

TERMS OF USE

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This web site, together with any sub-sites that are accessible through it, (collectively, this "Site") is owned, operated and maintained by My Boxed Lunch, Inc. ("My Boxed Lunch").

You must be at least 18 years of age to use this Site. By using this Site and agreeing to these Terms of Use you represent and warrant that you are at least 18 years of age.

Some portions of the Site may be subject to additional terms and conditions which will be available for your review prior to accessing them. Such terms and conditions will not change or replace these Terms of Use, unless otherwise expressly stated.

We reserve the right to modify, alter, update, or remove portions of these Terms of Use at any time without notice. All changes are effective immediately when we post them. Your continued use of the Site signifies your acceptance of any changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. User Conduct

To access the Site or some of its resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the site is correct, current and complete. You agree that all information you provide to register with the Site, or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy (www.myboxedlunch.com), and you consent to all action we take with respect to the information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your

account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

You agree to comply with all local laws and rules regarding online conduct and acceptable content, including applicable laws related to the transmission of technical data exported from the United States.

You agree not use the Site to:

- (a) Sell any products or materials.
- (b) Promote any events, materials, companies, or products.
- (c) Upload, post, send, email, transmit, publish, distribute, disseminate, communicate or otherwise make available ("Post") any content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, false, or inaccurate, invasive of another's privacy, hateful, or sexually, racially, ethnically discriminatory or is otherwise objectionable; (ii) you do not have the right to make available under any law or contractual or fiduciary relationship; or (iii) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- (d) Post or partake in any activity related to unsolicited or unauthorized advertising or promotional materials including, but not limited to, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- (e) Post any material that contains (or is linked to) any 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 telecommunication equipment such as, but not limited to, spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or any other malicious computer software.
- (f) Interfere with, or disrupt the Site or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- (g) Stalk or otherwise harass any other person.

- (h) Promote any criminal activity or provide instructional information about any illegal activities.
- (i) Solicit passwords or to collect or store personal identifying information from other users.
- (j) Impersonate any person or entity or forge anyone's digital or manual signature or attempt to gain unauthorized access to the Site or any other person's computers, software, or data.
- (k) Otherwise attempt to interfere with the proper working of the Site.

My Boxed Lunch reserve the right to do the following:

- (a) Remove any Posts or content it deems inappropriate for the Site, or for any or no reason.
- (b) To make all final decisions as to what is considered proper and improper for the Site.
- (c) To prohibit use of the Site by any user who, at the sole discretion of My Boxed Lunch, violates these Terms of Use. Such a prohibition may occur without notice to the user.
- (d) To investigate suspected violations of these Terms of Use, including the gathering of information from the user or users involved and the complaining party, if any. You authorize My Boxed Lunch and any of its affiliates, or service providers to cooperate with the following: (a) law enforcement authorities in the investigation of suspected criminal activities; and (b) system administrators at Internet service providers or other network or computing facilities, or other third parties, in order to enforce these Terms of Use.

You agree to indemnify, defend and hold My Boxed Lunch and its officers, directors, employees and agents ("Indemnities") harmless from any claims, damages, losses, costs (including reasonable attorney's fees) that arise out of any action taken by the Indemnities during or as a result of their investigation and/or from any actions taken as a consequence of such an investigation by the Indemnities or any law enforcement authority.

2. Disclaimers and Warranties

THE CONTENT AND MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR

IMPLIED. MY BOXED LUNCH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR OTHER MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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UNDER NO CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL MY BOXED LUNCH BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY DOWNLOADABLE MATERIALS, EVEN IF MY BOXED LUNCH OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MY BOXED LUNCH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO MY BOXED LUNCH, IF ANY, FOR ANY PRODUCTS OR SERVICES ON THIS SITE.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE ABOVE LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

3. Limited or Restricted Access

Access to certain areas of the Site is restricted. My Boxed Lunch reserves the right at its absolute and sole discretion to restrict access to any area of the Site, or even the whole Site.

4. Our Use of Your Content

For the purposes of these Terms of Use “your content” means any material (including, but not limited to text, images, audio material, video material and audio-visual material) that you submit to the Site, for any purpose.

You hereby grant My Boxed Lunch (including its parent, affiliates, subsidiaries, representatives and assigns, employees, advertising and promotional companies, or any person(s) or corporation(s) acting under its permission or authority) a worldwide, irrevocable, non-exclusive, perpetual, royalty-free license to publish, reproduce, distribute, videotape, photograph, record, create derivative works of, and/or otherwise use your content in any existing or future media. You also grant to us the right to sub-license these rights and the rights to bring action for infringement of these rights.

You warrant and represent the following with respect to your content:

- (a) It will not be illegal or unlawful, or infringe on any third party’s rights.
- (b) You will not submit any content to the Site that is or was ever the subject of any threatened or actual legal proceeding or other similar complaint.

5. Links to Third Party Websites

This Site may include links to third party websites. My Boxed Lunch has no control over such sites and you acknowledge and agree that My Boxed Lunch is not responsible for the availability of such sites and is not responsible or liable for any content, advertising, products or other materials on or available from such sites. You also acknowledge and agree that My Boxed Lunch shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such site.

6. Release and indemnity

You expressly and irrevocably release and forever discharge My Boxed Lunch, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debt, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereinafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of this Site and the products or services available on this Site.

You agree to indemnify, defend and hold harmless My Boxed Lunch, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, contractors, licensees, successors and

assigns from and against all claims, losses, expenses, damages and costs (including attorneys' fees) resulting from or arising out of or relating to (i) a breach of these Terms of Use; (ii) content posted on the Site; (iii) your purchase of or participation in any good or service offered by My Boxed Lunch, including, but not limited to invoice entry and menu display (as defined in the Site); or (v) or your violation of any rights of a third party.

7. Applicable Laws and Jurisdiction

You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding use of this Site and your purchase of the goods and services on this Site.

My Boxed Lunch controls the Site, excluding third party linked sites, from its corporate offices in the State of New Jersey, United States. My Boxed Lunch makes no representation that the content is appropriate or available for use in other locations, and accessing this Site or content from jurisdictions where such access or the content is illegal is prohibited.

These Terms of Use and the Site shall be governed and construed in the accordance with the laws of the State of New Jersey, United States, excluding the State's choice of law principles and all claims relating to or arising out of these Terms of Use or the Site whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of New Jersey, United States, excluding the State's choice of law principles.

Any dispute arising under or in connection with these Terms of Use or the Site, or is related in any manner to the subject of the Terms of Use or the Site shall be subject to the exclusive jurisdiction of the state and federal courts located in Bergen Country, New Jersey, United States.

8. Copyrights and Trademarks

The Site and content are the property of My Boxed Lunch and/or its licensors and are protected by the copyright and other laws in the United States and other countries. All copyright, trademark, and other proprietary rights in the Site and in the services, products, educational materials, recipes, software, text, graphics, design, elements, audio, music, and all other materials originated or used by My Boxed Lunch on the Site or elsewhere are reserved to My Boxed Lunch and its licensors.

In addition, the Site may contain trademarks, logos, and links to the web sites of third parties. Any domain names, URLs, trademarks, or logos appearing on the Site are the sole property of their respective owners.

9. Copyright Complaints.

Reporting Claims of Copyright Infringement

My Boxed Lunch takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Joseph Civita
My Boxed Lunch Consultants Inc.
185 Prospect Ave
Hackensack, NJ 07601
E:mai: info@myboxlunch.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter Notification Procedures

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter notification

with us (a "Counter Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

10. Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have the authority to bind My Boxed Lunch in any respect whatsoever. The failure of either party to exercise any right provided for in these Terms of Use shall not be deemed a waiver of any future rights hereunder. If any provision of these Terms of Use is found to be unenforceable or invalid, the provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect. My Boxed Lunch may transfer or assign or delegate these Terms of Use and its rights and obligations without consent. You agree that these Terms of Use are the complete and exclusive statement of the

mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Use, and that all modifications must be in a writing signed by both parties.

11. How to Contact Us.

This Site is owned and operated by My Boxed Lunch, Inc located at 185 Prospect Ave, Hackensack, NJ 07601. You can contact us by e-mail at info@myboxedlunch.com.

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