**TERMS OF SERVICE**

*Last updated and effective as of June 9th 2020.*

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1. General. By [clicking the “I Accept” box] and/or accessing or using this Site in any way, including without limitation, browsing this Site, placing an Order (as defined herein), using any information, and/or submitting any content or personal information to HOPS FROG INC. through the Site, you agree to and are bound by the terms, conditions, Privacy Policy (available at [HOPS FROG INC.](http://home.togotechnologies.com/docs/legal) and incorporated as a part of these Terms by this reference) and notices contained in these Terms, as updated from time to time. By clicking the “I Accept” box and/or using the Site, you affirm that you are more than 18 years of age and agree to abide by and comply with these Terms. Please review these Terms carefully and periodically for any updates or changes as terms may change without notice. YOUR CONTINUED USE OF THIS SITE FOLLOWING CHANGES MADE TO ANY OF THESE TERMS CONSTITUTES ACCEPTANCE OF THOSE CHANGES.
2. Terms of Sale.
   * (a) HOPS FROG INC. allows you to place orders for food and products offered through the Site (each, an “Order”) from member restaurants participating on the Site (each, a “Merchant”). You agree that HOPS FROG INC. is solely an independent website to take Orders for the Merchant. Merchant, not HOPS FROG INC., is the seller of its food and products, and as such, HOPS FROG INC. is not responsible or liable for the food or products or any Order or attempted Order, in whole or in part, made in connection with this Site. You hereby release and agree to hold HOPS FROG INC. and its officers, directors, employees, agents, successors, divisions, distributors, suppliers and affiliates harmless from any and all liability for any damages, costs, expenses or losses arising out of or incurred in connection with any products and services offered by a Merchant through the Site and any Order submitted by you. THE FOOD PRODUCTS AND OTHER GOODS ARE OFFERED ON AN “AS IS,” AND “AS AVAILABLE” BASIS.
   * (b) By placing an Order, you accept all the terms and conditions in these Terms and/or applicable to the Order. You are responsible for paying all fees and applicable taxes associated with any Order you submit as such fees and taxes become due with a valid method of payment Request. The prices of the food and products set forth on the Site are subject to change. The final charges for each Order may contain additional processing, service and/or delivery fees as dictated by Merchant or any third-party payment Request processor. When you place an Order, prior to final submission, you will have an opportunity to review the final Order and accept the fees charged. Unless otherwise stated all fees are in U.S. Dollars. ALL SALES ARE FINAL. If technical problems or any other problems prevent or unreasonably delay processing or delivery (if applicable) of any Order, your sole and exclusive remedy is a refund of the price paid.
   * (c) To submit an Order, you must have a valid credit card and be an authorized user of the credit card. Prior to the placement of any Order, you must provide us with (i) a valid credit card number; (ii) your name as it appears on the card; (iii) the credit card type (i.e., VISA, AMEX); (iv) the credit card expiration date; and (v) any card ID number necessary to charge your credit card. Some situations may result in your Order being cancelled, including without limitation problems with respect to your credit card information.
   * (d) Special Offers; Promo Codes. Occasionally Merchants may make available through the Site special promotions of Merchant, which may include without limitation promotion or promo codes, or other promotional activity associated with an Order. These offers may be for a limited time only and are subject to change, alteration or termination by Merchant in its sole discretion at any time. Merchant, not HOPS FROG INC., is offeror of such promotions, and as such, HOPS FROG INC. is not responsible or liable for the promotions, promotion codes or other special offers, in whole or in part, made in connection with this Site. HOPS FROG INC. reserves the right, in its sole discretion, to not permit a promotion, promotion code or other special offer in connection with your Order and may charge you the full non-discounted amount for an Order even if you have provided a promo code or other discount information in connection with such Order.
3. User Names and Passwords. In order to access certain features on this Site and to place an Order, you may be required to create an account. You are responsible for protecting and maintaining the secrecy of your username and password. HOPS FROG INC. will not be responsible or liable for any loss or damage that results from your failure to comply with this security obligation. You are solely responsible for any and all activities that occur under your account, whether or not you have authorized such activities. You agree to immediately notify HOPS FROG INC. of an unauthorized use of your username or password. HOPS FROG INC. reserves the right to terminate any account at any time for any reason.
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   * (b) use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
   * (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;
   * (d) use any HOPS FROG INC. names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
   * (e) use any material or information, including images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
   * (f) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
   * (g) impersonate any third party or provide false information on your account information; or
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* + (a) you do not frame the Site or any portion of the Site;
  + (b) you do not deep link into the Site (i.e., you do not link into any page other than the home page of the Site);
  + (c) the hyperlink to the Site is not used in a way that suggests that HOPS FROG INC. endorses you or your website;
  + (d) the link to the Site is not used or presented in any way that disparages HOPS FROG INC. or tarnishes, blurs or dilutes the quality of HOPS FROG INC.’s names or trademarks or any associated goodwill; and
  + (e) the link to the Site is not displayed on any web page that displays objectionable content or links.
  + An "Acceptable Site" means a website that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that: (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts or hate speech; or (iv) violates or encourages others to violate any applicable law.

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2. Indemnity. By using this Site, you agree to indemnify, defend and hold HOPS FROG INC., its affiliates, shareholders, directors, officers, employees and agents (collectively, the HOPS FROG INC. Indemnitees”) harmless from and against any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to (i) your use of or access to this Site and/or any Content; or (ii) your violation of these Terms. You agree to cooperate as fully as reasonably required in the defense of any claim. HOPS FROG INC. reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you for which you will remain responsible for indemnifying and holding harmless the HOPS FROG INC. Indemnitees.
3. Limitation on Actions Brought Against HOPS FROG INC.. You agree that any claim or cause of action arising out of your use of this Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by HOPS FROG INC. to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.
4. Dispute Resolution. These Terms shall be governed exclusively by the laws of the State of Tennessee, without regard to its conflicts or choice of law rules. EACH PARTY ALSO HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION RELATED TO THESE TERMS. All disputes or claims arising out of or related to these Terms shall be determined exclusively by arbitration in accordance with the expedited rules of Judicial Arbitration and Mediation Services (“JAMS”) before a single arbitrator. Such arbitration shall be conducted in Nashville, Tennessee. The award of such arbitration shall be confidential, final, binding and non-appealable, except to the extent provided for in the rules of JAMS, and judgment on the arbitration award may be entered into any court having jurisdiction. Each party shall bear its own legal fees and costs. Notwithstanding the foregoing, a party may seek injunctive relief from any court of competent jurisdiction pending the outcome of any dispute resolution procedure set forth in this section. ARBITRATOR SHALL NOT AWARD ANY PARTY DAMAGES THAT ARE INCONSISTENT WITH THESE TERMS.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

Should this Section 14 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Nashville, Tennessee.

1. General. If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. HOPS FROG INC.’s failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Virginia without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms and the Privacy Policy as posted from time to time by HOPS FROG INC. on this Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.
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