

TERMS AND CONDITIONS

These are the Terms and Conditions ("Terms") of this web site, currently located at <http://www.miltownchowdown.com> (the "Website"), which is brought to you by Live Shots Imaging Services, LLC, a Wisconsin Limited Liability corporation ("Live Shots" or "us" or "we" or "our"). By registering as a user of this Website ("User" or "you" or "your") or by placing an Order through this Website, you agree to be bound to these Terms.

There are two types of users of the Website: Restaurants and other businesses (each, a "Restaurant"), and individuals who order from Restaurants ("Customer"). These Terms will use the words "User" or "Customer" or "you" or "your" to mean a Customer. This Website provides Customers with news and information about Restaurants, and permits each Customer to place an order (each, an "Order") for food or other things (the "Goods") with any Restaurant, which fills the Order to the Customer (the "Service").

1. Registering with Us.

- **a.** Each Customer must provide the following information to register with us or to place an Order:
 - – Name (no pseudonyms or made-up names).
 - – Email address.
- **b.** Each Customer must provide United States credit or debit card information when they choose to pay by credit card for the order online
- **c.** Each Customer shall be given a password ("Password") to access your account ("Account"). Unless and until you tell us otherwise, we will assume that any person using your Account is authorized to do so on your behalf.
- **d.** Each Customer must be 18 years of age or older.
- **e.** We may, in our sole discretion, verify the information you provide to us. We may, in our sole discretion, restrict use of the Website until we verify your information.

2. Orders.

- A. **a.** All Orders are placed on the Website and are PCI compliant.
- B. **b.** After your Order has been transmitted to a Restaurant, the Restaurant may contact you regarding your Order at the email address or phone number you provided. If you do not confirm an Order or respond to the Restaurant, the Restaurant may cancel the Order, and the price will be refunded to your credit or debit card used to place the Order.
- C. **c.** Each Restaurant has the option to process its own credit card transactions. Before processing its own credit card transactions, each Restaurant must acknowledge and sign off on the conditions set forth by Live Shots to remain in conformance with PCI standards.
- D. **d.** If your order is placed with a Restaurant who processes its own credit card transactions, after the Restaurant processes the credit card transaction, it is the Restaurant's responsibility to either delete the electronic mail order sheet, shred the order sheet, or place the order sheet in a secure location to remain in conformance with PCI standards.
- E. **e.** Live Shots conducts periodic inspections of Restaurants who process their own transactions to ensure PCI conformances are met. If a Restaurant is found to be non-conforming, Live Shots will deny Restaurants the ability to process their own transactions and Live Shots will process all further transactions for the remainder of time the Restaurant utilizes our service.

3. User Conduct.

- **a.** You agree to use the Website in a manner that is consistent with these Terms and compliance with all applicable laws and regulations.
- **b.** You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service or Website, except as expressly permitted by these Terms.
- **c.** You agree to comply with all local, state, provincial, country and/or regional laws that may be applicable to your use of the Website and your use of the Internet.
- **d.** By becoming a registered User, you consent to the inclusion of your data in our database. Your data includes records of all Orders requested through the Website.
- **e.** We may refuse Service, or restrict, suspend or terminate your Account at any time, for any reason or no reason, in our sole discretion. We may also use technical means to block Users or others from visiting or using the Website.
- **f.** You acknowledge that the Website (including but not limited to text, sound, photographs, graphics, pictures or other material contained in any communication, advertisements, or messages, whether by us or our advertisers or partners, including the Restaurants and software) are protected by copyrights, trademarks, service marks, patents, and/or other proprietary rights and laws. You are only permitted to use the Website and the Goods and Service as expressly authorized by us, our advertisers and partners, as the case may be.
- **g.** You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or Service, either in whole or in part.
- **h.** Live Shots reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing or other unlawful activity on the Website or otherwise. Furthermore, Live Shots may disclose your contact and other information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or any other legal action, and Live Shots shall not be liable for damages or results thereof and you agree not to bring any action or claim against Live Shots for such disclosure.
- **i.** You acknowledge and agree that Live Shots may use your personal information in accordance with the Privacy Policy.
- **j.** Live Shots may send information and offer products and services to You from time to time. For further details relating to our policy relating to such offers please refer to the Privacy Policy.

4. Representations and Warranties.

- **a.** You hereby represent, warrant and covenant to us, that you shall:
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 - **1.** Provide true, accurate, current and complete information.
 - **2.** Maintain and promptly amend all information to keep it true, accurate, current and complete.
- **b.** You hereby represent, warrant and covenant to us that information submitted by you for display on the Website (including any material submitted as feedback or a review of a Restaurant) shall not:
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 - **1.** contain fraudulent information or make fraudulent offers of items.
 - **2.** violate any applicable law, statute, ordinance or regulation.
 - **3.** infringe or misappropriate any copyrights, trademarks, service marks or other intellectual property or other rights of any third party.
 - **4.** contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation.

- **5.** contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information.

5. Disclaimer of Warranties.

- **a.** THE WEBSITE, THE GOODS AND THE SERVICES, INCLUDING ALL ORDERS, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND THE RESTAURANTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- **b.** LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND THE RESTAURANTS MAKE NO WARRANTY (I) THAT THE SERVICES, THE ORDERS, THE GOODS OR THE WEBSITE WILL MEET YOUR REQUIREMENTS; (II) THAT THE SERVICES, THE ORDERS, THE GOODS OR THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SUCH SERVICES, ORDERS OR THE WEBSITE WILL BE ACCURATE OR RELIABLE; (IV) THAT THE QUALITY OF ANY ORDERS, OR ANY GOODS, SERVICES, INFORMATION OR OTHER ITEMS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE, OR THROUGH ANY ADVERTISERS OR PARTNERS, INCLUDING ANY FOOD, WILL MEET YOUR EXPECTATIONS; (V) THAT THE PRICES DISPLAYED ON THE WEBSITE AND DISCOUNTS PROVIDED THROUGH THE WEBSITE WILL BE HONORED BY ANY RESTAURANTS, OR (VI) REGARDING ANY RESTAURANTS OR CUSTOMERS.
- **c.** ANY MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, THE GOODS OR THE WEBSITE IS ACCESSED BY YOU AT YOUR SOLE OWN DISCRETION AND RISK, AND YOU ALONE WILL BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER OUTCOME THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- **d.** NO ORDERS, DATA, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED OR RECEIVED BY YOU FROM LIVE SHOTS, THE WEBSITE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6. Limitation of Liability.

- **a.** LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, AND THE RESTAURANTS SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES ARISING OUT OF THE SERVICES, THE ORDERS, THE GOODS OR THE WEBSITE.
- **b.** LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, AND THE RESTAURANTS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT RESULT FROM USING THE SERVICES, ORDERS OR GOODS PROVIDED BY OR THROUGH THE WEBSITE, OR RELIANCE ON OR USE OF INFORMATION, SERVICES, ORDERS, GOODS OR SERVICES, WHETHER OR NOT PROVIDED ON OR THROUGH THE WEBSITE.

- **c.** YOU ACKNOWLEDGE AND AGREE THAT LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, AND THE RESTAURANTS NEITHER ENDORSE THE CONTENT OF ADVERTISEMENTS OR THIRD PARTIES' WEB CONTENT, NOR ASSUME RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF MATERIAL CONTAINED THEREIN, OR ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARISING THEREFROM, OR ANY FRAUD OR OTHER LIABILITY FACILITATED THEREBY.
- **d.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER LIVE SHOTS NOR ANY OF ITS USERS, SERVICE PROVIDERS, LICENSORS, OFFICERS OR EMPLOYEES, NOR ANY RESTAURANTS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS, RESULTING FROM THE USE OR THE INABILITY TO PLACE THE ORDERS OR USE THE GOODS OR SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **e.** UNDER NO CIRCUMSTANCES SHALL LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, OR THE RESTAURANTS BE HELD LIABLE FOR ANY DELAY OR FAILURE OR DISRUPTION OF THE ORDERS OR SERVICES DELIVERED THROUGH THE WEBSITE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER, TELECOMMUNICATIONS OR ANY OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOOD, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES.
- **f.** LIVE SHOTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, AND THE RESTAURANTS SHALL NOT BE HELD RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, WHICH HINDER YOUR ACCESS TO THE WEBSITE OR THE SERVICES.

7. Intellectual Property.

By registering with or providing Content to the Website, you grant to us a non-exclusive, royalty-free, transferable, irrevocable and perpetual right to use and reproduce the information, data and content that you provide to us from time to time, such as dining feedback or reviews of Restaurants, other text, photographs, or graphics (collectively, "Content") for use on the Website. We reserve the right, in our sole discretion, to refrain from displaying any Content on the Website. We may delete or dispose of any Content at any time for any reason or for no reason.

8. Copyright Infringement Claims.

We are committed to complying with copyright and related laws, and we expect you and all other Users of the Website to comply with such laws as well. Using our Website to transmit (whether by email, uploading, posting, or otherwise) any information or items without the express permission of the owner of such information or items or to engage in any activity that infringes any copyright or any other right of a third party violates these legal provisions. You represent and warrant to us (a) that you own, or are otherwise lawfully authorized to use, any files, data, text, or other information that you may transmit to or through our

Website, and (b) that any use of the files, data, text, or other information supplied by you does not violate these legal notices and will not cause injury to any person or entity.

If you believe that your work has been copied on our Website, or any of our other systems or networks in a way that constitutes infringement under the Copyright Act, please provide the following information to us for receipt of notification of claimed infringement (to ensure that your notification complies with the requirement of the Digital Millennium Copyright Act, please see 17 U.S.C. § 512(c)(3)):

- - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- - A description of the copyrighted work that you claim has been infringed;
- - A description of where the material that you claim is infringing is located on the Website;
- - Your address, telephone number, and email address;
- - A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- - A statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may forward your copyright claim to:

- By Mail: Live Shots Imaging Services, LLC.
635 E. Fitzsimmons Road
Oak Creek, WI 53154
By E-mail: support@miltownchowdown.com

9. Indemnification.

You hereby agree to indemnify, defend and hold harmless Live Shots, its affiliates, partners, officers and employees, and the Restaurants, from any and all allegations, losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from any use of the Website by you or any other person using your Account, including but not limited to any display of your information on the Website, the placing of any Orders, or from any breach of these Terms. You hereby further agree to defend, indemnify and hold Live Shots, its affiliates, officers and employees, and the Restaurants, harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from any breach of any representations and warranties made by you to Live Shots.

10. General.

- **a.** Live Shots and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.
- **b.** Live Shots shall have the right to assign its obligations and duties under these Terms and/or in any agreement relating to the Services, Orders or Goods to any person or entity at any time.
- **c.** Live Shots reserves the right to modify or replace these Terms, and such changes are effective upon posting on the Website. Your continued use of the Website after any changes to these Terms constitutes an affirmative acknowledgement that you agree to the current version of the Terms.
- **d.** Live Shots reserves the right to modify some or all its functional features or discontinue the Service, the Website and other services with or without any notice to you. Live Shots shall not

be liable to You or any third party should it exercise its right to modify or discontinue the Website or the Service.

These Terms shall be governed by the law of the State of Wisconsin, and the federal laws of the United States of America, without reference to any conflicts of law provisions. The Uniform Computer Information Transactions Act and the U.N. Convention on Contracts for the International Sale of Goods shall not apply to these Terms. Any controversy or claim between the parties or arising out of these Terms shall be determined by one disinterested arbitrator in binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules, the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Online Arbitration. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

Privacy Policy

Our Commitment to Privacy

Protecting your privacy is important to us. We understand you may have questions or concerns regarding your personal information and how it will be used. With this in mind, we have developed this Privacy Policy.

The Information We Collect and How We Use It

On the Website, you may register as a User, contribute content, or place an Order for food or other Goods. The types of information we collect when you access the Website may include the following:

1. **1.** your name and the name of your company
2. **2.** contact and billing addresses
3. **3.** your electronic mail ("email") address
4. **4.** your phone and fax numbers
5. **5.** credit card or debit card information
6. **6.** any information that you may provide in a form on the Website
7. **7.** Restaurants from which you have ordered, your ordering history, and any dining information or preferences provided by you or the Restaurant
8. **8.** the Internet Protocol address from which you accessed the Website
9. **9.** the items you clicked on the applicable web page

Cookies and Related Data

Some of the information we collect via the Website is gathered and maintained through the use of "cookies" and other methods. A "cookie" is a small file that is saved on your computer and which may contain information about you, such as your user name and password, or about your use of the Website, such as the page you most recently visited. As a result, we are able to (i) recognize you when you access the Website so that you do not have to re-enter your personal or other information each time you visit the Website, (ii) customize and personalize the content we make available to you, (iii) maintain the "state" of your current visit (e.g., to maintain your Order history or the items in your Order), and (iv) alert you to features of the Website. You may disable "cookies," but the Website may not function properly as a result. In addition we may collect certain non-personal data in connection with the Website. For example, we may collect information on the browser that you use to access the Website, the operating system that you are running, and certain information about the Website you accessed immediately before you accessed the Website.

Our Use of Your Information

We may provide your name, phone number, email address, and contact and billing addresses to Restaurants from which you place an Order, as well as other third parties who may help fill the Order. We may share your Restaurant order history and other dining information and preferences with that Restaurant and other restaurants under the same ownership.

We may also use and share your information with Restaurants and others:

- **1.** to place an Order with a Restaurant,
- **2.** to provide you with dining gift certificates and other products, promotional materials and services of the Website, under applicable terms and conditions
- **3.** to provide you with information about the services of the Website,
- **4.** to provide services which Users are entitled to under applicable terms and conditions,
- **5.** to produce aggregate statistical data for the improvement of services offered by the Website,
- **6.** to use the aggregate statistical data for promotional purposes,
- **7.** to make your information available to other businesses that may have offers of goods or services for you,
- **8.** for any other purposes related to those above.

For any user, we may aggregate your non-personal data with the non-personal data of our other users. We also collect and analyze general traffic patterns within our Website to help maintain the flow and content of the Website, and we may use or provide to third parties some or all of this anonymous aggregated information to support our commercial activities or for any other reason.

In addition, we may collect other personally identifiable information about you through the Website or through your responses to emails from Live Shots to learn more about you and to provide you with services. We may (i) use your information to support our customer satisfaction initiatives, (ii) from time to time disclose your information to other companies that are affiliates of Live Shots, and (iii) disclose your information to a third party that is a successor to all or part of our business, provided that such third party agrees to comply with the provisions of our Privacy Policy with respect to the use of your information.

We may, and, Restaurants from which you have ordered may, from time to time send information or offers to the email address you provide to us. If you prefer not to receive such email, please follow the procedures set forth at the end of each email explaining how you can have your email address removed from the applicable email list. You may not "opt out" of communications relating to an Order.

Links To Other Sites

When you are on the Website you could be directed to other third party sites, such as the websites of individual Restaurants, that are beyond our control. We do not endorse, and are not responsible for, the privacy practices or the content of any other websites. Moreover, these other sites may send their own cookies to users, collect data or solicit personal information. While Live Shots strives to protect its users personal information and privacy, we do not guarantee the security of any information you disclose online. This Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond Live Shots control, and is not to be applied in any manner contrary to applicable law or governmental regulation.

Information from Children

We do not knowingly solicit or collect information from any individuals under the age of 13, nor do we provide any of our Goods or Services to individuals under the age of 13. If you believe that we have

inadvertently collected any such information, or provided any such Goods or Services, please contact us immediately so that we may delete the information.

Our Commitment to Data Security

We have put in place certain physical, electronic and managerial procedures to try to safeguard and secure the information we collect, although no system is completely secure. We urge you to take adequate precautions to protect your personal data, which should include never sharing your Email Address and Password with anyone.

How to Access or Correct Your Information

You can access your personally identifiable information that we have collected through the Website and that we still maintain by contacting us as described below in "How to Contact Us." You can correct factual errors in your personally identifiable information by updating your Profile page on the Website or by sending us a request that credibly shows that our records are incorrect, although we may refuse such requests in our discretion. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access to your personally identifiable information or permitting you to make corrections, and we may refuse access to any user.

Changes to Our Privacy Policy

We reserve the right to revise this Privacy Policy from time to time in our discretion. If we modify this Privacy Policy, we will post the revised Privacy Policy, which will take effect immediately upon posting, and we may attempt to notify you of such change through the email address you provide to us. It is your responsibility to periodically review this Privacy Policy.

How to Contact Us

Should you have questions or concerns about this Privacy Policy or any other matter pertaining to our privacy practices, please send an e-mail to the following address: support@miltownchowdown.com, or by mail to 635 E. Fitzsimmons Road, Oak Creek, WI 53154.