



TERMS OF USE

These Terms of Use (the "Terms") govern your access to and use of Whyline, Inc. ("Whyline", "we", "us", "our") web sites and services, including but not limited to the website whyline.com and the mobile software application Whyline, (collectively the "Service"). Each visitor to or user of the Service ("you", "your", or the "User") is subject to the following Terms. Please read them carefully before using the Service. If you visit or use the Service, you accept these Terms; if you do not, then you may not use the Service.

TEMPORARY DISRUPTION OF SERVICES

From time to time, the Service may not be available for any reason including, but not limited to, routine maintenance or technical problems. By your continued use of the Service, you understand and acknowledge that access to the Service may be interrupted, suspended, terminated, or otherwise limited from time to time, and this in no way holds Whyline liable for any damages arising out of your access to the Service (see LIMITATION OF LIABILITY below). Furthermore, Whyline reserves the right to refuse service, terminate accounts, and remove or edit content (including 3rd party content) available on the Service.

CHILDREN

Whyline does not sell products to or provide content or service for children. You must be at least 18 years of age to use the Service, however if you are at least 13 years of age, you may access the Service with the involvement of a parent or guardian. Persons under the age of 13 are in no conditions permitted to access the Service.

PRIVACY

The privacy of your personally identifiable information is very important to us. Please review our [PRIVACY POLICY](#), which also governs your use of the Service, to understand our practices.

EQUIPMENT

User shall be responsible for obtaining and maintaining all hardware and any other equipment needed for access to and use of Whyline and all charges related thereto.

ELECTRONIC COMMUNICATIONS

When you visit or use the Service or send e-mails to us, you are communicating with us electronically. You consent

to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Service. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

By providing Whyline your email address for an account, you consent to Whyline using the email address to send you Service-Account email notices. Such notices may include, but are not limited to, notices required by law and/or notices of a change in these Terms or our Privacy Policy, and you agree that these satisfy any legal requirement that such communications be in writing. See our PRIVACY POLICY for more details.

By providing Whyline your phone number when opting-in to an SMS notification service, you consent to Whyline using the phone number to send you SMS messages. Message and data rates may apply for any messages sent to you from us and to us from you. Similarly, when opting-in to receive “push notifications” from the app, you consent to receiving updates on your spot in line, and the approximate wait time until you are going to be called. Data rates may apply to any “push notifications” sent to you from us.

COPYRIGHT

All information included on the Service, including but not limited to text or copy, graphics, designs, logos, button icons, images, audio and video clips, digital downloads, and software (collectively “Content”), is the property of Whyline or its content suppliers and is protected by the United States Copyright Laws, U.S. Trademark Law and International Treaties and Conventions on Copyright Laws (example: Berlin Convention and UCC). By agreeing to these Terms, you agree not to reproduce, distribute, modify, remove, delete, augment, publish, transmit, create derivative works from, or in any way exploit any of the Content, in whole or in part, or authorize others to do so.

By using the Service, the User agrees not to violate or infringe upon any copyright, patent, trade secret, trade identity, or intellectual property right. The User acknowledges that all content distributed is an original work or a template provided by Whyline.

Whyline does not control materials made available via the Service by third parties and is under no obligation to scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, Whyline respects the copyright interests of others and does not permit materials known by us to infringe another party’s copyright to remain on the Service. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our COPYRIGHT COMPLAINTS PROCEDURE detailed below.

LICENSE AND SERVICE ACCESS

Whyline grants you a limited, revocable, non-exclusive and non-transferable license to access and make personal use of the Service and not to download (other than page caching) or modify any portion of the Service, except with the express written consent of Whyline. This license does not permit any resale or commercial use of the Service or its contents; any collection and use of any product or business listings, descriptions, or prices; any derivative use of the Service or its contents, or; any downloading or copying of account information for the benefit of another merchant. You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Service. You agree not to reproduce, duplicate, copy, sell, resell, or otherwise exploit the Service or any part thereof for any commercial purpose without the express written consent of Whyline. You are prohibited from framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Service without express written consent. You are prohibited from using any meta tags or any other “hidden text” utilizing the Service’s name or trademarks without the express written consent of Whyline. Any breach of the foregoing license terminates the license granted by Whyline.

Hypertext linking to Whyline and the Service is permitted so long as the link does not portray Whyline, or its products and services in a false, misleading, derogatory, or otherwise offensive matter. Whyline reserves the right to disable any link to any website that we believe contains scandalous, offensive, obscene, scurrilous or inappropriate content or that, in the sole opinion of Whyline, adversely affects the goodwill of Whyline or any trademark or service mark of Whyline or its affiliates or content suppliers. You may not use any Whyline logo or other proprietary graphic or trademark as part of the link without the express written permission of Whyline.

In order to operate and provide our Services, you grant Whyline a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to, but not limited to, display your profile picture and status message, transmit your messages, store your undelivered messages on our servers for up to 30 days as we try to deliver them, and otherwise as described in our Privacy Policy).

SERVICE USE AND USER CONDUCT/ USE OF SERVICES

The User may make use of email addresses and mobile telephone numbers during regular operation of the Service for the purpose of affirming, engaging, notifying, thanking, marketing to, or otherwise communicating with guests during real-time operation of the Service. Any email address or mobile telephone number displayed, provided, or otherwise furnished in operation to the User by the Service is on a temporary basis and the User may not record, save, add to any marketing list, or otherwise use such number or address outside of the Service. The Service may provide marketing and loyalty programs to the User that utilizes the email addresses and mobile telephone numbers inputted by the User. Whyline reserves the right to suspend the Service to any User that utilizes any email address or mobile telephone number inputted into the Service for any purpose outside of the Service, or in any way that is not legally compliant. Moreover, the User may not “capture” email addresses or mobile telephone numbers apart from any feature that may be included in the Service, and the User agrees not to transmit any message (whether email, text message [SMS], or other) to an end-recipient that has not expressly agreed to receive said messages (i.e. has not “opted-in”) or that has subsequently withdrawn from a list (i.e. has “opted-out”).

The Service may provide Users an opportunity to post reviews, comments, and other content; write and send communications (e.g. email, text message [SMS], etc.); submit suggestions, ideas, comments, questions, or other information; or otherwise interact with others and share thoughts, information and materials. By writing, posting, commenting, interacting, or otherwise adding content or information to the Service (collectively “Submissions”), you grant Whyline the right to copy, edit, publish, store and distribute your Submissions.

Whyline reserves the right (but not the obligation) to remove or edit your Submissions, but does not regularly review posted content. You are solely responsible for your Submissions to the Service and communications (including email messaging and text messaging [SMS]) and agree that you will not hold Whyline responsible or liable for any content from your or other users that you access on the Service. You further agree to use the Service only for lawful purposes.

The categories of prohibited content below are examples and are not intended to be exhaustive. Without limitation, you are prohibited from posting on the Service or transmitting through the Service (including via email or text message [SMS]), any content that:

- Is illegal. User shall use Whyline for lawful purposes only. User shall not post or transmit through Whyline any material which violates or infringes in any way upon the rights of others.
- Is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene,

profane or otherwise objectionable.

- Encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law.
- Without Whyline's express prior approval, contains advertising or any solicitation with respect to products or services.

Any conduct of a User that in Whyline's discretion restricts or inhibits any other User from using or enjoying Whyline will not be permitted.

User agrees not to post or transmit to other users any content that contains:

- Software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- Any advertising, promotional materials, 3rd-party services, "junk mail", "spam", "chain letters", "pyramid schemes", political campaigning, or any other form of solicitation for a business, campaign, or organization that is not directly owned by User of the Service.

In the case that the User owns multiple establishments that use the Service, the User may use the Service to transmit content about any of these establishments (e.g. at one location, User promotes another location that has recently opened).

USER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing Whyline with current, complete and accurate information as prompted by the applicable registration form. User will also choose a password and user name. User is entirely responsible for maintaining the confidentiality of User's password, account and limiting access to the account and thereby without limitation, any use by any unauthorized third party. Users are further responsible for updating account password at regular intervals to maintain continued confidentiality and limited access to your account. Whyline will not be responsible for any losses arising out of the unauthorized use of the User's username, password, and/or account.

The User may not use a false e-mail address, false phone number, false address, false name, impersonate any person or entity, or otherwise mislead as to the origin of the User's communication or other content. If the User provides any information that is untrue, inaccurate, or not current, Whyline reserves the right to suspend or terminate the User's account and refuse any and all current and future use of the Service. The User further agrees to immediately notify Whyline of any unauthorized use of the User's password or account or any other breach of security.

The User further agrees not to access the Service by fraudulent means or activities including but not limited to a spider, scraper, or robot (or "bot").

STATISTICAL INFORMATION

Whyline may, from time to time, provide the User with statistical information relating to visitors to the use of the Service. The User may only use or disclose this information to a third party for internal record keeping. The User may not otherwise use this information and may not disclose this information to a third party including, but not

limited to, for the purpose of reselling this information for profit.

PAID ACCOUNTS

If you elect to upgrade your Whyline account to a paid plan for the Whyline services, you agree to pay all fees (including taxes) and charges associated with your account on a timely basis. Whyline reserves the right to suspend account access due to a failure to pay applicable fees on a timely basis. Whyline list pricing is subject to change and Whyline reserves the right to modify its list prices at any time and without notice. Any change in list pricing shall not affect contractually agreed upon prices during the term of any such contract or agreement.

UPDATES TO SERVICES

Whyline may from time to time make available to all users of the Service, updates at no cost or subject to additional fees in Whyline's sole discretion. "Updates" means any updates, upgrades or error corrections to the Service. Notwithstanding anything else contained in these Terms, Whyline will have no obligation to continue producing or releasing new versions of the Service or any updates thereto.

MATERIALS PROVIDED TO WHYLINE OR POSTED ON ANY OF ITS WEBSITES

Whyline does not claim ownership of the materials User provide to Whyline (including feedback and suggestions), or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission, User is granting Whyline, its affiliated companies and necessary sub licensees permission to use User's Submission in connection with the operation of their Internet business (including, without limitation, all Whyline Services), including, without limitation, the license rights to: copy, distribute, transmit, publically perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of User's Submission, as provided herein. Whyline is under no obligation to post or use any Submission User may provide and Whyline may remove any Submission at any time in its sole discretion. By Posting a Submission User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of use including, without limitation, all the rights necessary for the User to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are graphical in whole or in part ("Images"), User warrants and represents that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User has the rights necessary to grant the licensee and the sub licensees described in these Terms of Use, and (c) that each person depicted in such images, if any, has provided consent to the use of the Images as set forth in these terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproductions of such Images. By posting Images, User is granting (a) to all the members of User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a

limitation, making prints and gift items which include such Images), and including without limitation, a non-exclusive, world-wide, royalty –free license to: copy, distribute, transmit, publically display, publically perform, reproduce, edit, translate and reformat User’s Images without having User’s name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time User completely removes such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely removes such Images. No compensation will be paid with respect to the use of User’s Images.

3RD PARTY CONTENT

Whyline may permit 3rd Parties to publish content on the Service or include 3rd Party content via Application Programming Interfaces (APIs) including but not limited to graphics, text or copy, reviews, and pricing and promotional information. Despite our best efforts, typographical and/or pricing mistakes may, on rare occasions, appear on the Service, and Whyline cannot guarantee the price of any promotion or offer. Whyline is not the publisher or owner of this content and assumes no liability therefore. Whyline further assumes no liability whatsoever for third-party promotions and offers, including but not limited to third-party representations as to price, quality, value, or availability.

WARRANTY

Whyline makes no representations or warranties of its services, 3rd party hardware, or telecommunications networks utilized to provide the Whyline services. Whyline does not warrant that it services or information, content, or materials provided through the service are completely secure, uninterrupted or error free.

CHANGES TO TERMS OF USE

Whyline reserves the right to make changes to the Service and these Terms at any time, effective when posted on the Service. Your continued use of the Service after such notice will constitute acceptance by you of such changes. We encourage you to review the Service and these Terms periodically for any updates or changes.

BY USE OF THE SERVICE, THE USER UNDERSTANDS THAT MOBILE MESSAGES (SMS) ARE NOT AVAILABLE ON ALL WIRELESS CARRIERS AND WIRELESS DEVICES. THE USER FURTHER UNDERSTANDS THAT THE WHYLINE SERVICES OPERATE OVER WIRELESS AND INTERNET SERVICES AND THAT THESE SERVICES ARE SUBJECT TO LIMITATIONS OF AVAILABILITY DUE TO FORCES BEYOND THE CONTROL OF WHYLINE.

LIMITATION OF LIABILITY.

WHYLINE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FOR YOUR CONVENIENCE, WHYLINE MAY MAKE AVAILABLE AS PART OF SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND OTHER UTILITIES FOR USE AND/OR DOWNLOAD. WHYLINE DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OF OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES. WHYLINE DOES NOT WARRANT THAT THE SERVICE;

INFORMATION, CONTENT, MATERIALS OR PRODUCTS (INCLUDING SOFTWARE) MADE AVAILABLE THROUGH THE SERVICE; THEIR SERVERS; OR E-MAIL SENT FROM WHYLINE ARE COMPLETELY SECURE, UNINTERRUPTED OR ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WHYLINE SHALL NOT BE LIABLE FOR THE USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS (INCLUDING SOFTWARE) MADE AVAILABLE THROUGH THE SERVICE AND ANY ERRORS CONTAINED THEREIN PROVIDED BY THIRD PARTIES. WHYLINE SHALL NOT IN ANY CASE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR DAMAGES ARISING FROM THE USE OF THE SERVICE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, OR PERSONAL INJURY / WRONGFUL DEATH EVEN IF WHYLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE (INCLUDING TERMS OF USE), YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

BECAUSE CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT BE APPLICABLE TO YOU.

INDEMNITY

The User agrees to hold no claim/not claim liability, indemnify and defend Whyline, its officers, directors, employees, parents, subsidiaries, agents, affiliates and business partners and/or licensors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses including reasonable attorneys' fees arising from: any violation of these Terms; the User's content, information and other materials that the User or anyone using the User's account post on the Service or transmit to other users; the User's use of information, content, materials and products (including software) made available by the Service, or; the User's violation of any rights of another.

LINKS

This Service may, on occasion, provide links to a third party's website. These links allow you to leave the Service, and we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy statements of each and every third party website that you visit. The linked web services are not under Whyline's control and Whyline is not responsible for the contents of any linked website or any link contained in a linked website. Whyline is not responsible for examining or evaluating such web services, does not warrant or endorse them, and is not affiliated with the offerings, content, or practices of any third party web services.

APPLICABLE LAW

By visiting the Service, you agree that these Terms shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law provisions. Any dispute arising out of or in connection with the Service shall be exclusively adjudicated in state or federal courts located in New York County, New York.

Whyline reserves the right to make changes to the Service, policies and these Terms. If any part of these Terms is ruled to be invalid, void or for any reason unenforceable, then such part shall be deemed severable or limited to the minimum extent necessary. The remainder of these Terms shall remain and be in full force and effect.

COPYRIGHT NOTICE

Whyline and other Service graphics, logos, page headers, button icons, scripts, and service names present on the Service are trademarks, registered trademarks, or trade dress of Whyline in the U.S. and/or other countries. All rights reserved. All other trademarks appearing on Whyline are the property of their respective owners.

TRADEMARKS

The name of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email addresses, logo, person, or event is intended or should be inferred.

COPYRIGHT COMPLAINTS PROCEDURE

If you believe that the Service has in any way copied your work or otherwise infringed a copyright, you should provide our copyright agent with a written notice that at a minimum contains:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; identification of the copyrighted work that you claim to have been infringed; the URL (i.e. web page address) of the location where the copyrighted work exists or information reasonably sufficient to permit us to locate the material; information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and/or email address; a statement that the complaining party has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party owns or is authorized to act on behalf of the owner of the copyright.

Whyline's Copyright Agent for notice of claims of copyright infringement on the Service can be reached as follows:

Copyright Agent Whyline Legal Department 134 North 4 St, 2nd floor, Brooklyn, NY 11249

By email: hello@whyline.com

Whyline reserves the right to terminate the account of any User who is the subject of three or more notices of claimed copyright infringement as described above.

CONTACT INFORMATION

Whyline 134 North 4th St, 2nd floor Brooklyn, NY 11249

Email: hello@whyline.com

© whyline, Inc. 2015-2016. All rights reserved.

