

Terms and Conditions

ResTech Partners (hereafter “ResTech” or the “Company”) Terms of Use Agreement.

ResTech will not exclude providing services and/or equipment to anyone based on race, age, sex, national origin, religion, disability or any other similar grounds prescribed or otherwise prohibited by law.

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

Upon Checking the “I Accept” box as part of this subscription process at the bottom of this agreement, you agree to the following Terms and Conditions and Policies in their present form and as amended at the sole discretion of ResTech known as (the “Agreement”) governing your use of ResTech’s Open Platform, Cloud-based iPad POS System.

If you accept this agreement on behalf of a Company or other Legal Entity, you represent that you are Authorized to bind this company to these terms and conditions, in which case the terms “you” or “your” shall refer to this Company. If you do not have such Authority, or if you do not Agree with the Terms and Conditions included herein, you must leave the “I accept” box unchecked and you may not use this Platform.

Furthermore, you represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the ResTech POS Platform and that your billing information provided is correct.

1 – Changes to the Agreement

ResTech reserves the right to amend the Agreement and its prices in its sole and absolute discretion. Modifications or amendments made shall benefit the Customers and preserve the ability of ResTech to remain competitive and a competitive Platform. By Accepting the Agreement, you agree to abide by all amendments or modifications that ResTech elects to make. Amendments shall be effective immediately after publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official Web site; (2) electronic mail (e-mail); (3) inclusion in Company periodicals or (4) special mailings. The continuation of use of the ResTech system constitutes acceptance of any and all amendments.

2 – Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision

shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

3 – Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of ResTech to exercise any right or power under the Agreement or to insist upon strict compliance by a customer/user with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of ResTech's right to demand exact compliance with the Agreement. The existence of any claim or cause of action by a customer/user against ResTech shall not constitute a defense to ResTech's enforcement of any term or provision of the Agreement.

4 – Privacy Policies

ResTech's privacy and security policies may be viewed at www.ResTechPartners.com. ResTech reserves the right to modify its privacy and security policies in its sole and absolute discretion as the need arises. Due to the fact, that ResTech's Platform is an internet based online application, ResTech may need to distribute important notices or announcements regarding its operation. If you are using the system, you agree that ResTech can disclose the fact that you are a registered customer.

5 – License & Restrictions

ResTech hereby extends to you a non-exclusive, non-transferable, right to use the Platform, solely for your own domestic and internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved solely by ResTech. If you are a direct competitor of ResTech or employed or contracted by a direct competitor, you may not register to and access our Platform, except with ResTech prior written consent. In addition, you may not access the Platform for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform or any of the ResTech content in any way. You shall also not create Internet "links" to ResTech or "frame" or "mirror" any content on any other server or wireless or Internet-based device. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function. You may use the ResTech Platform only for your domestic and internal business purposes and shall not: send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or that violate third party privacy rights; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of

the Platform or the data contained therein; or attempt to gain unauthorized access to the Platform or its related systems or networks. The ResTech name, the ResTech logo, are registered trademarks that exclusively belong to ResTech.

6 – Adherence to Laws and Ordinances

Customers/users shall comply with all applicable federal, foreign, state and local laws, treaties and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. Customers/users must obey those laws that do apply to them. If a city or county official tells a customer/user that a certain ordinance applies to him or her, they are to cooperate fully and immediately.

7 – Duties and Responsibilities

You are responsible for all activity occurring under your Platform / user accounts. You are to report to ResTech immediately of any unauthorized use of any password or account or any other known or suspected breach of security. You are to use reasonable efforts to immediately stop any duplication or distribution of ResTech content that is known or suspected by you or your users. You will also not falsely identify yourself to gain access to or use the ResTech Platform.

8 – User Content

ResTech does not own any of the data, information or material (“Business Owner Data”) that you submit to the Platform in the course of using the ResTech system. You, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, ownership or right to use of all Business Owner Data, and ResTech shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Business Owner Data. In the event that User is terminated for any reason all Business Owner Data will be lost. ResTech reserves the right to withhold, remove and/or discard Business Owner Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Business Owner Data immediately ceases, and ResTech shall have no obligation to maintain or forward any Business Owner Data.

9 – IP Rights

You acknowledge that ResTech alone (and its licensors, where applicable) shall own all rights, title and interest, including without limitation all related Intellectual Property Rights, in the Platform, the ResTech POS website and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the ResTech Platform. Accordingly, you agree that you shall not copy, reproduce, alter, modify, or create derivative works from the Platform. You also agree that you will not use any automated or manual process to monitor or copy any content from the ResTech Platform. In particular, you shall not reverse engineer or access the Platform in order to build a competitive product or service or to build a product using ideas, features, functions or graphics of the ResTech Platform.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to ResTech Platform, the ResTech website or the Intellectual Property Rights owned by ResTech.

10 – Third Party Interactions and Links to Other Sites

While using the Platform, you may enter into correspondence with, purchase and sell goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the ResTech Platform. Any such, activity and any terms, conditions, warranties or representations associated with such, shall be solely between you and the applicable third-party. ResTech and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. ResTech does not endorse any sites on the Internet that are linked through the Platform. ResTech provides these links to you only as a matter of convenience, and in no event shall ResTech or its licensors be responsible for any content, products, or other materials on or available from such sites. ResTech provides the Platform to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

11 – Term

This Agreement commences on the date you confirm subscription and renews monthly until terminated by you or ResTech. The full monthly fee amount of the plan you selected is due and payable when you confirm subscription. Only upgrades to your service are prorated. The term is indefinite and may be terminated at any time by ResTech's sole discretion. Either party may terminate this Agreement or make plan changes with 30 days advance notice.

12 – Charges and Billing

You shall pay all subscription fees and charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments must be made monthly in advance. All subscriptions obligations and payments are non-cancelable and nonrefundable.

ResTech Platform service will automatically renew and charge your credit card or initiate an ACH withdraw from your bank account or charge your merchant processing account on file monthly. The renewal charge will be equal to the current plan you are enrolled in. Changes to the fees associated with your plan will be reflected on ResTech's website. ResTech will add to the published service fees applicable taxes, levies, or duties imposed by your taxing authorities.

You agree to provide ResTech with complete and accurate billing and contact information. This information is to remain current at all times. ResTech reserves the right to terminate your access to the ResTech Platform, in addition to any other legal remedies, if the contact information you have provided is false or fraudulent.

13 – Termination or Suspension for Non-Payment

ResTech reserves the right to suspend or terminate this Agreement and your access to our Platform if your account becomes delinquent. You will continue to be charged for your plan subscriptions during any period of suspension. You agree and acknowledge that ResTech has no obligation to retain Business Owner Data and that such Business Owner Data may be irretrievably deleted if your delinquent account is not cured within 30 days.

14 – Termination for Cause

Any breach of your payment obligations or unauthorized use of the ResTech Platform will be deemed a material breach of this Agreement. ResTech in its sole discretion, may terminate your password, account or use of the Platform if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that ResTech has no obligation to retain the Business Owner Data, and may delete such Business Owner Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of such breach.

15 – Indemnification

You agree to hold harmless and indemnify ResTech, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Platform or our services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

16 – Confidentiality and Non-Disparagement

In the event that ResTech terminates your use of the Platform or you elect to cancel service, as per the terms and conditions of this agreement you are to maintain in strict confidence the reasons for which the service was ended, except as may be required by law. Furthermore, you agree not to disparage ResTech or any of its officers, directors or employees by any means including but not limited to blogs, posts on social media, emails, industry websites, or general publications. For purposes of this agreement and section, "disparage" shall mean any negative statement, whether written or oral, about ResTech or any of its officers, directors or employees. You agree and acknowledge that this non-disparagement provision is a material term of this agreement. In the event that Customer makes any Disparaging Comments, both Customer and ResTech agree that the damages arising from such comments will be difficult if not impossible to determine. Therefore, in the event Customer makes any Disparaging Comments, Customer shall pay to ResTech \$3,500.00 for each utterance of the comment (i.e., on each webpage that a Disparaging Comment is posted) as Liquidated Damages and not as a penalty.

17 – Notice

ResTech may give notice by means of electronic mail to your e-mail address on record or by written communication sent by first class mail to your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing

or posting (if sent by first class mail) or 12 hours after sending (if sent by email). You may give notice to ResTech via email thru such facility provided on the ResTech website.

18 – Internet Disclaimer

RESTECH SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RESTECH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. YOU ARE RESPONSIBLE FOR PROCURING AND MAINTAINING THE APPROPRIATE INTERNET SERVICES REQUIRED FOR YOUR USE OF THE PLATFORM.

19 – Warranty Disclaimer

RESTECH AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM OR ANY CONTENT. RESTECH AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT USE OF THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE APPLE IPAD AND OR ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; OR THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS WHETHER OR NOT EXPRESSED , OR THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE; OR THAT THE QUALITY OF THE SOFTWARE AND SUBSCRIPTION SERVICE OBTAINED BY YOU THROUGH THE RESTECH WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR THAT ERRORS OR DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER(S) THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY RESTECH AND ITS LICENSORS.

20 – Liability Limitation

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE MONTH’S PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE)

ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PLATFORM, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21 – Governing Law, Arbitration, Jurisdiction and Venue

THESE TERMS OF USE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, USA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

YOU AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. PRIOR TO INSTITUTING ARBITRATION, THE PARTIES SHALL MEET IN GOOD FAITH AND ATTEMPT TO RESOLVE ANY DISPUTE ARISING FROM OR RELATED TO THE AGREEMENT THROUGH NON-BINDING MEDIATION.

IF MEDIATION IS UNSUCCESSFUL, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. EACH PARTY TO THE ARBITRATION SHALL BE RESPONSIBLE FOR ITS OWN COSTS AND EXPENSES OF ARBITRATION, INCLUDING LEGAL AND FILING FEES. ARBITRATION SHALL RESIDE EXCLUSIVELY IN LEE COUNTY, STATE OF FLORIDA, FORT MYERS, USA OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT, IN FORT MYERS, FLORIDA AND YOU HEREBY WAIVE ANY JURISDICTION, VENUE OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.

IN THE EVENT THAT YOU BRING ANY CLAIMS ARISING OUT OF, RELATING TO OR CONCERNING THESE TERMS & CONDITIONS NOT SUBJECT TO ARBITRATION SHALL RESIDE EXCLUSIVELY IN PALM BEACH COUNTY, STATE OF FLORIDA, WEST PALM BEACH, USA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT, IN WEST PALM BEACH, FLORIDA, USA AND YOU HEREBY WAIVE ANY JURISDICTION, VENUE OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.

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