

CONDITIONS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. By using this site, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site.

GENERAL

Naama Networks, which operates ordr.in, Virtual Room Service and other systems on behalf of Naama Networks and others, are owned and operated by Naama Networks, LLC. Our merchant network is solely a facilitator of communications between the merchant members and users. We are in no way responsible for the quality of goods or services offered by its merchant members. Please see the Site's [Help](#) section for detailed instructions on how to resolve problems with orders and other customer service issues. All questions regarding products or merchant services featured on the Site should be directed to the appropriate merchant.

PRICES

The information regarding price, product specifications and availability contained on the Site has been provided by member merchants. The prices charged by the member merchants are generally the same as the prices charged in their brick-and-mortar stores at the time an order is delivered, shipped or available for pickup. Although Naama Networks attempts to make certain that the prices listed on the Site and those posted in the stores on the date they are viewed on the Site are the same, and that out-of-stock items are clearly marked or removed from the inventory, prices and product availability may change, particularly if you select a delivery or pickup date that is different from the date on which you place your order. Also, prices charged by merchants that use third party delivery services may sometimes be different than those charged in their physical stores.

Moreover, though every effort is made to ensure accuracy in posting pricing information, discrepancies do occur. In the event that the checkout price and the price posted on the Site are different, the checkout price will prevail in every case.

While Naama Networks has undertaken to confirm the accuracy of the information contained on this Site, mistakes can be made, due both to inaccurate reporting of accurate information and accurately reporting inaccurate information. Of course, if you become aware that the Site contains inaccurate information, please let us know by contacting us.

DISPUTES

Disputes regarding food and/or service quality should be addressed to the vendor or vendors using the contact information provided on your thanks you and confirmation communication. Naama Networks has no authority to resolve such disputes. To notify us of service issues please see the Site's [HELP](#) section for detailed instructions on how to contact Naama Networks. Informing Naama Networks of service disputes does not obligate Naama Networks to take any action.

PROPERTY RIGHTS IN THE SITE AND CONTENT; INFORMATIONAL PURPOSES AND COMPLIANCE WITH LAW

The Site and the Content are our property and are protected by applicable copyright, patent, trademark and other intellectual property laws. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit the Site or the Content in any manner (including electronic, print or other

media now known or hereafter developed) without our written consent. Use of the Site or the Content in violation of these Terms of Use, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party is prohibited. You agree not to use the Site or the Content for any unlawful purposes and comply with any and all requests from us to protect our respective rights in the Site and the Content. You may use the Site and the Content only for your personal use. You may download the Content to your computer and print out a hard copy for your reference and internal use and display, but you will not remove any copyright or other notices contained in the Content. We expressly prohibit the use of devices (including software) designed to provide repeated automated access to the Site and the Content for any commercial purpose except for those expressly authorized by us. We reserve the right to take any and all measures necessary to prevent such access, including denial or termination of your access to the Site. If you have any questions about any materials posted on the Site, we urge you contact your Naama Networks representative.

NON-NAAMA NETWORKS CONTENT; PRODUCTS AND SERVICES MENTIONED ON THE SITE

We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on the Site by anyone other than authorized Naama Networks employee spokespersons while acting in their official capacities.

We do not review and assume no responsibility for any content received from, or created by, any third parties. Furthermore, we do not review and assume no responsibility for any products or services mentioned on the Site, whether provided by Naama Networks, affiliated companies or unaffiliated third parties. You agree to make your own independent evaluation of the products and services mentioned on the Site, including their quality.

RESTRICTIONS ON USE OF MATERIALS

This site is owned and operated by Naama Networks, Inc. (referred to as "Naama Networks," "we," "us," or "our" herein). No material from the site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the materials on any single computer for your non-commercial use only, provided that you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Naama Networks' copyright and other proprietary rights. The use of any such material on any other Web site or networked computer environment is prohibited. Except as otherwise indicated on this site and except for the trademarks, service marks and trade names of other companies that are displayed on this site, all trademarks, service marks and trade names are proprietary to Naama Networks.

In the event that you download any software from the site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are non-exclusively licensed to you by Naama Networks. Naama Networks does not transfer title to the Software to you. Naama Networks retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

DISCLAIMER

THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NAAMA NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAAMA NETWORKS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NAAMA NETWORKS DOES NOT WARRANT OR MAKE

ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT NAAMA NETWORKS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

IT SHOULD BE NOTED THAT NAAMA NETWORKS DOES NOT UNDERTAKE ANY VETTING OF THE RESTAURANTS LISTED ON THIS WEBSITE. COMPLIANCE WITH APPLICABLE FOOD LEGISLATION IS ENTIRELY A MATTER FOR THE INDIVIDUAL RESTAURANT AND NAAMA NETWORKS ACCEPTS NO RESPONSIBILITY.

LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall Naama Networks be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if Naama Networks or a Naama Networks authorized representative has been advised of the possibility of such damages. In no event shall Naama Networks have any liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing this site.

OTHER

All claims, disputes or disagreements which may arise out of the interpretation, performance or in any way relating to your use of this site and any and all other Naama Networks site(s), shall be submitted exclusively to the jurisdiction of the State or federal courts located in the State of Delaware.