGREEMENT

Fox Ordering reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the Sites from a particular account, device and/or IP address.

13. CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective as soon as we post it, and the most current version of this Agreement will always be posted under the "Terms of Use" tab ("Updated Terms"). If we make a material change to the Agreement, we may notify you. You agree that you will review this Agreement periodically. By continuing to access and/or use the Sites after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Sites. This Agreement will govern any disputes arising before the effective date of the Updated Terms.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our directors, affiliates, owners, officers, agents, partners, and employees harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Sites, breach of these terms of use, or breach of your obligations under these terms of use. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. GOVERNING LAW

You acknowledge and agree that your access to and/or use of the Sites, the Materials and other content on the Sites is subject to all applicable laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

16. DISPUTE RESOLUTION; CLASS ACTION WAIVER

A. Disputes. In the event of any dispute arising out of, or relating to, use of the Site or these terms of use, you agree that the parties hereto shall first seek to settle such dispute through direct discussions. If a dispute cannot be settled amicably through such direct discussions within sixty (60) days from commencement of such discussions, such dispute shall be settled through binding arbitration as provided below.

B. Arbitration. You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to your use of the Sites, the Materials and/or other content on the Sites, shall be submitted exclusively to binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. **You acknowledge and agree that you and Fox Ordering are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless Fox Ordering agrees in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement will be brought within one year of its accrual or it will be waived.

C. Arbitration Rules The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425 or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

D. Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at https://www.adr.org/Most-Viewed-Forms and a separate affidavit for waiver of fees for California residents only at https://adr.org/sites/default/files/Waiver_of_Fees_CA_Only.pdf. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

E. Arbitration Location and Procedure. Unless you and Fox Ordering otherwise agree, the arbitration will be conducted in Palm Beach County, Florida. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents you and Fox Ordering submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

F. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of reasonable attorneys' fees and expenses to the extent provided under applicable law.

G. Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

H. Class Action Waiver. You acknowledge and agree that any claim or dispute in any arbitration or proceeding shall be brought on an individual basis only, and not as a class action or collective action, and there is no right or authority for any dispute or claim to be brought in a purported representative capacity on behalf of the general public or any other persons. Regardless of anything herein, the interpretation, applicability or enforceability of the Class Action Waiver may only be determined by a court and not an arbitrator.

I. Changes. Fox Ordering reserves the right to change this "Dispute Resolution" section. Notwithstanding the provisions of the modification-related provisions above, if Fox Ordering changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Sites after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing Fox Ordering written notice of such rejection by mail or hand delivery to: Fox Ordering, 4301 Oak Circle Suite 7, Boca Raton FL, 33431 or by email from the email address associated with your account to: support@foxordering.com, within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Fox Ordering in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

17. WAIVER AND SEVERABILITY

Any waiver by Fox Ordering of any provision of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid or otherwise unenforceable, then that portion shall be

deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to terms contained herein.

18. NOTICE FOR CALIFORNIA USERS.

Under California Civil Code Section 1789.3, California users of the Sites are entitled to the following specific consumer rights notice: The headquarters of Fox Ordering is currently located at 4301 Oak Circle Suite 7, Boca Raton FL, 33431, phone: (866) 883 – 6967. The charges for the Site's services are specified on the Sites. If you have a complaint regarding the Site's services or want to request a paper copy of these terms of use, please contact Fox Ordering by writing to the address above, by phone at the number above, or by e-mail at support@foxordering.com. The Consumer Information Center of the Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N-112, Sacramento, CA 95384, or by telephone at (800) 952-5210 or (800) 735-2929 TTY.