

TERMS OF SERVICE

Welcome to Snapfinger.com. We are only a venue - an online marketplace (“Service”) for you to interact with restaurants and other food providers. Snapfinger does not own or operate the restaurants or food providers you interact with on this website or App. Your orders are forwarded by us to the applicable restaurant, and all fulfillment and terms for such order, including refunds, are solely the responsibility of the restaurant. Snapfinger is not responsible for the quality of goods or services offered by restaurants or food providers through this website or for the fulfillment of any order you place.

Your use of the Services constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement including, but not limited to, conducting this transaction electronically, disclaimer of warranties, damage and remedy exclusions and limitations, and a choice of Georgia law. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Snapfinger.com (“Company”, “we” or “us”) offers various services to you through our web site, and our application on the web and on mobile devices, all of which are conditioned on your agreement to adhere to the following Terms of Service without modification of any kind. Your use of the Service and/or your registration with us constitutes your agreement to these Terms of Service. These Terms of Service are subject to change at any time, without prior notice. In our sole discretion at any time and with or without notice, we may offer incentives or promotions, shorten or extend the duration of any incentive or promotion program and/or terminate or modify any incentive or promotion program, solely for use with orders placed on this site, and may not be for use on orders placed through a partner-branded site. Any changes that are made to these Terms of Service will not apply retroactively and will not apply to disputes or events occurring before the change is published. You are responsible for reviewing these Terms of Service on a regular basis. These Terms of Service apply to all visitors and all who access our web site or Services.

We respect the privacy and security of our Users. You understand that by using our Services, you give consent to the collection, use and disclosure of our personally identifiable information as well as any non-personally identifiable information, as described in more detail in our **Privacy Policy**.

You affirm that you are at least 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. **If you are under 18 years of age, then please do not use our website or our Service.**

By connecting to us with a third-party service (e.g., Facebook or Twitter or LinkedIn), you give us permission to access and use your information from that service as permitted by that third-party service, and to store your log-in credentials for that third-party service. The Service is not available to any User who has been removed from the Service by us.

By using the Services, you acknowledge and agree that any materials, ideas or other communications you transmit to us in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you transmit to Snapfinger may be used by Snapfinger anywhere, anytime, and for any reason whatsoever.

1. Registration

By registering and/or participating in this Service, you agree and represent as follows:

1. You are of legal age and are otherwise capable of forming a legally binding contract;
2. All information you submit to us or in connection with a Service is accurate and complete and that you will maintain and promptly update any profile supplied to us to ensure accuracy at all times;
3. **You agree to be contacted via Email regarding our Services, our website, third party notifications and/or advertisements, and requests to rate our website;**
4. You hereby grant us permission to email or display such other information as may be supplied by you on or from our website as we shall deem advisable in its sole determination in connection with the Service or for marketing purposes thereof;
5. By using the Service, you are granting us and our third party service providers permission to access your account and those messages, data, information, text, graphics, audio, video or other material (“Materials”) posted/uploaded/transmitted to or through the Service using your account, solely in connection with the provision of Services.

2. Pricing

Information regarding menu items, price, availability and product descriptions contained on this website has been provided by member restaurants and food providers who are solely responsible for the content and accuracy of such information. If the checkout price and the price posted on the website are different, the checkout price will prevail in every case. If you become aware that the website contains inaccurate information, please let us know at snapfingersupport@tillster.com.

3. Placing Orders for Alcoholic Beverages

By using this website to place orders for alcoholic beverages, you understand and agree: (A) that the U.S. Federal and State laws require that purchasers of alcoholic beverages be at least 21 years old; (B) that you are at least 21 years old; (C) to provide valid photo

identification at the time of accepting delivery of any alcoholic beverages as required by the provider thereof; (D) that sale of alcohol beverages to you is made by the participating restaurants and food providers and NOT by Snapfinger; (E) that Snapfinger shall not have any liability to you or any third party in connection with purchase, sale, delivery and/or consumption of the alcoholic beverages or any consequences thereof; and (F) that, you shall indemnify and hold Snapfinger harmless from and against any and all claims, demands, losses, costs and expenses (including the cost of any investigation and reasonable attorneys' fees), damages, and liabilities, which arise, result from or are related to: (i) processing of order(s) for alcoholic beverage(s); (ii) purchase of the alcoholic beverage(s); (iii) delivery of the alcoholic beverage(s); (iv) consumption of alcoholic beverage(s), and/or (v) any and all consequences of any of the foregoing.

4. Transactions and Product Availability

You may be able to use the Services to order and/or pay for food from restaurants or other food service provider in your area. To be able to order and pay for such products or services, you must supply certain information relevant to your transaction, including, without limitation, your credit or debit card number, the expiration date of your credit or debit card, the name on your credit or debit card, and/or your billing address. You may also be asked to supply delivery information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT OR DEBIT CARD OR OTHER PAYMENT METHOD UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Snapfinger and/or the restaurant from which you are ordering food and/or any required third parties the right to provide and transmit such information for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

You agree to pay all charges incurred by you, on your behalf, or by your account through the Services, at the price in effect when such charges are incurred. You are solely responsible for any taxes applicable to your transaction.

ANY PRODUCTS OR SERVICES DESCRIBED THROUGH THE SERVICES ARE OFFERED ONLY IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION PROVIDED THROUGH THE SERVICES IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

You understand and agree that you are charged at the time you place your order for Products or Services. You further understand and agree that the transaction for the purchase of products or services is final and complete at the time you are charged. Once an order is placed, changes cannot be made to the order.

5. Responsibility For User Content

We respect the rights of third party creators and content owners and expect that you will do the same. Given the nature of the Service and the volume of information submitted, we cannot and do not monitor all of the Materials posted or transmitted by you and other third-party information providers via the Service, including, without limitation, any Materials posted via the Service. You expressly agree that we will not be liable for Materials. We reserve the right, but are not obligated, to remove content from the Service for any reason, including content that we believe violates these Terms or our **Acceptable Use Policy** below.

5. Acceptable Use Policy

You may only use this website to make legitimate orders or purchases and shall not use this site for any other purpose, including, without limitation, to make any false or fraudulent orders.

The following is a partial list of the kinds of activities that are prohibited on or through the Service: (a) submitting Materials that are patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) engaging in activities or submitting Materials that could be harmful to minors; (c) engaging in activity or submitting Materials that harasses or advocates harassment of another person; (d) engaging in activity that involves the transmission of "junk mail" or unsolicited mass mailing or "spam" or harvesting or otherwise collecting personally identifiable information about Service users, including names, phone numbers, addresses, email addresses, (collectively, "User Data") without their consent; (e) engaging in activity, or submitting Materials, or promoting information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) submitting Materials that contain restricted or password only access pages, or hidden pages or images; (g) submitting Materials that displays pornographic or sexually explicit material of any kind; (h) submitting Materials that provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (i) submitting Materials that contain viruses, Trojan horses, worms, or any other similar forms of malware, (j) engaging in activities or submitting Materials that solicit passwords or personally identifiable information for unlawful purposes from other users; (k) engaging in unauthorized commercial activities and/or sales without our prior written consent such as advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes; (l) using any robot, spider, other automatic device, or manual process to monitor, copy, or "scrape" web pages or the content contained in the website or for any other unauthorized purpose without our prior written consent; (m) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; (n) decompiling, reverse engineering, or disassembling the software or attempting to do so; or (o) taking any action that imposes an unreasonable or disproportionately large load on the Service or our hardware and software infrastructure or that of any of its Licensors or Suppliers. In addition, you covenant and represent that you will not use the Service for any purpose other than those that are personal, nor will you use this Service in violation of the law or these Terms of Service.

6. Use of Third Party Services

This website contains references to names, marks, data, content, products, or services of third parties; links to third-party websites; and descriptions of services and products provided by third parties.

These references, links, and descriptions are provided solely for your convenience. By including these references, we do not endorse these parties, their content, or any products or services they offer. These parties are not under our control, and we are not responsible for them, or the operation and availability of their websites. You are responsible for knowing when you are leaving this website to visit a third-party website, and for reading and understanding the terms of use and privacy policy statements for each such third-party website.

If you choose to deal with third parties, you agree that you have a direct relationship with them and are solely responsible for any such dealings. If you have concerns with any third-party website, please address them with the administrator of that website.

7. Mobile Apps

Mobile Application

We may make available an App to access the Service via a mobile device. To use any App you must have a mobile device that is compatible with the Mobile Service. We do not warrant that any Mobile App will be compatible with your mobile device. We grant to you a non-exclusive, non-transferable, revocable license to use a compiled code copy of any App for one account on one mobile device owned or leased solely by you, for your personal, non-commercial use. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that we may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and we or its third party licensors or suppliers retain all right, title, and interest in and to the App (and any copy of the App). You agree to comply with all United States and foreign laws related to use of the App and the Service. Standard carrier data charges may apply to your use of the App. If any of our Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT

1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Software originates in the United States, and is subject to United States export laws and regulations. The Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Software and the Service.

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8. Representations and Warranties and Indemnification

You hereby represent and warrant that: (a) you have all necessary authority, rights and permissions to submit the Materials and grant the licenses described in these Terms of Service, (b) the Materials are accurate, current and complete, (c) the Materials and your use of the Service shall not infringe or misappropriate any copyright, trademark, trade secret, patent, or other intellectual property right of any third party or violate any other

rights of third party, including, without limitation, any rights of privacy or publicity or any contractual rights, (d) the Materials and your use of the Service shall not violate any applicable law or regulation or cause injury to any person; (e) your use of the Service shall not violate any agreements between you and a third party.

You agree to indemnify, defend and hold harmless Company, and its officers, directors, employees, agents, and contractors from and against any and all claims, costs, demands, damages, liabilities, or expenses, including, without limitation, reasonable attorneys' fees, arising from or related to: (a) the Materials you provide or approve for publication, (b) your use of the Service, (c) your breach of these Terms of Service, or (d) any actual, prospective, completed or terminated service between you and a third party.

9. Disclaimers and Limitations

Errors in the information contained in our Service sometimes occur. In addition, we may make changes and improvements to the information provided herein at any time. THE SERVICE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." WE AND/OR OUR SUPPLIERS, PARTNERS AND AFFILIATES DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE SERVICE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WE AND/OR OUR SUPPLIERS, ARE NOT LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH US, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS AND AFFILIATES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, SHALL NOT EXCEED THE TOTAL SUM OF \$100.00. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL

ELEMENTS OF THE CONTRACT BETWEEN US AND YOU. Some states do not allow the limitation of liability, so the foregoing limitation may not always apply.

ERRORS AND DELAYS

We are not responsible for any errors or delays caused by an incorrect e-mail address provided by you or other technical problems beyond our reasonable control.

10. Termination

We reserve the right in its sole discretion, and without any prior notice, to terminate your access to the Service for any reason, including your breach of these Terms of Service, the terms and conditions of any service for which you may have registered, or a violation of the rights of another user or the law. You may unsubscribe from any further marketing communication from us at any time by delivering a written notice addressed to customerservice@snapfinger.com. You shall be responsible for ensuring delivery of the notice to us. Even if you unsubscribe from marketing emails, you will still receive transactional emails from us. You may also unsubscribe by clicking the Email Preferences link or the opt-out link in any of our marketing emails. We shall not be obligated to store any data or files for more than ninety (90) days after termination of your access to the Service.

We reserve the right with or without notice to you at any time to change, modify or discontinue any service or a portion or attribute thereof, or the offering of any information, good, content, product or service. We shall have no liability to you or any third party should we modify or discontinue any service or an aspect thereof.

11. Dispute Resolution

Any claim or controversy arising out of or relating to the use of our Service, to the goods or services provided by us, or to any acts or omissions of other users for which you may contend we are liable, including but not limited to any claim or controversy as well as the determination of the scope and applicability of this agreement to arbitrate ("Dispute"), shall be finally, and exclusively, settled by arbitration in Fulton County, Georgia, from which arbitration there shall be no appeal. The arbitration shall be held before one arbitrator. The arbitrator shall be selected pursuant to JAMS rules. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall apply the substantive law of the state of Georgia, except that the interpretation and enforcement of this arbitration provision shall be governed by the U.S. Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefore. Each part shall bear its own costs and attorneys' fees. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrator shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation

of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and we otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. Parental Control Protections

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that there are commercially available parental control protections (such as computer hardware, software or filtering services) that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at <http://internet-filter-review.toptenreviews.com>.

13. California Privacy Rights

In accordance with California Civil Code Section 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov. For more information about protecting your privacy, you may wish to visit: <http://www.ftc.gov>

14. Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY

JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

15. General

You agree that: (i) the Service shall be deemed solely based in Georgia; and (ii) this Service shall be deemed a passive web site and service that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Georgia. These Terms of Service shall be governed by the internal substantive laws of the state of Georgia, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Terms of Service, together with the **Privacy Policy** and any other legal notices published by us on the Service, shall constitute the entire agreement between you and us concerning this Service and supersedes any prior written or oral representations. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. These Terms of Service may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved to us.

16. Copyright and Trade Mark

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To request additional rights to content on this website, please contact us with all specifics necessary for us to consider and respond to your request at snapfingersupport@tillster.com.

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IF YOU DO NOT AGREE TO THE TERMS STATED ABOVE OR TO ANY CHANGES MADE IN THESE TERMS, PLEASE EXIT THIS WEBSITE AND SERVICE IMMEDIATELY.

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