



## **BUSINESS TERMS**

Last Updated: September, 16 2022

These Business Terms (the “Business Terms” or “Agreement”) apply to Businesses (also referred to as “Reward Providers”) only (as that term is defined in our Terms of Service). By using the grpvyn Service, you agree to these Business Terms, our Terms of Service, and our Privacy Policy. If you do not agree to abide by any of these policies, you are required to immediately using and accessing the Service.

To the extent there is a conflict between the following and the User Terms, these Business Terms will prevail. Any capitalized terms not defined herein shall have the definition set forth in the User Terms.

### **ADVERTISING**

Grpvyn Inc. , its affiliates, representatives, agents, and licensees (collectively, “grpvyn”) may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you. Additionally, grpvyn reserves the right to use, at its discretion, any and all content collected from data provided by your business or your customers for advertising and marketing initiatives. Businesses enrolled in our pilot program also acknowledge that all content, digital or otherwise, including, but not limited to pictures, videos, quotes from your business or its’ customers are the property of grpvyn and can be used at grpvyn’s discretion for subsequent marketing and advertising purposes.

### **RESTRICTIONS**

We are under no obligation to enforce the Terms on your behalf against a User. While we encourage you to let us know if you believe a User has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

You agree not to, and will not assist, encourage, or enable others to use the Site to:

- Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination, or engage in any act that would effect any of the foregoing;
- Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a business account and as expressly permitted by grpvyn;
- Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's



search results or any third party website, or to send any communication in violation of the law, these Business Terms, or the User Terms;

- Solicit personal information from minors, or submit or transmit pornography; or
- Violate any applicable law.

You also agree not to, and will not assist, encourage, or enable others to:

- Violate the Terms;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by grpvyn;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- Reverse engineer any portion of the Site;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- Record, process, or mine information about other users;
- Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- Reformat or frame any portion of the Site;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on grpvyn's technology infrastructure or otherwise make excessive traffic demands of the Site;
- Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature;
- Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may



reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

## **COMMUNICATIONS THROUGH THE SERVICE**

You warrant and represent that all communications made by you on, through, or with respect to the Service will comply with (a) all applicable laws, rules and regulations, (b) these Business Terms, (c) our Privacy Policy, and (d) the User Terms, including without limitation the rules set forth in the section thereof entitled “Communications Through or About the Service.”

As part of the Service, you may elect to send and receive messages to customers through Twilio or a similar text messaging platform (the “Text Platform”). If you so choose, you acknowledge and agree that:

- (a) You own and are solely responsible for your engagement with and communications through the Text Platform, and that grpvyn has no liability with respect to any activity on or via the Text Platform, whether by you or any third party (authorized or unauthorized);
- (b) That you are familiar with all relevant laws, regulations, and rules with respect to text communications, including without limitation the Telephone Consumer Protection Act of 1991 (TCPA), the U.S. Foreign Corrupt Practices Act, and rules established by the Federal Communications Commission; and
- (c) That you will indemnify and hold harmless grpvyn for any liability arising from activity conducted on or via the Text Platform, whether by you or any third party (authorized or unauthorized).

## **INTELLECTUAL PROPERTY RIGHTS**

(i) Grpvyn is the sole and exclusive owner of all right, title and interest in and to any data provided to grpvyn by your business or your customers or any end user to grpvyn in connection with the grpvyn Service, including, without limitation, all rewards data, email and/or other contact information (“Customer Data”). As such, you shall not, unless the applicable customer has separately taken all steps necessary to opt in to provide contact information to you, be provided with or otherwise have access to the Customer Data.

(ii) Grpvyn owns all right, title and interest in and to the grpvyn Service (which includes, for purposes of clarity, all software and/or mobile applications related thereto) including, without limitation, any intellectual property rights and any improvements, modifications, enhancements or refinements thereto. Except as expressly set forth in the Agreement, all intellectual property rights are otherwise reserved by grpvyn. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any portion of the grpvyn Service, intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying or such intellectual property.

(iii) Grpvyn hereby grants to you a limited, non-transferable, non-exclusive, revocable license to access and use grpvyn’s hosted business web profile (the “Profile”) for internal business



purposes so long as your account with grpvyn remains current and active. If grpvyn provides you with a password to access the Profile, you are solely responsible for protecting the password and for any authorized or unauthorized use made of the password. The Profile, and all source code, object code, software, copyrights and other intellectual property associated therewith, are and shall remain the sole and exclusive property of grpvyn. You shall refrain from permitting any third party to use your password or otherwise access the Profile. Grpvyn shall have the right to terminate the license granted hereby immediately in the event that you have breached any terms or conditions set forth in the Agreement or your grpvyn account is otherwise terminated for any reason. Grpvyn reserves the right to terminate your contract and charge a fee of one month missed charges of \$150.37 (based on the early cancellation fee of \$4.93 per day and an average of 30.5 days per month).

(iv) Without limiting any of grpvyn's rights set forth in the Agreement, grpvyn reserves the right, in its sole discretion but without any obligation on its part, to reject, remove, delete and/or cancel any information or content displayed or posted on its' platform, the grpvyn website, any portion of the grpvyn Program, and/or within any print/digital materials, including without limitation any information and/or content that, in grpvyn's view, contains content or links which do not meet grpvyn's specifications or requirements. In addition, grpvyn shall be entitled, in its sole discretion and without notice to any party, to redesign and/or modify all or any portion of the grpvyn Service (including without limitation any mobile application and/or software) at any time.

## **ACCOUNT SETUP - INFORMATION WE COLLECT**

A. **Third Party Platform Credentials.** At the time you sign up for the Service, we collect your login information (including without limitation your username and password) for third party platforms that you use to receive orders from customers (including, but not limited to, Grubhub, Seamless, ChowNow, UberEats, Delivery.com, Postmates, Beyond Menu and/or 9fold), and other third party platforms used by you (including, but not limited to, Yelp, Google, and/or TripAdvisor) (collectively, the "Third Party Platforms"). By providing this information to us, you give grpvyn the authority to access the Third Party Platforms using your credentials, to act on your behalf, and/or to setup a new administrative account if required, as determined by grpvyn in our sole discretion. By providing this information, you give grpvyn permission to communicate with the Third Party Platforms in your name or the name of your restaurant and to add a menu item to your third party's platform used for delivery. If you do not provide the required information needed to complete your grpvyn account setup within one month after sign up, grpvyn reserves the right to terminate your contract and charge a fee of one month missed charges of \$150.37 (based on the early cancellation fee of \$4.93 per day and an average of 30.5 days per month).

B. **Payment Information.** The payment information provided to grpvyn will be used to set up the Text Platform, should you elect this option during sign-up. The Text Platform will be set up in your restaurant's name and using your contact information, as provided to grpvyn, unless otherwise specified by you. Your Text Platform will be linked to your grpvyn account and will allow you to send text messages to customers to, among other things, invite them to join the rewards program, inform them of rewards and orders, and give customers access to a direct ordering link. The Text Platform will be owned by you upon setup, and you will be responsible for all activity associated therewith and all charges to your Text Platform account.



The Text Platform may be recharged automatically in accordance with Twilio's Terms of Service. By opting to set up the Text , you acknowledge and agree that you have read and agree to Twilio's [Terms of Service](#), [Privacy Policy](#), and any other policies promulgated by Twilio concerning the Text Platform. Grpvyn will not be responsible for, nor shall it intervene with enforcement of, any non-compliance with Twilio's Terms of Service, Privacy Policy, and/or any other policies promulgated by Twilio.

## **BILLING**

a. General. Please note that the billing policies that are disclosed to you in subscribing to the service are deemed part of this Terms of Service. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Service.

b. Billing. grpvyn bills you through your online account (your "Billing Account") for use of the Service. You agree to pay grpvyn all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize grpvyn to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. grpvyn reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Grpvyn reserves the right to pass on any cost related to processing of monthly charges.

c. Payment per Order (for restaurants on grpvyn prior 3/30/2020). The pricing plan selected by you sets the amount charged per order placed by your customers who are part of grpvyn's rewards program. When a customer joins your rewards program, they will receive credit for each order placed since your restaurant has been on the grpvyn platform. As such, any prior orders made by a grpvyn since your restaurant has been on the grpvyn platform will be back charged according to your contracted rate. Failed redemptions are not charged on a per point basis. After your first redemption, grpvyn allows for a two week grace period without adding any additional charges. After the two week (14 calendar day) grace period, any failed redemption is subject to a \$2.50 charge. Failed redemptions award customers with five dollar (\$5.00) and direct orders with multiple dollar or ten percent (10%) of the order's subtotal; however, you may choose to offer customers more dollar (up to \$6.00 total) by notifying grpvyn in accordance with these Business Terms and/or the Terms of Service. It is within grpvyn's sole discretion to promote different values or percentages of the order subtotal. Orders placed through the direct ordering link positioned by grpvyn on a third party platform will be charged the standard rate for such order, independently of whether the customer is an active grpvyn user.

d. Payment on Savings (for restaurants that joined grpvyn after 3/30/2020, or if manually upgraded through written agreement). The pricing plan sets the amount charged per dollar saved. "Savings" are calculated by multiplying the contracted marketing commission rate (as outlined as marketing service rate on the delivery app's statement) of a restaurant by the Total Dollars (as defined below) pushed through the commission free link (defined as "Nitrosite/OOL orders" on Grubhub/Seamless) reduced by the estimated cost for rewards successfully redeemed this month. It is the restaurant's responsibility to inform grpvyn about any changes in the contracted marketing commission rate. The estimated food cost for rewards are to be established within grpvyn's sole discretion. "Total Dollars" is defined by the sum of "Subtotal" and "Delivery Fees" on a restaurant's delivery order. Grpvyn reserves the right to



offer the first reward of a customer at a discounted rate to incentivize customers to return to the platform. Should the savings of any such discounted reward not cover the estimated cost of the reward based on grpvyn's discretion, grpvyn offers to reimburse any additional cost at the end of a month. After your first redemption, grpvyn allows for a two-week (14 calendar day) grace period without adding any additional charges. After the two-week grace period, any failed redemption is subject to a \$2.50 charge. Failed redemptions award customers with five dollar (\$5.00) and direct orders with multiple dollars or ten percent (10%) of the order's subtotal; however, you may choose to offer customers additional dollar or percentages of the order subtotal by notifying grpvyn in accordance with these Business Terms and/or the Terms of Service. It is within grpvyn's sole discretion to promote different dollar values or percentages of the order subtotal.

e. Flatrate (for restaurants that joined grpvyn after 12/23/2021, or if manually upgraded through written agreement). The pricing plan is billed for the different grpvyn services as below:

- Rewards - \$149.95/month or \$1,439.40 if paid annually
- Marketing - \$129.95/month or \$1,247.40 if paid annually

f. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

g. Recurring Billing. Our subscription plans to the Service consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. grpvyn may submit periodic charges (e.g. monthly) without further authorization from you, until you cancel your subscription in accordance with this agreement. Any cancellations made will take effect as of the next billing cycle. You may change your payment method or cancel your paid membership by a provider of your chosen Payment Method (the "Payment Method Provider") in your settings on the Service or by emailing us at [hello@grpvyn.com](mailto:hello@grpvyn.com). For your convenience, we take your payment information so that your grpvyn membership will not be interrupted. We auto-renew your membership at the level you selected. Your grpvyn subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate (if applicable). You may cancel in your settings on the Service or by sending us an email at [hello@grpvyn.com](mailto:hello@grpvyn.com). Cancellation of your subscription will result in a one-time cancellation fee, in the amount then posted on the Service (the "Cancellation Fee"), unless other grandfathered into prior payment plan / agreement. Except as subsequently amended in accordance with these Terms, the Cancellation Fee will be equivalent to a daily fee (as set forth below) multiplied by the number of days left in your membership. The daily fee will be as follows: for In-House Services, \$3.25; for Delivery Services, \$4.93. If you have made use of both In-House Services and Delivery Services, the daily fee for Delivery Services will apply. You acknowledge and agree that the Cancellation Fee is nonnegotiable and non-refundable.



h. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY GRPVYN IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE IN YOUR SETTINGS ON THE SERVICE. YOU AGREE TO ACCEPT THE CONTINUING CHARGES IF YOU FAIL TO PROVIDE GRPVYN ANY OF THE FOREGOING REQUIRED INFORMATION OR CHANGES THERETO.

i. Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that grpvyn is authorized to charge your Payment Method. grpvyn may submit those charges for payment and you will be responsible for such charges. This does not waive grpvyn's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

j. Discount. Signup discounts offered are only eligible under the one-year or two-year plan, if not otherwise stated.

k. Late Fee. Any payment delayed ten days or more will be subject to a 10% late fee, which will be applied to the next recurring payment. Late fees are accumulative.

l. Redemption Dashboard. If you choose the redemption dashboard to be delivered with a tablet, additional costs apply as follows. The tablet is subject to a \$19.90 charge every month (plus standard shipping cost). The charges will be added to grpvyn's monthly charges and will be submitted as part of the recurring charges as outlined in subsection (g) above. If you decide to leave the grpvyn platform, the tablet has to be returned via mail within 30 days after terminating the contract with grpvyn. If the tablet is not returned within 30 days, you are subject to a charge of \$100. Tablet replacement costs are as follows: \$50, if the tablet is functional (as determined by grpvyn in its sole discretion) and \$100, if the tablet is no longer functional.

#### **CONFIDENTIAL INFORMATION**

For the purposes of this Agreement, "Confidential Information" shall include, but shall not be limited to, any and all technical and non-technical information and proprietary information, including without limitation, writings, diagrams, programs, procedures, techniques, sketches, drawings, models, intellectual property including all trademarks and copyrighted material, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services of grpvyn, its suppliers and customers, grpvyn's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information.



“Confidential Information” shall also include the existence of your relationship with grpvyn and the content of any agreement between you and grpvyn, except where otherwise provided by grpvyn in writing. You understand that grpvyn has expended great effort protecting its Confidential Information and any confidential information about its clients.

You will use grpvyn’s Confidential Information solely for the purposes necessary to use the Service, and in accordance with these Terms. You agree that you shall treat all Confidential Information of grpvyn with at least the same degree of care as you accord to your own Confidential Information, and you represent that you exercise reasonable care to protect your own Confidential Information. You agree not to communicate any information to grpvyn in violation of the rights of any third party. You will immediately give notice to grpvyn of any unauthorized use or disclosure of Confidential Information. You agree to assist grpvyn in remedying any such unauthorized use or disclosure of Confidential Information.

You and your employees shall not, during the term of these Terms of thereafter, disclose to anyone other than authorized employees of grpvyn (or persons designated by such duly authorized employees of grpvyn) or use for your own benefit (except as necessary to use the Service for its intended purpose), any information of a confidential nature, including but not limited to, information relating to: any such materials, data, or intellectual property; any of grpvyn’s projects or programs; the technical, commercial or any other affairs of grpvyn; or any confidential information which grpvyn has received from a client, a patron of your business, or other third party.

Notwithstanding the foregoing, you shall not be liable for disclosing Confidential Information if you can show by a preponderance of the evidence that:

- (i) The information was in the public domain at or subsequent to the time it was communicated to you by the disclosing party through no fault of your own;
- (ii) The information was rightfully in your possession free of any obligation of confidence at or subsequent to the time it was communicated to you by the disclosing party; or
- (iii) The information was developed by you or your employees or agents independently of and without reference to any information communicated to you by the disclosing party.
- (iv) If you required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under these Terms, you agree to provide grpvyn with prompt written notice so as to provide grpvyn with a reasonable opportunity to protect such Confidential Information.
- (v) You hereby acknowledge that a breach of the foregoing obligations would cause grpvyn to suffer a loss which could not be adequately compensated for by damages and consents that in addition to any other remedy or relief available to it, grpvyn may enforce the performance of this subsection by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages to



grpvyn and notwithstanding that damages may be readily quantifiable and Contractor covenants that it will not plead sufficiency of damages as a defense to any proceeding for such injunctive relief brought by grpvyn.

## **OUR RIGHT TO USE YOUR CONTENT**

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Finally, you irrevocably waive, and cause to be waived, against grpvyn and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

## **OWNERSHIP**

As between you and grpvyn, you own Your Content. We own the grpvyn Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Site Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the grpvyn Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the grpvyn Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the grpvyn Content are retained by us.

## **INDEMNITY**

You agree to indemnify, defend, and hold grpvyn, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "grpvyn Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) your violation of any contract or agreement with any third party, including without limitation any third party's Terms of Service, Privacy Policy, or similar policies, (iv) any products or services purchased or obtained by you in connection with the Site, (v) order confirmations for the grpvyn dashboard, or (vi) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Grpvyn reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of grpvyn. Grpvyn will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.



## **PAYMENTS**

(i) When you provide your payment information to grpvyn, you are providing grpvyn with an authorization to process any and all payments as outlined in this Agreement. In certain instances, the payment processing may not occur immediately, and your payment may show as “pending” during this time period. In addition, grpvyn may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. Grpvyn will release any funds authorized in excess of the amount of the actual transaction at the time the transaction settles.

(ii) You will be responsible for any sales, use, value-added or import taxes, customs duties or similar taxes assessed in accordance with applicable law with respect to the provision of the grpvyn Service.

## **SHIPPING; SHIPPING COSTS AND TAXES**

To the extent any purchase on the Service requires us to ship an item to you, your total price will include the price of the product plus any applicable shipping costs and sales tax. The shipping costs will depend on your shipping address; sales tax will depend on both your shipping address and the sales tax rate in effect at the time you make a purchase. If goods sold over the internet are not taxable in your state, you will not be charged a sales tax.

If your item is not shipped, is shipped to the wrong address, is lost in transit, or arrives damaged or broken, please email us at [hello@grpvyn.com](mailto:hello@grpvyn.com).

## **GENERAL TERMS**

Upon termination of this Agreement, your rights to use and access the Service will immediately cease and you will cease using and accessing the Software.

Regardless of where the Software is installed, as part of providing the Service, grpvyn may collect data related to the use and performance of the Service. The parties acknowledge that grpvyn is free to collect and analyze such data and other information relating to the provision, use and performance of the Service for the purpose of improving the Service provided that you cannot be identified and such data is used solely in an aggregate or other de-identified form.

Grpvyn reserves the right to add and remove restaurants and their associated Third Party Platforms ( such as any Delivery Partner) at any time for any reason or no reason.

You will pay grpvyn in accordance with the payment terms set forth on our website during the registration process, in our Terms of Service, and in accordance with the Privacy Policy, and other policies of the company used to process your payment. If you are paying via credit card, you authorize grpvyn to charge the fees due hereunder (and any other charges you may incur



in connection with the Service (such as taxes)) to your provided payment instrument in advance on a periodic basis in accordance with the payment terms. You are responsible for keeping your payment instrument and all associated information (such as the expiration date of a credit card) current at all times. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not promptly update your payment instrument information, (a) grpvyn reserves the right to suspend your access to the Service until such time as payment is successfully settled, including past due payments, if any and (b) you authorize grpvyn to continue charging its payment instrument, as it may be updated. If your use of the Service requires the payment of additional fees, you hereby authorize grpvyn to charge such additional fees to your payment instrument in the following pay cycle. All fees shall be paid in U.S. dollars. All fees paid are non-refundable. You agree to pay the costs and expenses incurred by grpvyn or on behalf of grpvyn in connection with the collection of any unpaid charges and fees. You agree to cover any additional bank charges associated with all grpvyn payments and fees. Grpvyn is not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. You will be responsible for all taxes in connection with this Agreement (excluding taxes based on grpvyn' net income). Billing will commence on the first billing date. Billing will commence on the first or fifth day of each month, dependent on your pricing plan.

You acknowledge and agree that when one of your customers signs up to be a user of the Service (or when you enroll a customer or enable a customer to enroll as a user of the grpvyn service), whether through the grpvyn website or otherwise, such customer shall be deemed a customer of grpvyn (“**Customer**”), and grpvyn shall have the perpetual and irrevocable right to use, in connection with its business activities, all information made available to grpvyn hereunder and will continue to have the right to communicate with Customers and provide the Service in relation to such Customers, in each case even after the expiration or termination of this Agreement. To the extent you enroll a Customer as a user of the grpvyn service (or enable a Customer to enroll) or provide grpvyn with data and information (including a cellular or mobile number or other personally identifiable information) of any person who provides such information to you, you represent and warrant that you have (a) informed each such person of the grpvyn Terms of Service and Privacy Policy and that such person may receive text messages or other communications from grpvyn, and (b) obtained all necessary consents and rights required (i) to share that information with grpvyn, and (ii) so that grpvyn may so communicate with each such person and otherwise use such data and/or information in any manner that complies with grpvyn’s Privacy Policy. In connection with your use of Customer information and the Service, and your administration of your reward program, you shall comply with all applicable law and any written policies provided by grpvyn to you from time to time, including grpvyn’s Privacy Policy located at <https://www.grpvyn.com/legal/>. You shall include an opt-out notice in any communications that you deliver to any Customers, and will comply with any opt-out requests made by Customers.

You hereby agree and acknowledge that grpvyn may, from time to time, offer and administer a program currently referred to as the “Membership Status” program. Pursuant to such program, grpvyn members that are sufficiently active using the grpvyn Program can achieve various levels of status. Grpvyn shall have sole discretion in determining the activity required to obtain each of the status levels within the Membership Status program from time to time. Grpvyn members that have achieved any such level of status may be entitled to receive discounts on rewards and/or other benefits across the entire grpvyn network, including



without limitation at each of your locations. You hereby agree to honor all such discounts and recognize such status, except to the extent you have opted out of participation in the grpvyn Membership Status program by written notice.

You hereby agree that grpvyn reserves the right to use grpvyn credit accumulated by Users at a Business in any way grpvn sees fit, and grpvyn is able to give another user's credit to a different user.

You agree not to disable grpvyn's access to your delivery data throughout the duration of your contract and to notify grpvyn immediately via email at [hello@grpvyn.com](mailto:hello@grpvyn.com) if you change, amend or cancel your delivery platform(s) or encounter any technical or other issues with respect to the access to delivery data for as long as you make use of the Service. By using the Delivery Service, you agree to state on your website and/or platform that all customers are eligible for your rewards platform and that ordering online automatically grants eligibility for rewards unless they opt out.

If your restaurant temporarily ceases its operations for a finite period of time, grpvyn's services will be paused for that period of time automatically. The duration of time for which your restaurant's operations have ceased will be added to the remainder of your contract. You have the obligation to inform grpvyn immediately should you cease your operations, as well as plans for continuing your operations.

You agree that in the event of an early termination of your contract, your grpvyn customer's earned rewards balance will be automatically leveled up to their next reward and the restaurant will fulfill their reward in full upon request.

If your business offers table service, you agree to ensure that any table tent(s) or similar materials provided by grpvyn are clearly visible to customers seated in your establishment for as long as you make use of the Service and for the period agreed in the contract. If your business takes payment from seated customers, you agree to place the grpvyn table card in the check book for all checks given to customers, for as long as you make use of the Service.