Terms and Conditions

Grub Lab, LLC (**Grub Lab, we**, **us**, **our**) provides products and services including:

- Augmented reality activity packs, menu placemats, experience packs; trading cards, collectibles, coloring in pages / books, interactive experiences and related materials to be used as a family entertainment and digital marketing solutions (**Products**);
- Digital Experiences that are deployed via various digital services, including but not limited to native app stores, websites, other third platforms and games stores (**Grub Lab Games**); and
- An online platform used by Customers to create and manage accounts, input business information, design and customize menu placemats, and place and manage orders (**Customer Portal**).

PLEASE READ THESE TERMS AND CONDITIONS and ALL PUBLISHED POLICIES OF GRUB LAB (available here), including our Privacy Policy, (collectively, **this Agreement**) carefully before acquiring the Products and using, marketing or providing or purporting to provide access to the Products, Grub Lab Games or Customer Portal offered by Grub Lab.

When acquiring the Products or using Grub Lab Games or the Customer Portal, you agree to be bound by the provisions of this Agreement. You are prohibited from “scraping,” copying, republishing, licensing or selling the data or information on the Products, Grub Lab Games or the Customer Portal for any commercial purpose, regardless of whether the data or information is publicly available or only available to logged-in users. Grub Lab prohibits the use of the Products, Grub Lab Games or the Customer Portal or their contents to train or supply artificial intelligence or machine learning.

Agreement. Please read the following information carefully before using the Products, Grub Lab Games or the Customer Portal. By using any of them, you agree to be bound by this Agreement. If you do not agree with any part of the Agreement, do not use the Products, Grub Lab Games or the Customer Portal. Grub Lab reserves the right, in its sole discretion, to modify, alter or otherwise update this Agreement at any time, and by using any of the Products, Grub Lab Games or the Customer Portal after the posting of a modification, you accept the modification OR by clicking “I accept” to the revisions, you accept the modification. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.

THE PRODUCTS, GRUB LAB GAMES AND CUSTOMER PORTAL WILL BE MADE AVAILABLE "AS IS" AND WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE:

- **THAT ANY OF THEM WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, PLATFORM, OPERATING ENVIRONMENT OR MATERIALS;**
- **THAT ANY OF THE PRODUCTS, GRUB LAB GAMES OR THE CUSTOMER PORTAL, AND ANY INFORMATION EXTRACTED FROM THEM, WILL BE ACCURATE, FREE FROM DEFECTS, BUGS, ERRORS OR OMISSIONS, OR THAT ANY MATERIALS INPUT INTO ANY OF THEM WILL NOT BE LOST OR CORRUPTED; OR**
- **IN RELATION TO FUNCTIONALITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO, AND USE OF, THE PRODUCTS, GRUB LAB GAMES OR CUSTOMER PORTAL OR ASSOCIATED PRODUCTS IS AT YOUR OWN RISK. EXCEPT FOR ANY LIABILITY UNDER THE CONSUMER GUARANTEES, WE EXCLUDE ALL RESPONSIBILITY AND LIABILITY ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE PRODUCTS GRUB LAB GAMES OR CUSTOMER PORTAL OR ASSOCIATED PRODUCTS, INCLUDING, WITHOUT LIMITATION: ANY AND ALL ACTUAL OR ANTICIPATED LOSS OF PROFITS, REVENUE, GOODWILL, SAVINGS, DATA, BUSINESS OPPORTUNITY OR EXPECTATION, AND ANY AND ALL INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES; AND ANY OTHER LOSSES.

BY ACCESSING AND USING THE PRODUCTS, GRUB LAB GAMES OR CUSTOMER PORTAL, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

1. GRUB LAB PRODUCTS

1.1 Grub Lab may from time to time:
(a) supply to you Products;
(b) provide to you and your customers access to the Grub Lab Games; or
(c) provide to you access to the Customer Portal for your own use.

1.2 When ordering for the first time, you will be given an option to create an account with us (**Account**) on the Customer Portal which may be accessed through an internet browser or by way of URL at https://www.grublab.co/us (**Website**).

1.3 If you chose to create an Account, you must use the login details and a password provided to you upon creating your Account. You must use them in the manner we direct from time to time in order to access your Account. We may decline to provide you with an Account or login details or a password, or to permit you to register login details or a password for the Website, in our absolute discretion. You must promptly notify us by email to hello.us@grublab.co if:
(a) there is any change to any contact or other details for your Account; or
(b) you have reason to believe that another person is aware of or has utilized your login details or password for the Website without your express permission.

2. PRICES & FEES

2.1 When you make an order for a Product manually or online, you must pay the price for the Product, and in the manner and within the timeframe stated over the phone, on the website or on the relevant invoice (**Price**). You are solely responsible for any fees or charges levied by your financial institution in respect of any payment.

2.2 In addition, Products may be supplied to you on a recurring subscription basis (**Membership Subscription**). If you register for a Membership Subscription, we will supply you with an agreed amount of Products (**Membership Quantity**) on receipt by us of payment of the fee for the price quoted on our Website for the relevant Membership Quantity at that time (**Membership Fee**), which is then recharged to you monthly on the date of your first Membership purchase, until you cancel or alter your Membership Subscription. The minimum Product requirement to maintain an active Membership Subscription is 50 customised menus per venue. You may purchase additional Products or quantities above that minimum requirement.

2.3 Without limiting any other right or remedy we may have under this Agreement, if you fail to pay an invoice issued to you in the manner stated on the invoice:
(a) we may suspend or cancel your Account or any Membership Subscription, until such time as you pay all overdue amounts in full; and/or
(b) you must pay us on demand any overdue amount; and
(c) we may suspend your digital experiences and/or provide warning messages to users, until such time you pay all overdue amounts.

2.4 We may at any time change the price for the Products or Membership Subscription (**Pricing**) in our absolute discretion. Any change in Pricing will be notified to you by sending a message to your Account, your email address held on file or by posting the information on our Website or the Customer Portal. If you have any queries or concerns with any change in Pricing, please let us know. Your continued purchase of the Products or continued use of the Membership Subscription will be deemed acceptance of any such change.

2.5 We may be required to collect taxes for items shipped to each address.

3. DELIVERY OF PRODUCTS

3.1 An Order is considered complete by you when all required information has been provided by you, including but not limited to any required artwork, contact details, payments, contracts, account details.

3.2 Upon placing an order for Products with us (**Order**), you will receive an email confirmation containing your invoice which includes the Order details.

3.3 On receipt of your completed Order, we will use reasonable endeavours to send to your nominated address the Products described in the Order via courier within 10 business days, that being a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in California, USA (**Business Day**). If we are unable to dispatch Products within 15 Business Days (due to unavailability of the Products or otherwise) we will notify you using the contact details supplied.

3.4 If you are registered for a Membership Subscription, we will use reasonable endeavours to send to your nominated address the Products described in your Order within ten (10) Business Days on receipt of your payment.

3.5 If you wish to request a change or cancellation to your Order, you must notify us prior to the cut off date shown in your Customer Portal for that change to apply to the delivery for the following month.

3.6 If you have a query about an Order, you must notify us by email, including order number and all relevant details at hello.us@grublab.co.

4. REFUNDS & RETURNS

4.1 If for any reason you are not completely satisfied with your Order:
(a) please email us within 7 days of receiving the Products at hello.us@grublab.co so that we can resolve any problems; and
(b) you must within that time return the Products to us by mail or courier for replacement or refund.

4.2 This refund policy does not apply to Products which have been used or damaged after delivery to you, or if any attempt has been made to alter the Product or if they have been dropped or broken. All Products must be returned to us in their original condition. You will be responsible for all postage and insurance costs.

4.3 This refund policy only applies to generic Products with no customer identifiable items, so does not apply to any customised Products.

4.4 Any returned Products must be sent (at your expense) via Registered Post or Courier. You assume any risk of lost, stolen or damaged Products during the return transit. Grub Lab will not be responsible for any returned Products that are lost, stolen or damaged in transit.

4.5 Upon return to us of any Products in accordance with this clause 4, we will refund to you the Price of the relevant Products within 7 Business Days of cancellation.

5. PRIVACY

5.1 The Grub Lab Privacy Policy, which is available at https://terms.grublab.co/US-privacy applies to you and will form part of this Agreement. By acquiring Products from us and establishing an Account, you confirm that you consent to, and authorise the collection, use and disclosure of your personal information in accordance with The Grub Lab Privacy Policy.

5.2 Subject to clause 5.1, you irrevocably authorise us to use any information provided by you for any of our business purposes provided that when we use that information, neither you nor any individual person will be able to be identified by any other party from that information so used.

6. INTELLECTUAL PROPERTY

6.1 All copyright and other intellectual property rights in the Products, the Grub Lab Games and the Customer Portal (including all trademarks) are owned by us and/or our licensors.

6.2 You must not (and must not attempt to):
(a) use or copy any part of the Products, Grub Lab Games or Customer Portal or associated products without our prior written consent;

(b) distribute, translate, modify or tamper with, any part of the Products, Grub Lab Games or Customer Portal or associated products;
(c) create derivative works of or from any part of the Products, Grub Lab Games or Customer Portal or associated products;
(d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under this Agreement; or
(e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

7. USE OF GRUB LAB GAMES

7.1 You agree that the standard terms of use available on any of the various digital services used to deploy Grub Lab Games (including but not limited to native app stores, websites, other third party platforms and games stores), will form part of this Agreement. This includes the App Store (https://policies.google.com/terms?hl=en-US) and Play Store (https://www.apple.com/legal/internet-services/itunes/au/terms.html).

7.2 We will use reasonable endeavours to generally make each Grub Lab Game available for use by your customers. However, the availability of each Grub Lab Game depends on various third party suppliers (to both Grub Lab and your customers), and accordingly, we are unable to warrant or guarantee that your customers:
(a) will be able to use each Grub Lab Game at any time; or
(b) use of each Grub Lab Game will be continuous, uninterrupted, secure, or error-free.

7.3 You acknowledge and agree that each Grub Lab Game will be made available "as is" and we make no representation, warranty or guarantee:
(a) that each Grub Lab Game will operate in combination with any other hardware, software, platform, operating environment or materials;
(b) that each Grub Lab Game, and any information extracted from it, will be accurate and free from defects, bugs, errors or omissions, or that any materials input into any Grub Lab Game will not be lost or corrupted; or
(c) in relation to functionality, availability, merchantability or fitness for a particular purpose.

7.4 You acknowledge and agree that a Grub Lab Game may not be available for use from time to time, and that users may be disconnected from or unable to access a Grub Lab Game at any time for any reason, including but not limited to, if:
(a) any network connection difficulties occur;
(b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
(c) you breach any of the provisions of this Agreement; or
(d) we decide to terminate the user's access to those services for any reason in accordance with any other provision of this Agreement.

8. WE MAKE NO GUARANTEE AS TO THE RELIABILITY OR PERFORMANCE OF GRUB LAB GAMES

8.1 The performance of each Grub Lab Game depends on various factors, including the functions, capacity and configuration of the user's device, the speed of the user's internet connection and the number of users accessing Grub Lab Games and the systems that support them from time to time.

8.2 The information available through each Grub Lab Game is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. **ACCORDINGLY, WE CANNOT AND DO NOT WARRANT OR GUARANTEE THAT THE INFORMATION DISPLAYED, CONTAINED OR OBTAINED THROUGH EACH GRUB LAB GAME IS OR WILL BE CURRENT, COMPLETE OR ACCURATE AT ALL TIMES. EXCEPT FOR ANY LIABILITY UNDER THE CONSUMER GUARANTEES, WE ARE NOT RESPONSIBLE FOR ANY LOSS YOU SUFFER OR INCUR AS A RESULT OF YOUR FAILURE TO COMPLY WITH THIS AGREEMENT.** "**Loss**" means any liabilities, losses, damages, costs, and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning.

9. USE OF CUSTOMER PORTAL

9.1 We will use reasonable endeavours to generally make the Customer Portal available for use by you. However, the availability of the Customer Portal depends on various third party suppliers outside our control.

9.2 You acknowledge and agree that the Customer Portal may not be available for use from time to time, and that users may be disconnected from or unable to access the Customer Portal at any time for any reason, including if:

(a) any network connection difficulties occur;

(b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);

(c) you breach any of the terms of this Agreement; or

(d) we decide to terminate the user's access to those services for any reason.

9.3 We make no guarantee or warranty as to the reliability or performance of the Customer Portal. The performance of the Customer Portal depends on various factors, including the functions, capacity and configuration of the user's device, the speed of the user's internet connection and the number of users accessing the Customer Portal and the systems that support it from time to time.

9.4 The information available through the Customer Portal is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information displayed or contained in or obtained through the Customer Portal is or will be current, complete or accurate at all times. Except for any liability under the Consumer Guarantees, we are not responsible for any Loss you, or any user, suffer or incur as a result of any use of, or any inability to access, the Customer Portal. "**Loss**" means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning.

9.5 The Customer Portal may include automated and artificial intelligence-based tools that assist with the generation of menu content, layout designs, logo concepts, branding themes, formatting suggestions and related materials (**Generated Content**). You are solely responsible for evaluating and verifying the accuracy, reliability and legality of any Generated Content before using it for any purpose.

When we use tools to create Generated Content, you authorise us to download content from your website, such as your name, logos and trade marks, and use them, with any other content you provide to us, in the Generated Content. You warrant that any such content provided to us does not and will not infringe the intellectual property rights of any other person anywhere in the world.

9.6 The Generated Content is provided “as is” without warranties of any kind from us, either expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement. Except for any liability under the Consumer Guarantees, we disclaim all liability for any errors, omissions or inaccuracies in the Generated Content, any infringement on third party rights (including

intellectual property rights) and any damages or losses that may arise from your use of or reliance on such content or from the use of or reliance on such content by other users.

10. NO AGENCY

10.1 Except as expressly provided in this Agreement, no agency, partnership, joint venture, employee-employer, or other similar relationship is created by this Agreement. In particular, you have no authority to bind Grub Lab or its related entities or affiliates in any way whatsoever.

11. INDEMNITY

11.1 You agree to indemnify, defend and hold harmless Grub Lab from and against all losses, expenses, damages or costs, including reasonable solicitor's or advisor fees, incurred by Grub Lab and our officers, directors, employees, agents, information providers, partners, advertisers, licensors and suppliers, arising or resulting from

any information provided to us by you which infringes the intellectual property rights of any other person anywhere in the world or which is otherwise misleading or deceptive.

12. OTHER PROHIBITIONS

12.1 You must not access or use the Customer Portal by means of any automated program, expert system, electronic agent or "bot", and you must not give any person or entity access to the Site or App.

12.2 You are prohibited from "scraping," copying, republishing, licensing or selling the data or information on the Site for any commercial purpose, regardless of whether the data is publicly available or only available to logged-in users. "**Commercial purpose**" includes but is not limited to training or supplying such data or information to any artificial intelligence or machine learning program.

13. NOTICES

13.1 Except as stated otherwise, any notices under this Agreement will be given by post or by email to your contact address as provided at registration (or updated from time to time on the App or the Website). Any notice shall be deemed given:

(a) if sent by email, 24 hours after the email is sent, unless the sender is notified that the email address is invalid or the email is undeliverable; and

(b) if sent by post, three (3) Business Days after the date of posting, or on the seventh Business Day after the date of posting if sent to or posted to another country. In this clause, "Business Day" means a day on which banks are open for general business in Lewes, Delaware, other than a Saturday, Sunday or public holiday.

14. TERMINATION

14.1 You may terminate a Membership Subscription, Account or this Agreement at any time. Termination will take effect at the end of the then current billing cycle. Any services supplied under this Agreement (**Services**), including product deliveries and access to the Customer Portal, will continue until the end of that billing cycle and will cease at the start of the next billing cycle.

14.2 We may terminate your Membership Subscription, Account or this Agreement immediately due to your Material Breach. If we do so, we may suspend or terminate the Services immediately.

Material Breach includes (without limitation):

(a) failure to pay any amounts due under this Agreement;
(b) misuse of the Customer Portal or interference with its operation;
(c) breach of any intellectual property, confidentiality or data protection obligations;
(d) use of the Services in a manner that is unlawful or infringes the rights of a third party; or
(e) any breach which is not remedied within 7 days after written notice (where capable of remedy).

14.3 We may terminate your Membership Subscription, Account or this Agreement any time if we provide you with not less than 21 days written notice. The Services, including product deliveries and access to the Customer Portal, will continue until the effective date of termination as stated in the notice.

15. GENERAL

15.1 We do not waive a right, power or remedy in connection with this Agreement if we fail to exercise or delay in exercising the right, power or remedy.

15.2 This Agreement is governed by the laws of California, USA. You and Grub Lad submit to the non-exclusive jurisdiction of that State.

15.3 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

15.4 This Agreement sets out the entire understanding and agreement between you and Grub Lab with respect to its subject matter.

15.5 At this Site and via the App, Grub Lab makes no active effort to collect personal information from individuals under the age of eighteen (18). Where the user of the Site of the App is under the age of 18, Grub Lab requires that a parent or guardian enters into this Agreement. You confirm that you are over the age of 18 and expressly consent to the use of the Site or the App by any minor who you allow to use the Site or App.

16. CONTACT US

For further information, or inquiries about this Agreement, please contact us:

+1 786-607-0197

hello.us@grublab.co