

## TimeToCater.com Terms of Use

**Effective Date: May 13, 2013**

Rewards Catering LLC d/b/a Time to Cater ("we," "us" or "Time to Cater") operates a service (the "Service") that may be accessible through certain portions of the website located at [www.timetocater.com](http://www.timetocater.com) (the "Site") and that may allow users to, among other things, (a) provide information regarding catering and other services, and/or (b) place orders to purchase food and beverage related goods and services from caterers and other service providers (collectively, the "Catering Partners").

These Terms of Use and any additional terms or conditions that we post on the Site from time-to-time ("Terms") set forth the terms and conditions under which you may access and use the Site, Service and/or any other service, application, software, plug-in, component, functionality or program created or made available by Time to Cater on the Site.

**IF YOU ARE USING THE SITE ON BEHALF OF AN ENTITY, YOU REPRESENT TO US THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS, AND YOU AGREE TO THESE TERMS ON BEHALF OF THAT ENTITY AND ON BEHALF OF YOURSELF. IF YOU DO NOT AGREE TO THESE TERMS (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS, REGISTER WITH OR USE THE SITE.**

Please read the Terms carefully. By accessing, using or registering with the Site, you represent and warrant that you have read and agree to these Terms and that you have the legal capacity to do so. If you do not agree to the Terms (without modification), do not access or use the Site or Service.

Time to Cater reserves the right to modify or change these Terms at any time without prior notice to you. If Time to Cater modifies or changes these Terms, it will also revise the "Effective Date" at the top of this page. The most current version of these Terms can be reviewed by clicking on the "Terms of Use" hypertext link located on the Site. Your continued access to and/or use of the Site after Time to Cater posts any revised Terms constitutes your agreement to any such revised Terms.

**PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OR ON THE SITE TO THE CONTRARY, THE SITE IS PROVIDED WITHOUT ANY WARRANTIES AND SUBJECT TO LIMITATIONS ON REWARDS CATERING'S LIABILITY. THESE TERMS ARE CONTAINED IN SECTIONS 7 AND 8 BELOW.**

### **1. THE SITE AND SERVICES**

**1.1. License to Use the Site.** Conditioned upon and subject to your strict compliance with the Terms, Time to Cater grants you a revocable, personal, non-exclusive, non-transferable, limited license to enter and use the Site (a) for the purpose of obtaining information regarding Time to Cater's Service, (b) if you are a Registered User, to place an order for catering goods and/or services (a "Catering Order") and/or an order for the delivery of food or a "carry out" food order to be picked up by you (each a "Self-Service Order"), (c) if you are a Catering Partner, to access and use your online account, and (d)

for other purposes expressly permitted by Time to Cater in writing on the Site, in each case to the extent the applicable functionality is made available to you from time-to-time.

**1.2. Use of the Site.** You agree not to enter or use the Site for any purpose that is not expressly permitted by these Terms, or is otherwise unlawful. You further agree to comply with all applicable laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Site.

**1.3. Information Provided.** If you provide any information to us, you agree to provide only true, accurate, current and complete information.

**1.4. Restrictions.** You agree not to, without first obtaining Time to Cater's express written permission, (a) use any of its trademarks as metatags on other web sites, (b) use the Site in any manner that is illegal or impairs the operation of the Site or its availability or usage by others, and/or (c) display any part of the Site in frames (or any content via in-line links). You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, and not to insert any code or product or manipulate the Site in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Site except for customary search engines used in accordance with automated instructions directed to search engines and available on the Site.

You shall not (i) use the Site or Service to harass others; (ii) prevent others from using the Site or Service; (iii) use the Site or Service for any fraudulent or unlawful purpose, or (iv) authorize or encourage any third party to do any of the foregoing. Without limiting the foregoing:

1. You may not attempt to harm, disrupt, or otherwise engage in activity that diminishes the Site, computer systems and network, or the Service.
2. You may not attempt to interfere with any other person's or entity's use of the Service.
3. You may not misrepresent your identity or impersonate any person or entity.
4. You may not attempt to gain access to any account, computers or networks related to the Service without authorization.
5. You may not attempt to obtain any data through any means from the Service, except if we intend to provide or make it available to you.
6. You may not use the Service to send, either directly or indirectly, any unsolicited bulk e-mail or communications or unsolicited commercial e-mail or communications.
7. You may not use the Service for defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (including without limitation the rights of privacy and publicity) of others.

8. You may not use the Service to send or otherwise make available any material protected by intellectual property laws unless you own or control the rights to such material or have received all necessary consents.
9. You may not use the Service to send or otherwise make available any material that contains viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of another's computer or property.
10. You may not use the Service to download any material sent by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner.
11. You may not use the Service to violate any code of conduct or other guidelines which may be applicable to the Service or the Site.
12. You may not use the Service to harvest or otherwise collect information about others, including e-mail addresses.
13. You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by Time to Cater in connection with the Site or Service.
14. You may not attempt to contact a Catering Partner directly for purposes of circumventing the Service.

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of Time to Cater.

**2. REGISTERED USERS.** This section applies only to Registered Users, as defined below.

**2.1. User Accounts.** You will be required to register with the Site in order to submit a Catering Order and/or a Self-Service Order. If you register with our Site and we issue an account to place such orders to you (each a "User Account"), you shall be referred to as a "Registered User." You agree that you alone will be using your User Account and that you will not permit any other individual, company, or other entity to use your User Account.

**2.2. Catering Orders.** If you place a "Catering Order", Time to Cater may, in its sole and absolute discretion, (a) decline the Catering Order, or (b) convey the Catering Order to one or more of its Catering Partners. The Catering Partner(s) may, in their sole and absolute discretion, (y) decline to fill the Catering Order, or (z) submit a proposed menu to Time to Cater detailing, *inter alia*, entrees and other food items and any applicable terms and conditions. Time to Cater will use reasonable efforts to convey any proposed menu(s) to you. If you or Catering Partner requests any changes to the proposed menu, Time to Cater will use reasonable efforts to communicate such changes between you and Catering Partner. Unless Time to Cater expressly agrees otherwise in writing, you agree to negotiate exclusively through Time to Cater or its Service regarding any Catering Order.

**2.3. Cancellation of Catering Orders.** Registered Users may not cancel any Catering Order within forty eight (48) hours of the scheduled delivery of such Catering Order. Additional terms and conditions from the applicable Catering Partner may apply.

**2.4. Self-Service Orders.** If you place a Self-Service Order, Time to Cater will use reasonable efforts to convey your Self-Service Order to the applicable Catering Partner. You may not cancel Self-Service Orders.

**2.5. Payment Method.** All amounts payable hereunder must be made by a credit card designated by Registered User. If Time to Cater does not receive payment from the applicable card issuer or its agents, Registered User agrees to pay all amounts due immediately upon demand. Registered User agrees to promptly notify Time to Cater of changes to (a) the account number or expiration date of its designated card, and/or (b) its billing address. Registered User also agrees to promptly notify Time to Cater if its card is canceled.

**2.6. Payments for Catering Orders.** Registered User hereby authorizes Time to Cater to charge its designated card for any Catering Order on the date on which the Catering Order is to be delivered.

**2.7. Payments for Self-Service Orders.** Registered User hereby authorizes Time to Cater to charge its designated card for any Self-Service Order on the date on which such Self-Service Order is submitted to Time to Cater.

**2.8. Terms and Conditions Applicable to Catering Orders and Self-Service Orders.** Time to Cater is not an agent of any Registered User or Catering Partner. Time to Cater is not responsible for any Catering Partner's failure to deliver any Catering Order and/or Self-Service Order, or failure to comply with any terms and conditions application to any such Catering Order and/or Self-Service Order.

**2.9. No Sales by Time to Cater.** Time to Cater does not sell goods, and makes no warranty or representation as to the availability or quality of any food, beverages and/or other items purchased from Catering Partners. Notwithstanding the fact that Time to Cater may communicate terms and conditions between you and a Catering Partner with respect to Catering Orders and/or Self-Service Orders and may collect payments from you, the sale of any products and services pursuant to a Catering Order and/or Self-Service Order is solely between you and Catering Partner, and not Time to Cater. Accordingly, Time to Cater shall have no duties to you, fiduciary or otherwise, in connection with any Catering Order and/or Self-Service Order and/or any subsequent purchase, and, to the extent that any such duties are now or hereafter implied by these Terms or otherwise by law, such duties shall be deemed waived by you. Without limiting the generality of the foregoing, Time to Cater shall have no responsibility (a) for any Catering Partner's delivery of, or failure to deliver or otherwise make available, any products or services purchased through the Service, or (b) to otherwise perform any of the Catering Partner's obligations with respect to such products or services.

**2.10. Refund Policy.** Except for any payment made for a Catering Order or Self-Service Order that you did not receive, all payments due hereunder are non-refundable.

### **3. INTELLECTUAL PROPERTY**

**3.1. General.** Except for content that is in the public domain, the Site and all information, communications, software, photos, video, graphics, music, sounds, and other original content, material and services (collectively, "Content") on the Site, as well as the selection and arrangement of the Content, is owned by (or licensed to) Time to Cater or its suppliers and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws, and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in these Terms, all rights in and to the Site and Content are expressly reserved by Time to Cater and its licensors.

**3.2. Use of Content.** Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute documents or information from the Site in any form or by any means without prior written permission from us. Any unauthorized use of the Content appearing on the Site may violate copyright, trademark, and/or other applicable laws and could result in criminal or civil penalties.

**3.3. User Content.** In the event that the Site provides you an opportunity to post, store and exchange information, materials, data, files, programs, ideas and opinions ("User Content"), and that you post, store or exchange such User Content, you (a) grant Time to Cater a royalty-free, non-exclusive, worldwide, irrevocable and sublicensable (through multiple tiers) perpetual license to use, modify, create derivative works from, store, transmit, distribute, publish, copy, publicly display and publicly perform, any User Content in any format or medium now known or later developed, with or without attribution; and (b) represent and warrant to Time to Cater that you have the right to upload or otherwise submit such User Content to us and to grant Time to Cater the licenses granted in this section.

**3.4. Trademarks.** TIME TO CATER and the related logos are trademarks of Time to Cater, and may not be copied, imitated or used, in whole or in part, without Time to Cater's prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Time to Cater or its licensors and may not be copied, imitated, or used, in whole or in part, without Time to Cater's prior written permission.

#### **4. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.**

Time to Cater respects the intellectual property rights of others, and expects you to do the same. We may terminate your use and access to the Site and Service if we believe that you are infringing the intellectual property rights of others or are aiding or threatening such infringement.

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify our Designated Agent as provided below.

Pursuant to Title 17, United States Code, Section 512(c)(2), Time to Cater designates Chris Gorrell as its agent designated to receive notification of claimed copyright infringement ("**Designated Agent**"). The address of the Designated Agent is 611 Olive

St., St. Louis, MO 63101. The telephone number of the Designated Agent is 855-912-2837. The email address of the Designated Agent is support@timetocater.com.

Please provide the Designated Agent the written information specified below:

1. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed upon;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity as well as a description of where the material that you claim is infringing is located on the Site, including a universal resource locator ("URL") address;
4. Your name, mailing address, telephone number, and e-mail address;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### **5. THIRD PARTY CONTENT, SITES, AND SERVICES.**

The Service contains features and functionalities that may link you or provide you with certain functionality and access to third party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Time to Cater has no control over such sites and resources or their privacy policies. Such links are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

We are not responsible for any third party content you access with the Service, and you irrevocably waive any claim against us with respect to such sites and third-party content. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

#### **6. LINKING TO THE SITE.**

Subject to the further provisions of this Section, Time to Cater welcomes links to the Site from other web sites. If Time to Cater demands that you not link to the Site, or any portion of the Site, you agree that you will not, directly or indirectly, link to the Site or such portion of the Site as directed in our demand, at any time after such demand is made.

#### **7. REPRESENTATIONS AND WARRANTIES.**

You expressly acknowledge and agree that your use of the Site and Service is at your sole risk. The Site and the Service are provided on an “**AS IS**”, “**WITH ALL FAULTS**”, and “**AS AVAILABLE**” basis. Time to Cater makes no representations or warranties relating to the Site and/or Service including, without limitation, representations or warranties that (a) the Site or Service shall meet your requirements, (b) the operation of the Site will be uninterrupted or error free, (c) the Site will be secure; or (d) any defects in the Site will be corrected. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REWARDS CATERING AND ITS AFFILIATES, RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND/OR SUPPLIERS, INCLUDING THE CATERING PARTNERS, (COLLECTIVELY, THE "TIME TO CATER PARTIES") HEREBY DISCLAIM ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT TIME TO CATER PARTIES KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE WITH RESPECT TO THE SITE AND SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REWARDS CATERING FURTHER DISCLAIMS ANY AND ALL WARRANTIES, AND/OR REPRESENTATIONS OF QUIET ENJOYMENT, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SITE AND SERVICE.** Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

## **8. LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL REWARDS CATERING BE LIABLE FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE, OR (B) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS, THE SITE AND/OR SERVICE, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF REWARDS CATERING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE A REASONABLY FORESEEABLE CONSEQUENCE OF A BREACH OF THIS AGREEMENT OR A TORT THAT FALLS WITHIN THE SCOPE OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Time to Cater's total liability to you for any damages arising out of or in any way connected with these Terms, the Site or Service, whether for breach of contract, in tort or otherwise, exceed ten dollars (\$10).

WE MAY CHANGE THE SITE AND/OR SERVICE OR DELETE FEATURES AT ANY TIME AND FOR ANY REASON. WITHOUT LIMITING THE GENERAL NATURE OF THE LIMITATION OF LIABILITY ABOVE, THE REWARDS CATERING PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR (A) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT,

THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, (B) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA, (C) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF THE SITE AND/OR SERVICE, (D) ANY INCOMPATIBILITY BETWEEN THE SITE AND/OR SERVICE AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (E) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE SITE AND SERVICE IN AN ACCURATE OR TIMELY MANNER, OR (F) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SOFTWARE, WEBSITES AND SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS.

**9. RELEASE.** In the event that you have a dispute arising from your use of the Site and/or any Catering Order and/or Self-Service Order, whether with any Registered User, Catering Partner, or otherwise, you release Time to Cater (and its officers, directors, agents, affiliates, suppliers and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with the similar effect of California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section.

**10. INDEMNIFICATION.**

You agree to indemnify, defend and hold harmless, Time to Cater, its affiliates and their respective officers, directors, employees, agents, licensors, representatives, and third party providers (each an "Indemnified Party"), from and against any and all liability, losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees, incurred by any Indemnified Party in connection with any claim arising out of (a) your access and/or use of the Site and/or Service, (b) any breach, or alleged breach, of any of these Terms by you, (c) if you are a Registered User, any claim brought against us by any Catering Partner relating to you, and (d) if you are a Catering Partner, any claim brought against us by any Registered User or other user of the Site or Service relating to you.

Time to Cater reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Time to Cater in asserting any available defenses.

**11. SECURITY.**

Information transmitted on the Internet and/or stored on systems attached to the Internet such as ours is not 100% secure. As a result, we do not ensure, warrant or guarantee the security or integrity of such information. We will not be responsible for disclosure of any information due to errors in transmission or the unauthorized acts of third parties.



## **12. CHOICE OF LAW AND FORUM SELECTION.**

These Terms, and all matters arising out of or relating to these Terms, shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the conflict of law provisions thereof. Please note that your use of the Site and Service may be subject to other local, state, national, and international laws. You consent to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to these Terms must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

**13. NOTICES.** Notices to Time to Cater shall be sent to Time To Cater, 611 Olive St., Suite 1205, St. Louis, MO 63101.

## **14. MODIFICATIONS TO THE SITE.**

For the avoidance of doubt, Time to Cater may modify, suspend, discontinue and/or restrict the use of all or any portion of the Site at any time for any reason (or for no reason) and without notice or liability.

## **15. TERMINATION OR SUSPENSION.**

Time to Cater may, in its sole discretion, terminate or suspend your access to and/or use of the Site, or any portion thereof, at any time, with or without notice and for any reason (or no reason) including, without limitation, if we believe your conduct violates any of the above guidelines governing your conduct. You agree that if your authorization to access or use the Site is terminated, you will not thereafter enter, or attempt to enter, the Site, directly or indirectly, and if your authorization to enter the Site is suspended, you will not thereafter enter, or attempt to enter, the Site, directly or indirectly, until your suspension is removed and Time to Cater gives you express notice thereof. Upon termination of your access to and use of the Site, Time to Cater may, in its complete discretion, retain or remove all or any part of content posted by you to the Site.

## **16. MISCELLANEOUS.**

If any provision of these Terms is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of these Terms shall remain in full force and effect.

No right or remedy conferred by these Terms is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

Time to Cater may provide notice to you relating to these Terms by sending an e-mail to your last known e-mail address, if any, your last known postal address, if any, or posting a notice on the Site, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Site. A printed version of these Terms, as amended from time to time, and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Time to Cater to insist upon or enforce strict performance by you of any provision of these Terms shall not be construed as a waiver of any provision or right. If Time to Cater brings any suit against you to enforce these Terms or otherwise in connection with your use of the Site, you agree that if Time to Cater prevails in such suit Time to Cater shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

All rights not expressly granted herein are reserved to Time to Cater.

Time to Cater may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void.

The section titles in the Terms are for convenience only and have no legal or contractual effect.