

PLEASE BE AWARE THAT SECTION 20 OF THESE TERMS OF SERVICE CONTAINS AN INDEMNIFICATION PROVISION AND SECTION 23 OF THESE TERMS OF SERVICE CONTAINS AN ARBITRATION AGREEMENT.

Cheffaire Terms of Service

Last Updated: _____

Thank you for using **Cheffaire**!

These Terms of Service (these "**Terms**") constitute a binding legal agreement between you and Cheffaire that govern your use of the websites, applications, and other offerings from Cheffaire (collectively, the "**Cheffaire Platform**"). When used in these Terms, "**Cheffaire**," "**we**," "**us**," or "**our**" refers to Meal Experience Market, LLC, with whom you are contracting.

The Cheffaire Platform offers an online venue that enables users ("**Members**") to publish, offer, search for, and book services from Cheffaire. Members who publish and offer services are "**Chefs**" and Members who search for, book, or use services are "**Guests**." Chefs offer meals and meal events ("**Experiences**"), which may include other related services (collectively, "**Chef Services**," and each Chef Service offering, an "**Offering**"). You must register an account to access and use many features of the Cheffaire Platform, and must keep your account information accurate. As the provider of the Cheffaire Platform, Cheffaire does not own, control, offer or manage any Offerings or Chef Services. Cheffaire is not a party to the contracts concluded directly between Chefs and Guests, nor is Cheffaire an agent for any Member, except for the sole limited purpose of processing payments through Cheffaire or one or more of its payment-processing affiliates.

Guest Terms

1. Our Mission.

Our mission is to connect people who love food – chefs and foodies alike! From personal and private chefs to large events or small immersive meal experiences, browse through Offerings to find the ones that fit the way you like to experience food. Learn more about an Offering by reviewing the description and photos, the Chef profile, and Guest reviews. If you have questions, just message the Chef.

2. Searching and Booking on Cheffaire.

2.1 Searching. You can search for Chef Services by using criteria like the type of Chef Service, cuisine, location, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors that may include geographic relevance, price, Chef availability, Reviews, Offering availability, time, customer service and cancellation history, popularity, previous Experiences and saved Offerings, Chef requirements (e.g. minimum or maximum guests), and more.

2.2 Booking. When you book an Offering, you are agreeing to pay all charges for your booking including the Offering price, the cost of ingredients, applicable fees, taxes, any security deposit, and any other

items disclosed to you at checkout. When you receive the booking confirmation, a contract for Chef Services (sometimes called a reservation in these Terms) is formed directly between you and the Chef. The cancellation policy and any other rules, standards, policies, or requirements identified in the Offering or during checkout form part of your contract with the Chef. Be aware that some Chefs work with a co-Chef or as part of a team to provide their Chef Services.

2.3 Reservations for Experiences and Other Chef Services. An Experience or other Chef Service reservation entitles you to participate in, attend, or use that Chef Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness, or other requirements. You are responsible for informing the Chef of any medical, allergy, or physical conditions, or other circumstances that may impact you or your guests' ability to participate, attend, or use the Chef Service. Except where expressly authorized, you may not allow any person to join a Chef Service unless they are included as an additional guest during the booking process.

3. Cancellations, Travel Issues, Refunds and Booking Modifications.

3.1 Cancellations, Travel Issues, and Refunds. In general, Chef Experiences are non-cancellable and fees are non-refundable. However, if something outside your control forces you to cancel a Chef Experience within 72 hours of reservation confirmation, you may be eligible for a partial or full refund. Please contact Cheffaire to determine your eligibility for a refund under these circumstances.

3.2 Booking Modifications. Guests and Chefs are responsible for any booking modifications they agree to make via the Cheffaire Platform or direct Cheffaire customer service to make on their behalf, and agree to pay any additional amounts, fees, or taxes associated with any booking modification.

4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and the acts and omissions of your guests. Guests and their guests must act with integrity, treat others with respect, and comply with applicable laws at all times.

4.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Cheffaire Platform and any Content (as defined in Section 10), including your participation in any Experience, use of any other Chef Service, or any other interaction you have with other Members whether in person or online. For example, Chef Services may carry risk of illness (which may include the risk of food-borne illnesses), bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Chef Services. You should also be aware that consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions. It is each Guest's responsibility to investigate a Chef Service to determine whether it is suitable for them and their guests.

Chef Terms

5. Cheffing on Cheffaire.

5.1 Chef Responsibility. As a Chef, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Chef Services.

5.2 Contracting with Guests. When you accept a booking request, or receive a booking confirmation through the Cheffaire Platform, you are entering into a contract directly with the Guest, and you are solely responsible for delivering your Chef Service under the terms and at the price specified in your Offering. You are also agreeing to pay applicable fees and applicable taxes for each booking. Cheffaire or its affiliate may deduct amounts you owe from your payout. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, other policies of Cheffaire made available on our website, and the information provided in your Offering, and (ii) be prominently disclosed in your Offering description.

5.3 Independence of Chefs. Your relationship with Cheffaire is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Cheffaire, except that Cheffaire or its affiliate acts as a payment collection agent for payment processing purposes. Cheffaire does not direct or control your Chef Service, and you agree that you have complete discretion whether and when to provide Chef Services, and at what price and on what terms to offer them.

6. Managing Your Offering.

6.1 Creating and Managing Your Offering. The Cheffaire Platform provides tools that make it easy for you to set up and manage an Offering. Your Offering must include complete and accurate information about your Chef Service, your price, other charges like cleaning fees, resort fees, security deposits, and any rules or requirements that apply to your Guests or Offering. You are responsible for keeping your Offering information (including calendar availability) and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Chef Services and suggest you carefully review policy terms and conditions including coverage details and exclusions.

6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Offering or Chef Services, including regarding your handling of personal information. For example: Some jurisdictions require Chefs to register, get a permit, or obtain a license before providing certain Chef Services (such preparing food or serving alcohol for sale). In some places, the Chef Services you want to offer may be prohibited altogether. Check local rules to learn what rules apply to the Chef Services you plan to offer at the location of the Chef Service. If you have questions about how local laws apply you should always seek legal advice from an attorney of your choosing.

6.3 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Chef Services. You are responsible for setting your price and establishing rules and requirements for your Offering. You must describe any and all fees and charges in your Offering description and may not collect any additional fees or charges outside the Cheffaire Platform. It is expressly prohibited for you to encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Cheffaire Platform.

6.4 Cheffing as a Team or Organization. If you work with a co-Chef or Chef as part of a team, business, or other organization, the entity and each individual who participates in providing Chef Services is

responsible and liable as a Chef under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Cheffaire to transfer a portion of your payout to a co-Chef or other Chefs, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

6.5 Your Assumption of Risk. Providing Chef Services carries inherent risks and you assume the entire risk arising out of your access to and use of the Cheffaire Platform, offering Chef Services, or any interaction you have with other Members whether in person or online. You agree that you have fully investigated all applicable risks and legal obligations and that you are not relying on any representation made by Cheffaire.

7. Cancellation and Booking Modifications.

7.1 Cancellations. In general, if a Guest cancels a reservation, the amount paid to you is determined by the cancellation policy that applies to that reservation. As a Chef, you should not cancel on a Guest without a valid reason or applicable law. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and other consequences. If a reservation is cancelled under these Terms, or is otherwise cancelled in the sole discretion of Cheffaire, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Cheffaire exceeds your payout, Cheffaire may recover that amount from you by any legal mechanism, including by requiring you to immediately pay Cheffaire such amount or by offsetting the refund against your future payouts. You agree that these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a reservation and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under one of these policies, we may delay release of any payout for that reservation until a refund decision is made.

7.2 Booking Modifications. Chefs and Guests are responsible for any booking modifications they agree to make via the Cheffaire Platform or direct Cheffaire customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a booking modification.

8. Taxes.

8.1 Chef Taxes. As a Chef, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("**Taxes**").

8.2 Collection and Remittance by Cheffaire. Unless stated otherwise by Cheffaire, Cheffaire does not collect or remit taxes on your behalf. However, in jurisdictions where Cheffaire facilitates the collection and/or remittance of Taxes on behalf of Chefs, you instruct and authorize Cheffaire to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Cheffaire are identified to Members on their transaction records, as applicable. Cheffaire may seek additional amounts from Members (including by deducting such amounts from future payouts) in the event that the Taxes collected and/or remitted are insufficient to fully discharge

that Members' tax obligations, and you agree that your sole remedy for Taxes collected by Cheffaire is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

8.3 Tax Information. In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Cheffaire may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Chef Services to facilitate accurate tax reporting by you, our Guests, and/or their organizations.

Other Terms

9. Reviews.

After each Chef Service, Guests and Chefs will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory speech or language. Reviews are not verified by Cheffaire for accuracy and may be incorrect or misleading. However, Cheffaire retains the right to remove or modify any reviews it deems in violation of its written or unwritten policies.

10. Content.

Parts of the Cheffaire Platform enable you to provide feedback, which may be in the form of text, photos, audio, video, information, and other content (collectively, "**Content**"). By providing Content, in whatever form and through whatever means, you grant Cheffaire a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. Where Cheffaire pays for the creation of Content or facilitates its creation, Cheffaire may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Cheffaire the rights described in these Terms. You represent and warrant that any Content shared by you does not violate or infringe the intellectual property or privacy rights of any third party. Content may not contain discriminatory, obscene, harassing, deceptive, violent, or illegal content.

11. Fees.

Cheffaire may charge fees (and applicable Taxes) to Chefs and Guests for use of the Cheffaire Platform. Except as otherwise provided on the Cheffaire Platform, service fees are non-refundable. Cheffaire reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change.

12. Cheffaire Platform Rules.

You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Cheffaire Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Cheffaire Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Cheffaire Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Cheffaire Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Cheffaire Platform.
- Only use the Cheffaire Platform as authorized by these Terms or another agreement with us
 - You may only use another Member's personal information as necessary to facilitate a transaction using the Cheffaire Platform as authorized by these Terms.
 - Do not use the Cheffaire Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
 - You may use Content made available through the Cheffaire Platform solely as necessary to enable your use of the Cheffaire Platform as a Guest or Chef.
 - Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
 - Do not request, make, or accept a booking or any payment outside of the Cheffaire Platform to avoid paying fees, taxes or for any other reason.
 - Do not require or encourage Guests to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a reservation, unless authorized by Cheffaire.
 - Do not engage in any practices that are intended to manipulate our search algorithm.
 - Do not book Chef Services unless you are actually using the Chef Services.
 - Do not use, copy, display, mirror or frame the Cheffaire Platform, any Content, any Cheffaire branding, or any page layout or design without our consent.
- Honor your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information.
 - Read and follow our Terms.
 - Do not use the name, logo, branding, or trademarks of Cheffaire or others without permission.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Cheffaire branding.
 - Do not offer Chef Services that violate the laws or agreements that apply to you.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

13. Termination, Suspension and other Measures.

13.1 Term. The agreement between you and Cheffaire reflected by these Terms is effective when you access the Cheffaire Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

13.2 Termination. You may terminate this agreement at any time by deleting your account. Cheffaire may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Cheffaire may also terminate this agreement immediately and without notice and stop providing access to the Cheffaire Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Cheffaire, its Members, or third parties. If your account has been inactive for more than one year, we may terminate your account without prior notice.

13.3 Member Violations. If (i) you breach these Terms (or any policy or standard referenced herein), (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Cheffaire believes it is reasonably necessary to protect Cheffaire, its Members, or third parties; Cheffaire may, with or without prior notice:

- suspend or limit your access to or use of the Cheffaire Platform and/or your account;
- suspend or remove Offerings, Reviews, or other Content;
- cancel pending or confirmed bookings; or
- suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as Cheffaire determines in its sole discretion, you will be given notice of any intended measure by Cheffaire and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a reservation is cancelled under this Section, the amount paid to the Chef will be reduced by the amount we refund or otherwise provide to the Guest, and by any other costs we incur as a result of the cancellation.

13.4 Legal Mandates. Cheffaire may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

13.5 Effect of Termination. If you are a Chef and terminate your Cheffaire account, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the reservation's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Cheffaire Platform has been limited, or your Cheffaire account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Cheffaire Platform through an account of another Member.

13.6 Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 2 through 24.

14. Modification.

Cheffaire may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Cheffaire Platform and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Cheffaire Platform will constitute acceptance of the revised Terms.

15. Resolving Complaints and Damage Claims.

Cheffaire may, but shall not be required to, address any complaints or damaged-property claims on a case by case basis. You agree to be bound to the reasonable decisions made by Cheffaire in these regards.

16. Cheffaire's Role.

We offer a platform that enables Members to publish, offer, search for, and book Chef Services. However, we do not and cannot control the conduct of Guests and Chefs. You acknowledge that Cheffaire has the right, but does not have any obligation, to monitor the use of the Cheffaire Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Cheffaire Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Offerings that don't meet quality and eligibility criteria. Members acknowledge and agree that Cheffaire administers its policies and procedures, including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Cheffaire in good faith, and to provide Cheffaire with such information and take such actions as may be reasonably requested by Cheffaire with respect to any investigation undertaken by Cheffaire regarding the use or abuse of the Cheffaire Platform. Cheffaire is not acting as an agent for any Member except for where Cheffaire or its affiliate acts as a collection agent as provided by these Terms.

17. Member Accounts.

You must register an account to access and use many features of the Cheffaire Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Cheffaire Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Cheffaire if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv)

obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

18. Disclaimer of Warranties.

We provide the Cheffaire Platform and all Content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Guest, Chef, Chef Service, Offering or third party; (ii) we do not warrant the performance or non-interruption of the Cheffaire Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Offerings or Members (if any) will identify past misconduct or prevent future misconduct. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

19. Limitations on Liability.

Neither Cheffaire (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Cheffaire Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Cheffaire Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Cheffaire Platform, or (iv) publishing or booking of an Offering, including the provision or use of Chef Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Cheffaire has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

Except for our obligation to transmit payments to Chefs under these Terms, in no event will Cheffaire's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Cheffaire Platform, any Content, or any Chef Service, exceed: (A) to Guests, the amount you paid as a Guest during the 12-month period prior to the event giving rise to the liability, (B) to Chefs, the amount paid to you as a Chef in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred U.S. dollars (US\$100.00).

These limitations of liability and damages are fundamental elements of the agreement between you and Cheffaire. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

20. Indemnification.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, DEFEND (AT CHEFFAIRE'S OPTION), INDEMNIFY, AND HOLD CHEFFAIRE (INCLUDING AFFILIATES AND THEIR

PERSONNEL) HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (I) YOUR BREACH OF THESE TERMS (INCLUDING ANY SUPPLEMENTAL OR ADDITIONAL TERMS THAT APPLY TO A PRODUCT OR FEATURE AND ANY POLICIES OR STANDARDS REFERENCED HEREIN), (II) YOUR IMPROPER USE OF THE CHEFFAIRE PLATFORM, (III) YOUR INTERACTION WITH ANY MEMBER OR YOUR PARTICIPATION IN AN EXPERIENCE OR OTHER CHEF SERVICE, INCLUDING WITHOUT LIMITATION ANY INJURIES, LOSSES OR DAMAGES (WHETHER COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF SUCH INTERACTION, STAY, PARTICIPATION OR USE, (IV) YOUR FAILURE, OR OUR FAILURE AT YOUR DIRECTION, TO ACCURATELY REPORT, COLLECT OR REMIT TAXES, OR (V) YOUR BREACH OF ANY LAWS, REGULATIONS OR THIRD PARTY RIGHTS SUCH AS INTELLECTUAL PROPERTY OR PRIVACY RIGHTS.

21. Governing Law

These Terms will be interpreted in accordance with the laws of the State of Texas and the United States of America, without regard to conflict-of-law provisions.

22. Venue.

Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 23 must be brought in state or federal court in Dallas County, Texas, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Dallas County, Texas.

23. Dispute Resolution and Arbitration Agreement.

23.1 Application. This Arbitration Agreement applies to you regardless of your country of residence or establishment. If your country of residence or establishment is within or without the United States, you nevertheless agree that this Arbitration Agreement will apply to you and any claim you may bring against Cheffaire, including for determination of the threshold issue of whether this Section 23 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

23.2 Agreement to Arbitrate. You and Cheffaire mutually agree (the "Arbitration Agreement") that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Dallas County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

23.3 Exceptions to Arbitration Agreement. You and Cheffaire each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's

copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and Cheffaire agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

23.4 Jury Trial Waiver. You and Cheffaire acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

23.5 Severability. In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

23.6 Survival. This Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the Cheffaire Platform or terminate your Cheffaire account.

24. Miscellaneous.

24.1 Other Terms Incorporated by Reference. Our standards and other supplemental policies and terms linked to in these Terms apply to your use of the Cheffaire Platform, are incorporated by reference, and form part of your agreement with Cheffaire.

24.2 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between Cheffaire and you pertaining to your access to or use of the Cheffaire Platform and supersede any and all prior oral or written understandings or agreements between Cheffaire and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Cheffaire. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word "will" is used in these Terms it connotes an obligation with the same meaning as "shall."

24.3 No Waiver. Cheffaire's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

24.4 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Cheffaire's prior written consent. Cheffaire may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

24.5 Notice. Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Cheffaire via email, Cheffaire Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable and you provide.

24.6 Cheffaire Platform Content. Content made available through the Cheffaire Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Cheffaire and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Cheffaire Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Cheffaire grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the Cheffaire Platform and accessible to you, solely for your personal and non-commercial use.

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