

# Terms of Service

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## Welcome to OSON.MENU!

By signing up for a OSON.MENU Account (as defined in Section 1) or by using any OSON.MENU Services (as defined below), you are agreeing to be bound by the following terms and conditions (the “Terms of Service”).

As used in these Terms of Service, “we”, “us”, “our” and “OSON.MENU” means the applicable OSON.MENU Contracting Party (as defined in Section 13 below), and “you” means the OSON.MENU User (if registering for or using a OSON.MENU Service as an individual), or the

business employing the OSON.MENU User (if registering for or using a OSON.MENU Service as a business) and any of its affiliates.

OSON.MENU provides a complete commerce platform that enables merchants to unify their commerce activities. Among other features, this platform includes a range of tools for merchants to build and customize online stores, sell in multiple places (including web, mobile, social media, online marketplaces and other online locations (“Online Services”) and in person (“POS Services”), manage products, inventory, payments, fulfillment, shipping, business operations, marketing and advertising, and engage with existing and potential customers. Any such service or services offered by OSON.MENU are referred to in these Terms of Services as the “Service(s)”. Any new features or tools which are added to the current Services will also be subject to the Terms of Service. You can review the current version of the Terms of Service at any time at <https://oson.menu/legal/terms>.

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms of Service, including OSON.MENU’s Acceptable Use Policy (“AUP”) and Privacy Policy, and, if applicable, the Supplementary Terms of Service for E.U. Merchants (“EU Terms”), the OSON.MENU API License and Terms of Use (“API Terms”) and the OSON.MENU Data Processing Addendum (“DPA”) before you may sign up for a OSON.MENU Account or use any OSON.MENU Service.

Everyday language summaries are provided for convenience only and appear in bold near each section, but these summaries are not legally binding. Please read the Terms of Service, including any document referred to in these Terms of Service, for the complete picture of your legal requirements. By using OSON.MENU or any OSON.MENU services, you are agreeing to these terms. Be sure to occasionally check back for updates.

## **1. Account Terms**

**1. To access and use the Services, you must register for a OSON.MENU account (“Account”). To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required. OSON.MENU may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.**

**2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.**

3. You confirm that you are receiving any Services provided by OSON.MENU for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that OSON.MENU will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“Primary Email Address”). You must monitor the Primary Email Address you provide to OSON.MENU and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with OSON.MENU can only be authenticated if they come from your Primary Email Address.
5. You are responsible for keeping your password secure. OSON.MENU cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password. We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.
6. Technical support in respect of the Services is only provided to OSON.MENU Users. Questions about the Terms of Service should be sent to OSON.MENU Support.
7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by OSON.MENU.
8. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, including to process orders outside OSON.MENU’s Checkout, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services.
9. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.
10. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. “Materials” means Your Trademarks, copyright content, any products or services you sell through the Services (including description and price), and any photos, images, graphics, written content, code, information, or other data provided or made available by you or your affiliates to OSON.MENU or its affiliates.

## **Which means**

**You are responsible for your Account, the Materials you upload to the OSON.MENU Service and the operation of your OSON.MENU. If you violate OSON.MENU’s terms of service we may cancel your service access. If we need to reach you, we will communicate via the Primary Email Address.**

## **2. Account Activation**

### **2.1 Store Owner**

- 1. Subject to Section 2.1.2, the person signing up for the Service by opening an Account will be the contracting party (“Store Owner”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Store Owner in connection with the Service. You are responsible for ensuring that the legal name of the company that owns the Store, (if applicable) is clearly visible on the Store’s website.**
- 2. If you are signing up for the Services on behalf of your employer, your employer will be the Store Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.**
- 3. Your OSON.MENU Store can only be associated with one Store Owner. A Store Owner may have multiple OSON.MENU Stores. You agree to use OSON.MENU Checkout for your store. “Store” means the online store (whether hosted by OSON.MENU or on a third party website), or any storefront built on top of the Storefront API) or physical retail location(s) associated with the Account.**

### **2.2 Staff Accounts**

- 1. Based on your OSON.MENU pricing plan, you can create one or more staff accounts (“Staff Accounts”) allowing other people to access the Account. Each Staff Account must include a full legal name and a valid email account. With Staff Accounts, the Store Owner can set permissions and let other people work in their Account while determining the level of access by Staff Accounts to specific business information (for example, you can limit Staff Account access to sales information on the Reports page or prevent Staff Accounts from changing general store settings).**
- 2. The Store Owner is responsible for: (a) ensuring it’s employees, agents and subcontractors, including via Staff Accounts, comply with these Terms of Service; and (b) any breach of these Terms of Service by the Store Owner’s employees, agents or subcontractors. The Store Owner acknowledges and agrees that Store Owner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Store Owner.**
- 3. The Store Owner and the users under Staff Accounts are each referred to as a “OSON.MENU User”.**

## 2.3 Domain Names

1. Upon purchasing a domain name through OSON.MENU, domain registration will be preset to automatically renew each year so long as your OSON.MENU Account remains active. You acknowledge that it is your sole responsibility to deactivate the auto-renewal function should you choose to do so.

### Which means

Only one person can be the “Store Owner”, usually the person signing up for the OSON.MENU Service. The Store Owner is responsible for the Account, is bound by these Terms of Service and is responsible for the actions of others accessing the Account. If you sign up on behalf of your employer, your employer is the Store Owner responsible for your Account. Any domain you purchase through us will automatically renew unless you opt out.

## 3. OSON.MENU Rights

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Merchants at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.

2. OSON.MENU does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from any part of the Services, including if we determine in our sole discretion that the goods or services that you offer through the Services, or the Materials uploaded or posted to the Services, violate our AUP or these Terms of Service.

3. Verbal or written abuse of any kind (including threats of abuse or retribution) of any OSON.MENU employee, member, or officer will result in immediate Account termination.

4. We reserve the right to provide our Services to your competitors and make no promise of exclusivity. You further acknowledge and agree that OSON.MENU employees and contractors may also be OSON.MENU customers or merchants and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.

5. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID,

the last four digits of the credit card on file, or confirmation of your status as an employee of an entity.

6. OSON.MENU reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Store Owner. If we are unable to reasonably determine the rightful Store Owner, without prejudice to our other rights and remedies, OSON.MENU reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

## **Which means**

**OSON.MENU has the right to control who we make our Services available to and we can modify them at any time. We also have the right to refuse or remove Materials from any part of the Services, including your Store. We may offer our services to your competitors, but we will never share your confidential information with them in doing so. In the event of an ownership dispute over a OSON.MENU Account, we can freeze a OSON.MENU Account or transfer it to the rightful owner, as determined by us.**

## **4. Your Responsibilities**

- 1. You acknowledge and agree to provide public-facing contact information, a refund policy and order fulfilment timelines on your OSON.MENU Store.**
- 2. You acknowledge and agree that the Services are not a marketplace, and any contract of sale made through the Services is directly between you and the customer. You are the seller of record for all items you sell through the Services. You are responsible for the creation and operation of your OSON.MENU Store, your Materials, the goods and services that you may sell through the Services, and all aspects of the transactions between you and your customer(s). This includes, but is not limited to, authorizing the charge to the customer in respect of the customer's purchase, refunds, returns, fulfilling any sales or customer service, fraudulent transactions, required legal disclosures, regulatory compliance, alleged or actual violation of applicable laws (including but not limited to consumer protection laws in any jurisdiction where you offer products or services for sale), or your breach of these Terms of Service. You represent and warrant that your Store, your Materials and the goods and services you sell through the Services will be true, accurate, and complete, and will not violate any applicable laws, regulations or rights of third parties. For the avoidance of doubt, OSON.MENU will not be the seller or merchant or record and will have no responsibility for your Store or items sold to customers through the Services.**
- 3. You are solely responsible for the goods or services that you may sell through the Services (including description, price, fees, tax that you calculate, defects, required legal**

disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.

4. You may not use the OSON.MENU Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of USA. You will comply with all applicable laws, rules and regulations (including but not limited to obtaining and complying with the requirements of any license or permit that may be necessary to operate your store or that may be held by you) in your use of the Service and your performance of obligations under the Terms of Service.

5. The API Terms govern your access to and use of the OSON.MENU API (as defined therein). You are solely responsible for the activity that occurs using your API Credentials (as defined in the API Terms) and for keeping your API Credentials secure.

6. You agree to use OSON.MENU Checkout for any sales associated with your online store. "OSON.MENU Checkout" means OSON.MENU's checkout experience that allows Customers to enter their shipping information and payment details after adding item(s) to their cart and before placing an order, including checkouts that occur through the OSON.MENU Checkout API.

## Which means

You are responsible for your OSON.MENU Store, the goods or services you sell, and your relationship with your customers, not us. If you access the OSON.MENU API, your use of the OSON.MENU API is subject to the API Terms.

## 5. Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription to Online Service and/or POS Services ("Subscription Fees") and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your Store when using all payment providers other than OSON.MENU Payments ("Transaction Fees"), and any fees relating to your purchase or use of any products or services such as OSON.MENU Payments, POS Equipment, shipping, apps, Themes, domain names, Experts Marketplace, or Third Party Services ("Additional Fees"). Together, the Subscription Fees, Transaction Fees and the Additional Fees are referred to as the "Fees".

2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. OSON.MENU will charge applicable Fees to any valid payment method that you authorize ("Authorized Payment Method"), and OSON.MENU will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any

and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.

3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a “Billing Date”). You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Owner via the Primary Email Address provided. As well, an invoice will appear on the Account page of your Store’s administrative console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

4. If we are not able to process payment of Fees using an Authorized Payment Method, we may make subsequent attempts to process payment using any Authorized Payment Method. If we are unable to successfully process payment of Fees using an Authorized Payment Method we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, OSON.MENU reserves the right to terminate your Account in accordance with Section 14.

5. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services (including Goods and Sales Tax under the Goods and Services Tax Act, Chapter 117A of Singapore), harmonized or other taxes, fees or charges now in force or enacted in the future (“Taxes”).

6. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of OSON.MENU’s products and services. To the extent that OSON.MENU charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to OSON.MENU of your exemption. If you are not charged Taxes by OSON.MENU, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.

7. For the avoidance of doubt, all sums payable by you to OSON.MENU under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by OSON.MENU to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law will be borne by you and paid separately to the relevant taxation authority. OSON.MENU will be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.



8. You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any sale on your OSON.MENU Store or your use of the Services. The Services are not a marketplace. Any contract of sale made through the Services is directly between you and the customer.

9. You must maintain an accurate location in the administrative console of your OSON.MENU Store. If you change jurisdictions you must promptly update your location in the administrative console.

10. OSON.MENU does not provide refunds.

## **Which means**

**A valid payment method (such as a credit card) must remain on file to pay all service fees, including the subscription, transaction and additional fees required for all stores. You will be billed for your Subscription Fees every 30 days. Any Transaction Fees or Additional Fees will be charged to your payment method. If we are unable to process payment of Fees using your payment method, we may make subsequent attempts to process payment of Fees using your payment method. If payment of Fees is unsuccessful, OSON.MENU may freeze your store. You are responsible for all taxes relating to your Store or use of the Services. You may be required to remit Taxes to OSON.MENU or to self-remit to your local taxing authority. No refunds.**

## **6. Confidentiality**

1. “Confidential Information” will include, but will not be limited to, any and all information associated with a party’s business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. OSON.MENU’s Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.

2. Each party agrees to use the other party’s Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any

such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

## Which means

**Both you and OSON.MENU agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.**

## 7. Limitation of Liability and Indemnification

1. You expressly understand and agree that, to the extent permitted by applicable laws, OSON.MENU and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, OSON.MENU partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference (including the AUP); (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your Customer, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws (including but not limited to Federal and State consumer protection laws), or your breach of the Terms of Service.

3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
5. OSON.MENU does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. OSON.MENU does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
7. OSON.MENU is not responsible for any of your tax obligations or liabilities related to the use of OSON.MENU’s Services.
8. OSON.MENU does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

## **Which means**

**We are not responsible for damages or lawsuits that arise if you break the law, breach this agreement or go against the rights of a third party. The Service is provided on an “as is” and “as available” basis. We provide no warranties and our liability is limited in the event of errors or interruptions.**

## **8. Intellectual Property and Your Materials**

### **8.1 Your Materials**

1. We do not claim ownership of the Materials you provide to OSON.MENU; however, we do require a license to those Materials. You grant OSON.MENU a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this license to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. You represent, warrant, and agree that you have all necessary rights in the Materials to grant this license. You irrevocably waive any and all moral rights you may have in the Materials in favour of OSON.MENU and agree that this waiver may be invoked by anyone who obtains

rights in the materials through OSON.MENU, including anyone to whom OSON.MENU may transfer or grant (including by way of license or sublicense) any rights in the Materials.

2. If you owned the Materials before providing them to OSON.MENU then, despite uploading them to your OSON.MENU Store they remain yours, subject to any rights or licenses granted in the Terms of Service or elsewhere. You can remove your OSON.MENU Store at any time by deleting your Account. Removing your OSON.MENU Store does not terminate any rights or licenses granted to the Materials that OSON.MENU requires to exercise any rights or perform any obligations that arose during the Term.
3. You agree that OSON.MENU can, at any time, review and delete any or all of the Materials submitted to the Services, although OSON.MENU is not obligated to do so.
4. You grant OSON.MENU a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks and logos associated with your Store (“Your Trademarks”) to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. This license will survive any termination of the Terms of Service solely to the extent that OSON.MENU requires the license to exercise any rights or perform any obligations that arose during the Term.

## **8.2 OSON.MENU Intellectual Property**

1. You agree that you may not use any trademarks, logos, or service marks of OSON.MENU, whether registered or unregistered, including but not limited to the word mark OSON.MENU, the word mark OSON, and the “O” and shopping bag design mark (“OSON.MENU Trademarks”) unless you are authorized to do so by OSON.MENU in writing. You agree not to use or adopt any marks that may be considered confusing with the OSON.MENU Trademarks. You agree that any variations or misspellings of the OSON.MENU Trademarks would be considered confusing with the OSON.MENU Trademarks.
2. You agree not to purchase, register, or use search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, social media names, or domain names (including without limitation top-level domains, sub-domains, and page URLs) that use or include OSON.MENU or OSON.MENU Trademarks or that use or include any terms that may be confusing with the OSON.MENU Trademarks.
3. You acknowledge and agree that the Terms of Service do not give you any right to implement OSON.MENU patents.

**Which means**

Anything you upload remains yours (if it was yours) and is your responsibility, but OSON.MENU can use and publish the things you upload. Anything uploaded to OSON.MENU remains the property and responsibility of its initial owner. However, OSON.MENU will receive a license of materials published through our platform that we may use to operate and promote our Service

## 9. Additional Services

### 9.1 SMS Messaging

1. The Services allow you to send certain communications to your customers by short message service (SMS) messaging (for example, sending order confirmation notifications via SMS) (the "SMS Services"). You will only use the SMS Services in compliance with these Terms of Service.

#### Which means

when you use our SMS Services, you have to comply with our terms, the acceptable use policies of the SMS providers, and the law.

## 10. Feedback and Reviews

OSON.MENU welcomes any ideas and/or suggestions regarding improvements or additions to the Services. Under no circumstances will any disclosure of any idea, suggestion or related material or any review of the Services, Third Party Services or any Third Party Provider (collectively, "Feedback") to OSON.MENU be subject to any obligation of confidentiality or expectation of compensation. By submitting Feedback to OSON.MENU (whether submitted directly to OSON.MENU or posted on any OSON.MENU hosted forum or page), you waive any and all rights in the Feedback and that OSON.MENU is free to implement and use the Feedback if desired, as provided by you or as modified by OSON.MENU, without obtaining permission or license from you or from any third party. Any reviews of a Third Party Service or Third Party Provider that you submit to OSON.MENU must be accurate to the best of your knowledge, and must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. OSON.MENU reserves the right (but not the obligation) to remove or edit Feedback of Third Party Services or Third Party Providers, but does not regularly inspect posted Feedback.

## Which means

We welcome customer feedback but are under no obligation to ensure that ideas and suggestions regarding our Services or the services of third parties remain confidential and we can use the feedback in any way we want.

## 11. DMCA Notice and Takedown Procedure

OSON.MENU supports the protection of intellectual property and asks OSOON.MENU merchants to do the same. It's our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a DMCA Notice to OSOON.MENU's designated agent using our form. Upon receiving a DMCA Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material. Learn more at [Reporting Intellectual Property Infringement](#).

## Which means

OSOON.MENU respects intellectual property rights and you should too. If we receive a DMCA Notice, we may disable access or remove the allegedly infringing content from your Store. If you don't think the claim is valid, you can send a counter notification. If you believe one of our merchants is infringing your intellectual property rights, you can send OSOON.MENU a DMCA Notice. We will expeditiously disable access or remove the content and notify the merchant.

## 12. Privacy and Data Protection

1. OSOON.MENU is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that OSOON.MENU's collection, usage and disclosure of this personal information is governed by our Privacy Policy.

2. To the extent that OSON.MENU processes personal information of your customers as a “data processor” or “service provider” under certain data privacy or protection laws, including the EU or UK General Data Protection Regulation and the California Consumer Privacy Act, OSON.MENU’s collection and use of personal information is also subject to our Data Processing Addendum.

## **Which means**

**OSON.MENU’s use and collection of personal information is governed by our Privacy Policy. OSON.MENU’s use and collection of customer personal information is further governed by our Data Processing Addendum.**

## **13. Term and Termination**

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the “Term”).

2. You may cancel your Account and terminate the Terms of Service at any time by contacting OSON.MENU Support and then following the specific instructions indicated to you in OSON.MENU’s response.

3. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.

4. Upon termination of the Services by either party for any reason:

1. OSON.MENU will cease providing you with the Services and you will no longer be able to access your Account;

2. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
3. any outstanding balance owed to OSON.MENU for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
4. your OSON.MENU Store will be taken offline.
5. If you purchased a domain name through OSON.MENU, upon cancellation your domain will no longer be automatically renewed. Following termination, it will be your sole responsibility to handle all matters related to your domain with the domain provider.
6. If there are any outstanding Fees owed by you at the date of termination of the Service, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

## **Which means**

**To initiate a termination, you must contact Support. OSON.MENU will respond with specific information regarding the termination process for your account. Once termination is confirmed, domains purchased through OSON.MENU will no longer be automatically renewed. If you cancel in the middle of your billing cycle, you'll have one last email invoice.**

**We may terminate your account at any time.**

## **14. Modifications**

**1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, providing notice through the OSON.MENU administrative console, or by similar means. However, OSON.MENU may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; or (ii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we**



indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.

2. OSON.MENU may change the Fees for the Services from time-to-time. We will provide you with 30 days advanced notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the OSON.MENU administrative console, or by similar means. OSON.MENU will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

## Which means

If we make a material change to the Terms of Service that adversely affects your rights under the Terms of Service or your use of our Services in a material way, we will notify you in advance (unless the change relates to legal requirements or to prevent abuse of our Services, among other things).

## 15. General Conditions

1. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and OSON.MENU and govern your use of the Services and your Account, superseding any prior agreements between you and OSON.MENU (including, but not limited to, any prior versions of the Terms of Service).

2. The failure of OSON.MENU to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.

**3. Save for OSON.MENU and its affiliates, you or anyone accessing OSON.MENU Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.**

**4. The Terms of Service will be governed by and interpreted in accordance with the laws of the USA applicable therein, without regard to principles of conflicts of laws.**

**5. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and OSON.MENU's Terms of Service available in another language, the most current English version of the Terms of Service at <https://oson.menu/legal/terms> will prevail. Any disputes arising out of these Terms of Service will be resolved in English unless otherwise determined by OSON.MENU (acting in its sole discretion) or as required by applicable law.**

**6. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. OSON.MENU will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without OSON.MENU's prior written consent, to be given or withheld in OSON.MENU's sole discretion.**

**7. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.**

**8. On termination, all related rights and obligations under the Terms of Service immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 1 (Account Terms),**

**5 (Payment of Fees), 6 (Confidentiality), 7 (Limitation of Liability and Indemnification), 8.1 (Intellectual Property and Your Materials), 10 (Feedback and Reviews), 12 (Privacy and Data Protection), 14(1) (Modifications), and 15 (General Conditions) will survive the termination or expiration of these Terms of Service.**

**OSON Technologies, Inc.**

**190 Bay 46th Street**

**New York, NY 11214 USA**