

## **TERMS OF SERVICE**

Last Modified: September 3, 2020

### **ACCEPTANCE OF THE TERMS OF SERVICE**

Welcome to the website of CHEW AND A, LLC, also known as CHEW & A (“Company”). The following terms and conditions, together with the Privacy Policy and any documents and/or materials they expressly incorporate by reference (collectively, these “Terms of Service”), govern your access to and use of [www.chewanda.com](http://www.chewanda.com), including any content, functionality, and services provided on or through the website [www.chewanda.com](http://www.chewanda.com), (the “Website”), whether as a guest or registered user.

Please read the Terms of Service carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Service. If you do not want to agree to these Terms of Service, you must not access or use the Website.

### **CHANGES TO THE TERMS OF SERVICE**

Company may revise and update these Terms of Service from time to time in Company’s sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

### **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

Company reserves the right to withdraw or amend this Website, and any service or material we provide on the Website, in Company’s sole discretion without notice. Company will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Company may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by Company’s Privacy Policy, and you consent to all actions we take with respect to your information consistent with Company’s Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of Company's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify Company immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Company has the right to disable any user name, password or other identifier, whether chosen by you or provided by Company, at any time in Company's sole discretion for any or no reason, including if, in Company's opinion, you have violated any provision of these Terms of Service.

### **INTELLECTUAL PROPERTY RIGHTS**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on Company's Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use or limited business purpose of exploring a potential transaction or business relationship with the Company, and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

- You must not access or use for any commercial purposes use, other than the limited business purpose of exploring a potential transaction or business relationship with the Company, any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [chewhee0305@gmail.com](mailto:chewhee0305@gmail.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Service, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

### **PROHIBITED USES**

You may use the Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not its entirety comply with all applicable federal, state, local and international laws and regulations or, without limiting the foregoing, does any of the following (“Content Standards”):
  - Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
  - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
  - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
  - Be likely to deceive any person.
  - Promote any illegal activity, or advocate, promote or assist any unlawful act.
  - Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
  - Give the impression that they emanate from or are endorsed by Company or any other person or entity, if this is not the case.

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Company, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without Company's prior written consent.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

#### **MONITORING AND ENFORCEMENT; TERMINATION**

COMPANY DOES NOT UNDERTAKE TO REVIEW ALL MATERIAL BEFORE IT IS POSTED ON THE WEBSITE, AND CANNOT ENSURE PROMPT REMOVAL OF OBJECTIONABLE MATERIAL AFTER IT HAS BEEN POSTED.

Accordingly, Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

#### **RELIANCE ON INFORMATION AND SERVICES PROVIDED ON WEBSITE**

THE INFORMATION, DOCUMENTS, MATERIALS, AND SERVICES PRESENTED ON OR THROUGH THE WEBSITE AND PROVIDED TO YOU AS A GUEST, REGISTERED USER, AND/OR PAYING CUSTOMER IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH DESCRIBED INFORMATION, DOCUMENTS, MATERIALS, AND SERVICES. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY **AT YOUR OWN RISK**. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION, DOCUMENTS, MATERIALS, AND SERVICES

BY YOU AS A GUEST, REGISTERED USER, PAYING CUSTOMER, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. Company is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **CHANGES TO THE WEBSITE**

Company may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and Company is under no obligation to update such material.

### **INFORMATION ABOUT YOU AND YOURS VISITS TO THE WEBSITE**

By using the Website, you consent to all actions taken by Company with respect to your information in compliance with Company's Private Policy.

### **LINKING TO THE WEBSITE; SOCIAL MEDIA**

You may link to Company's homepage, provided you do so in a way that is fair and legal and does not damage Company's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Company's part without Company's express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by Company, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions Company provides with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service.

You agree to cooperate with Company in causing any unauthorized framing or linking immediately to cease. Company reserves the right to withdraw linking permission without notice.

Company may disable all or any social media features and any links at any time without notice in Company's discretion.

### **LINKS FROM THE WEBSITE**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Company has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **GEOGRAPHIC RESTRICTIONS**

The owner of the Website is based in the state of Illinois in the United States. Access to the Website is prohibited by any person(s) or organization(s) designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act or otherwise in violation of any United States export control restrictions. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **DISCLAIMER OF WARRANTIES**

You understand that Company cannot and does not guarantee or warrants that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS **AT YOUR OWN RISK**. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE

COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT COMPANY'S SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WHERE WARRANTIES MAY BE LIMITED BUT NOT EXCLUDED, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LOWEST AMOUNT ALLOWABLE UNDER THE APPLICABLE LAW, OR FIFTY DOLLARS (\$50.00) IF SUCH AMOUNT IS NOT PROVIDED FOR BY SUCH LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

#### **LIMITATION ON LIABILITY**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Website.

### **GOVERNING LAW AND JURISDICTION**

All matters relating to the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website shall be by one disinterested arbitrator in binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Optional Rules for Emergency Measures of Protection in Chicago, Illinois. The arbitral decision and award will be final and binding on the parties, and may be entered and enforced in any court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and legal counsel.

### **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION, OR CLAIM IS PERMANENTLY BARRED.

### **WAIVER AND SEVERABILITY**

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

### **ENTIRE AGREEMENT**

The Terms of Service and the Privacy Policy constitute the sole and entire agreement between you and CHEW AND A, LLC with respect to the Website and supersede all prior and contemporaneous oral understandings, agreements, representations and warranties with respect to the Website.

**YOUR COMMENTS AND CONCERNS**

This website is operated by CHEW AND A, LLC.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [chewhee0305@gmail.com](mailto:chewhee0305@gmail.com).

Thank you for visiting the Website.