

Terms and Conditions

ChowDownInYourTown Terms and Conditions of Use by Restaraunts.

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Chow Down reserves the right to modify or amend this Agreement without notice at any time. It is therefore important that you read this page regularly to ensure you are updated as to any changes.

If you become aware of misuse of this Site by any person or organization, please contact the Site Administrator at support@chowdowninyourtown.com with your concerns.

Restaurant Agrees To:

Provide Chow Down with Exclusive Specials for its membership periodically no greater than once every sixteen (16) weeks. Exclusive specials can only be placed on the website by authorized users of the restaurant.

Provide Chow Down with a free appetizer to its membership once every four weeks. Free appetizers must have a choice of at least **one appetizer with a \$10 menu value.** Appetizers can only be placed on the website by authorized users of the restaurant.

Restaurant agrees to honor all valid coupon/vouchers presented to them by a Chow Down member in good standing at the time of presentation. The presentation must occur during the allotted time for the offer. If the allotted time has elapsed it is at the restaurants discretion to accept or deny.

All Chow Down coupon/vouchers are limited: 1) one per visit 2)dine in only 3) no combination with other specials, and 4) chow down member in good standing.

ACCESS AND USE

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You are also strictly prohibited from creating works or materials that derive from or are based on the materials contained in this Site including, without limitation, fonts, icons, link buttons, wallpaper, desktop regardless of whether the derivative materials are sold, bartered or given away.

You agree that any Message whatsoever submitted by you becomes the property of Chow Down and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Chow Down sees fit.

UNSOLICITED SUBMISSIONS

If unsolicited submissions are sent to Chow Down via this Site, these submissions become the property of Chow Down and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Chow Down sees fit. You agree that you are not entitled to any compensation, credit or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against Chow Down, its parents or affiliates relating to unsolicited

submissions, including, without limitation, unfair competition, breach or implied contract or breach of confidentiality.

EMPLOYMENT OPPORTUNITIES

Chow Down may, from time to time, post Chow Down employment opportunities on the Site and/or invite users to submit resumes to it. If you choose to submit your name, contact information, resume and/or other personal information to Chow Down in response to employment listings, you are authorizing Chow Down to utilize this information for all lawful and legitimate hiring and employment purposes. Nothing in these Terms of Use or contained in the Site shall constitute a promise by Chow Down to interview, hire or employ any individual who submits information to it, nor shall anything in these Terms of Use or contained in the Site constitute a promise that Chow Down will review any or all of the information submitted to it by users.

LINKED SITES AND ADVERTISING

If you are interested in creating hypertext links to this Site, you must contact Chow Down Marketing at 10404 Armstrong Street Fairfax, Virginia 22030 before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or Chow Down, including its respective employees, agents, directors, officers and shareholders.

If Chow Down has provided links or pointers to other web sites, no inference or assumption should be made and no representation should be implied that Chow Down is connected with, operates or controls these web sites. Chow Down is not responsible for the content or practices of third party web sites that may be linked to this Site. This Site may also be linked to other web sites operated by companies affiliated or connected with Chow Down. When visiting other web sites, however, you should refer to each such web site's individual "Terms of Use" and not rely on this Agreement.

Chow Down takes no responsibility for third party advertisements which are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers.

TERMINATION

Chow Down reserves the right to immediately terminate your use of, or access to, this Site at any time if Chow Down decides at its sole discretion that you have breached this Agreement or any relevant law, rule or regulation or you have engaged in conduct that Chow Down considers to be inappropriate or unacceptable.

COPYRIGHT INFRINGEMENT

If you believe that any material contained in this Site infringes your copyright, you should notify Chow Down of your copyright infringement claim in accordance with the following procedure. Chow Down will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this Site’s Designated Agent who is: Director of Legal Affairs Chow Down In Your Town, Inc. 10404 Armstrong Street, Fairfax, Virginia 22030: e-mail: support@ChowDownInYourTown.com.

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. 512(c)(3)): 1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; 4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted; 5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

E-mails sent with subject “DMCA” to support@chowdowninyourtown.com for the purposes other than communication about copyright claims may not be acknowledged or responded to.

DISCLAIMER OF LIABILITY AND WARRANTIES

While Chow Down does its best to ensure the optimal performance of the Site, you agree that you use this Site and rely on material contained in this Site at your own risk. The Site, and all materials in this Site, are provided “as is” and, to the fullest extent permitted by law, are provided without warranties of any kind either express or implied. This means, without limitation, that Chow Down DOES NOT WARRANT that the Site is fit for any particular purpose; that the functions contained in the materials in the Site will be uninterrupted; that defects will be corrected; that the Site is free of viruses and other harmful components or that the Site is accurate, error free or reliable. You acknowledge that Chow Down, its parents and affiliates together with their respective employees, agents, directors, officers and shareholders, IS NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

You acknowledge that Chow Down is not liable for any defamatory, offensive or illegal conduct or material found in connection with this Site, including such conduct or material transmitted by any means by any other person.

You acknowledge that Chow Down is not liable for any damages, including, without limitation, direct, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Site.

NO WARRANTY

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LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTIONS WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$50. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

IDEMNITY

You agree to defend, indemnify and hold harmless Chow Down, its parents and affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of your use of this Site; your failure to use the Site; your breach or alleged breach of this Agreement or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

LEGAL COMPLIANCE

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

GENERAL PROVISIONS

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. This Agreement is governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia or, if appropriate, the United States District Court for ----- for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of the Site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

NOTICES

Except as explicitly stated otherwise, any notices shall be given by postal mail to Chow Down Attn: Legal Department, Suite 4100 Fairfax, Virginia 22030 (in the case of Chow Down) or to the email address you provide to Chow Down during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Chow down during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

RESOLUTION OF DISPUTES

In the event a dispute arises between you and Chow Down, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Chow Down agree that any claim or controversy at law or equity that arises out of this Agreement or our services ("Claims") shall be resolved in accordance with one of the subsections below or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution and we will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

- **Binding Arbitration.** For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, you or Chow Down may elect to resolve the dispute through binding arbitration conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- **Court.** Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Fairfax County, Virginia. You and Chow Down agree to submit to the personal jurisdiction of the courts located within the county of Fairfax, Virginia.
- **Alternative Dispute Resolution.** Alternatively, Chow Down will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Fairfax, Virginia or another location mutually agreed upon by the parties.

All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the first party to file a Claim. Should either party file an action contrary to this Section, the other party may recover attorneys' fees and costs up to \$1000, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

You agree that this Agreement and all incorporated agreements may be automatically assigned by Chow Down in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

DISCLOSURES

The services hereunder are offered by ChowDownInYourTown Inc. a DBA of The Mahler Group Inc., located at 10404 Armstrong Street, Fairfax, Virginia.

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