

## TERMS AND CONDITIONS OF USE

AS USED HEREIN, THE TERMS "YOU" AND "USER" SHALL MEAN ANY VISITOR TO THE SITE.

### 1. Accepting These Terms

PLEASE READ THE URBANE SOCIETY LLC ("URBANE") TERMS AND CONDITIONS OF USE (THESE "TERMS OF USE") CAREFULLY. BY COMPLETING THE APPLICATION PROCESS, ACCESSING OR USING [WWW.URBANESOCIETY.COM](http://WWW.URBANESOCIETY.COM), THE URBANE MOBILE APPLICATION (THE "APP"), URBANE SOCIAL MEDIA PLATFORMS, OR ANY OTHER URBANE-OWNED WEBSITE (COLLECTIVELY, THE "SITE"), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN URBANE'S SOLE DISCRETION. WE WILL NOTIFY YOU OF CHANGES TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS SITE AND IF YOU HAVE REGISTERED WITH US WE WILL ALSO SEND AN E-MAIL TO YOU AT THE LAST E-MAIL ADDRESS YOU PROVIDED TO US. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR USE THE SITE.

### 2. Privacy

Privacy is important to our users. The Urbane Privacy Policy (the "[Privacy Policy](#)"), incorporated herein by reference, details how your information is used when you access the Site or utilize any of the Urbane Services (as defined in the Privacy Policy).

Use of this Site may be monitored, tracked and recorded. Anyone using this Site expressly consents to such monitoring, tracking and recording. You are responsible for being familiar with the current version of these Terms and Conditions posted on the Site during each session.

### 3. Access and Content

To obtain access to the Site as a user, you are required to obtain a login to the Site, by completing an application form providing your name, e-mail address and other information and linking your Facebook and LinkedIn accounts to the Site. When registering as a user you must (a) provide true, accurate, current and complete information about yourself as requested by the application form for the Site, and (b) maintain and promptly update throughout the Term such information to keep it true, accurate, current and complete. Your user account login is personal to you and may not be shared or used by anyone else. Urbane reserves the right to accept or reject a user application in its sole and absolute discretion.

You are strictly prohibited from unauthorized use of our systems or this Site, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this website. You agree to keep confidential all user ID information and passwords issued or designated in connection with the Site, and to use such user information and passwords only for lawful purposes.

Certain functions of the Site will require you to have an active internet connection. To obtain the highest functionality, you should connect to Wi-Fi. Urbane cannot take responsibility for the App not working at full functionality if you do not have access to Wi-Fi.

### 4. Membership Benefits

Membership with Urbane enables members to take advantage of offers, added value and/or benefits at participating restaurants ("[Restaurants](#)") and other vendors that may become available. Our service consists of access to our Site and the platform contained therein in which we make certain incentives and discounts to products and services offered by Restaurants available to you (the "[Service](#)").

Through the App, and upon Urbane's acceptance of your membership application, you will be provided with a member ID to use at Restaurants. You must link an acceptable payment method(s) to your member ID to take advantage of the Restaurant discounts or incentives. You acknowledge that there are certain restrictions on what card types you may use. You acknowledge that you forfeit the right to Restaurant discounts if you use cash or a card that is not associated with your member ID at a Restaurant. You agree that member ID is personal to you and may not be used by anyone else. You acknowledge that to use your member ID at Restaurants you will need to provide an additional form of identification.

## **5. Reliance on Information Posted**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Urbane, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Urbane. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. The Site may be linked to Third Party Service Providers for your convenience, including, but not limited to reservation system or booking system providers. We are not responsible or liable for any interruption, cessation, malfunction or any other fault of any Third Party Service Providers.

We use our best endeavors to keep the information on the Site up-to-date and complete. But, you acknowledge and agree that (a) we are dependent on the Restaurants providing to us all appropriate information, and changes to such information; (b) Restaurants may withdraw, cancel, vary or in any way change at any time without notice, any discount, reward, meal validity period, or other benefit previously offered or expressed as available to you as a member; and (c) Restaurants may cease to participate in Urbane at any time. Accordingly, we shall not be liable to you if (x) a Restaurant ceases to participate or ceases to offer any particular benefit of membership to Urbane members; and/or (y) the benefits or exclusions information on the Site for a Restaurant are not current and/or are incomplete.

## **6. Intellectual Property Rights**

The Site and its entire contents, features and functionality (including but not limited to all information, code, content, drawings, graphics, metadata, meta tags, marking information, page format and style, pictures, phrases, product descriptions, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, the compilation of all of the foregoing and all intellectual property rights and goodwill associated therewith) (collectively referred to as "Site Content") are owned by Urbane, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Urbane reserves all rights in and to the Site Content. Urbane does not grant you any right, title or interest in or to any part of the Site Content.

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action to jeopardize, limit or interfere in any manner with Urbane's rights in and to the Site Content. You agree not to portray Urbane, its products or this Site in a false, misleading, derogatory or otherwise offensive manner. Urbane reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the Site Content. This Site may contain Site Content owned or licensed by third parties. All restrictions set forth in these Terms of Use equally apply to all Site Content owned or licensed by third parties.

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#### **7. Links from this Site**

If this Site contains links to other sites these links are provided for your convenience only. Urbane has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Sites.

#### **8. Geographic Restrictions**

The owner of this Site is based in the United States. Urbane provides this Site for use only by persons located in the United States. Urbane makes no claims that this Site or any of its content is accessible or appropriate outside of the United States. Access to this Site may not be legal by certain persons or in certain countries. If you access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **9. Prohibited Uses**

You agree that (a) you will not engage in any activities related to this Site that are contrary to applicable law, regulation or the terms of any agreements you have with us; and (b) in circumstances where locations of this Site require identification for access, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals. You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages, data or the content contained herein, to communicate with others, or for any other unauthorized purpose without our prior expressed written permission. You agree that you will not upload any content to the Site which is unlawful or libelous, or which is, or which may reasonably be construed to be, harmful, offensive, fraudulent, threatening, untrue, malicious, harassing or obscene. You agree that you will not use the Site, nor permit others to use the website, for commercial purposes unrelated to the business of Urbane, nor to harass, threaten, track or stalk third parties.

WE OR OUR SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY OR, IF NO DATE IS STATED, THE DATE OF FIRST POSTING. WE DO NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY INFORMATION ON THIS SITE. FURTHERMORE, NO DISTRIBUTION OR SOLICITATION IS MADE BY US TO ANY PERSON TO USE THIS SITE OR THE INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THIS SITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

#### **10. Payment Terms**

You will pay us fees for use of the Site in accordance with the then current payment and pricing terms set forth on our Site, such fees are subject to change at any time. All payment shall be made

by credit card or such other payment methods that we may make available in the future at our sole discretion. You understand that we automatically charge your credit card annually in advance, depending on the membership plan you have, unless and until you cancel your account in accordance with Section 11. We may suspend or cancel your access to the Site if you fail to pay the fees in full on time.

Urbane uses Plaid Technologies, Inc. (“Plaid”) to gather End User’s data from financial institutions. By using our service, you grant Urbane and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy - <https://plaid.com/legal>.

## **11. Term and Termination**

These Terms of Use are effective and you will continue to be billed until we terminate your account or you properly cancel your account.

If you no longer want Urbane to make active use of your information, you may make a request to Urbane by sending an e-mail to [membership@urbanesociety.com](mailto:membership@urbanesociety.com), placing “Delete My Account and Personal Information” in the subject line and including your first name, last name and e-mail address in the body of the e-mail. Your request to have such information deleted will be processed within thirty (30) days of Urbane’s receipt of your e-mail. Please note that Urbane may be required to retain certain information as set forth herein and in the Urbane & Plaid’s Privacy Policies.

You may cancel your account with Urbane within 24 hours of the first billing and obtain a refund. You will not obtain a refund if you cancel after the 24 hour period.

We have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site. We have the right to terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use without advance notice.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND AGREE TO HOLD HARMLESS URBANE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **12. APPLE APP STORE AND GOOGLE PLAY**

The App is currently available on the Apple App Store and the Google Play Store. You acknowledge that these Terms of Use are solely between you and Urbane, not Apple or Google, and that neither Apple nor Google have any responsibility for the App or content thereof. You acknowledge that Apple and/or Google may have their own terms of use that apply to

downloading the App from either the Apple App Store or the Google Play Store and you may be required to comply with such additional terms of use.

### **13. LIMITATION OF LIABILITY**

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE SITE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE SITE) IS PROVIDED "AS IS" AND "AS AVAILABLE". WE, OUR AFFILIATES, AND ANY THIRD PARTY PROVIDERS:

- ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE SITE;
- DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR A PARTICULAR PURPOSE;
- DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE SITE AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION; AND
- WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS SITE, ANY INCOMPATIBILITY BETWEEN THE SITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND OUR CONTROL.

NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING OUR RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE (a) FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES WHOSE PRODUCTS AND/OR SERVICES ARE ADVERTISED AND/OR SOLD VIA THE SITE OR VIA THE WEBSITE OF AN AFFILIATED VENDOR; OR (b) FOR ANY LOST PROFITS, LOST OPPORTUNITIES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE SITE OR ANY PORTION THEREOF, OR THE PURCHASE OF PRODUCTS OR SERVICES ADVERTISED OR SOLD VIA THE SITE OR THE WEBSITE OF AN AFFILIATED VENDOR, REGARDLESS OF WHETHER WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. URBANE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION RELATING TO ANY USE OF ANY RESTAURANT OR ANY OTHER THIRD PARTY AND ANY LIABILITY RESULTING FROM ANY ACT OR OMISSION SHALL BE STRICTLY BETWEEN THE USER AND THE RESTAURANT OR THIRD PARTY. IN ANY EVENT, IF URBANE IS FOUND LIABLE TO YOU FOR WHATEVER REASON RELATING TO ANY USE OF OR INABILITY TO USE THE SITE OR ANY PORTION THEREOF, OR THE PURCHASE OF PRODUCTS OR SERVICES ADVERTISED OR SOLD VIA THE SITE OR THE WEBSITE OF AN AFFILIATED VENDOR, SUCH LIABILITY SHALL BE LIMITED TO \$100.00 IN THE AGGREGATE.

### **14. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS URBANE, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR USE OF OR INABILITY TO USE THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY USE OF THE SITE CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE SITE.

#### **15. Governing Law and Jurisdiction**

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Harris County, Texas, and you agree that venue is proper and convenient in such forum. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **16. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **17. Waiver and Severability**

No waiver by Urbane of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Urbane to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **18. Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Urbane with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

#### **Your Comments and Concerns**

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