

Terms of Service

Effective Date: Jun 16th 2016

This website, our computing applications and the data, information, tools, updates and similar materials delivered or provided by us (collectively, the "Service") are provided as a service of iwaspoisoned.com, LLC d/b/a DineSafe.org (hereinafter "DineSafe.org," "we" or "us"), subject to your agreement to and compliance with the conditions set forth in this Terms and Conditions Agreement (the "Agreement"). This Agreement sets forth the legally binding terms and conditions governing your use of the Service. By using the Service or otherwise entering into this Agreement, you are creating a binding contract with us. If you do not agree to these terms and conditions, you may not use the Service.

We may revise or update this Agreement by posting an amended version through the Service and making you aware of the revisions. Your use of the Service following an update to this Agreement (or other acceptance method) is considered acceptance of the updated Agreement.

License

As long as you are in compliance with the conditions of this Agreement and all incorporated documents, we hereby grant you a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive right and license to access and use the Services and materials thereon that are intended to be displayed publicly. No rights not explicitly listed are granted.

Incorporated Terms

The following additional terms are incorporated into this Agreement as if fully set forth herein:

- [1. Privacy Policy](#)
- [2. Copyright Policy](#)
- [3. Complaint Policy \(including Privacy and Trademark\)](#)

Disclaimer

While we make reasonable efforts to ensure that the Service remains generally available, we do not represent or warrant that access to the Service will be error-free or uninterrupted, or without defect, and we do not guarantee that users will be able to access or use the Service, or its features, at all times.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part thereof, with or without notice.

The Service is solely for entertainment and informational use only. The Service is not a healthcare or medical provider. Please consult with your medical advisor before making any health-related decisions.

You agree that we are not responsible for any healthcare decisions that you may make.

The Service may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice.

We may not screen, approve, endorse, limit or select who can post information on the Service, and you agree that we have no obligation or duty to do so. Although we may review, edit, remove or modify information from or on the Service, we do not control the sources of this information, and do not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information. In addition, although we reserve the right to review, remove or edit any content from the site, we may not routinely screen, monitor, or review the content on the Service, including representation made by users of Service. **YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY SUCH INFORMATION. YOUR RELIANCE ON ANY SUCH INFORMATION IS AT YOUR OWN RISK.**

Eligibility

You must be at least thirteen (13) years old to use the Service.

You are not eligible to use the Service if doing so would violate any U.S. law or regulation, including but not limited to export controls or restrictions.

By using the Service, you represent and warrant to us that you meet these eligibility requirements.

Rules of Conduct

Your use of the Service is conditioned on your compliance with the terms of this Agreement, including but not limited to these rules of conduct.

You agree, and represent and warrant, that you will not violate any applicable law or regulation in connection with your use of the Service, and will not cause personal injury, property damage, or harm of any kind to any party through your use of the Service.

You agree that you are responsible for all of the conduct engaged in through your account or in your capacity as a user of the Service.

You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
- interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service by means of hacking or defacing;
- transmit to or make available in connection with the Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect the email address or other

- contact information of other users of the Service;
7. scrape or collect content from the Service via automated means;
 8. submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to us;
 9. register for more than one user account; or,
 10. impersonate any other person or business.

You are not licensed to access any portion of the Service that is not public, and you may not attempt to override any security measures in place on the Service.

Notwithstanding the foregoing rules of conduct, our unlimited right to terminate your access to the Service shall not be limited to violations of these rules of conduct.

Content Submitted or Made Available to Us

You are under no obligation to submit any suggestions, information, ideas, comments, documents, questions, notes, plans, drawings, proposals, graphics, text, information, links, profiles, audio, photos, software, music, sounds, video, comments, messages or tags, or similar materials ("Content") to us, and unless otherwise noted, we will not claim ownership of any Content. If, however, you choose to submit any Content through or on the Service, or otherwise make available any Content through the Service, you hereby grant us a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Content, including without limitation distributing part or all of the Content in any media format through any media channels.

By submitting any Content to us you hereby agree, warrant and represent that: (a) the Content does not contain proprietary or confidential information, and the provision of the Content is not a violation of any third-party's rights; (b) all Content is accurate and true, (c) we are not under any confidentiality obligation relating to the Content; (d) we shall be entitled to use or disclose the Content in any way; and (e) you are not entitled to compensation or attribution from us in exchange for the Content.

You acknowledge that we are under no obligation to maintain the Service, or any information, materials, Content or other matter you submit, post or make available to or on the Service. We reserve the right to withhold, remove and/or discard any such material at any time.

Content Shared Through the Service

You understand that by sharing information on the Service, you may be revealing information about yourself that you may include. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that we shall not be held responsible, and we shall be released and held harmless by you from any liability or damages arising out of such conduct.

Our Intellectual Property

Our graphics, logos, names, designs, page headers, button icons, scripts, and service names are our trademarks, trade names and/or trade dress. The "look" and "feel" of the Service (including color combinations, button shapes, layout,

design and all other graphical elements) are protected by U.S. copyright and trademark law. All product names, names of services, trademarks and service marks ("Marks") are our property or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement.

You acknowledge that the software used to provide the Service, and all enhancements, updates, upgrades, corrections and modifications to the software, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the software (or any enhancements, corrections or modifications) and any and all documentation therefor, are and shall remain our sole and exclusive property or that of our licensors, as the case may be. This Agreement does not convey title or ownership to you, but instead gives you only the limited rights set forth herein.

Passwords and Accounts

You are responsible for controlling the access to and use of your account. Always make sure that your password is kept as confidential. You understand and agree that we may assume that instructions from an individual associated with your account are authoritative and should be acted upon. We are not responsible for any unauthorized access to your account or profile, and any ramifications of such access, and are not required to take action to disable any account.

Subscriptions and Fees

As more fully described on the Service, certain elements of the Service may require fees for access (the "Paid Service").

We may use a third-party payment processor (the "Payment Processor") to charge you through an online account for use of the Paid Service. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor.

You agree to pay us, through the Payment Processor, all charges for the Paid Services that you access, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method").

If you wish to cancel, upgrade or downgrade your subscription, you may do so at any time through your account. Any charges incurred prior to cancellation or downgrade are non-refundable. If you upgrade your subscription, you will be charged the difference in your current subscription and the upgraded subscription at that time, and you will be charged the price for the upgraded subscription on an ongoing basis until cancellation. If you downgrade your subscription, you will be charged the reduced price at the beginning of the next term.

We will automatically charge your Payment Method for the next period at the end of each subscription period, as further identified on the Service and at purchase. If you purchase a subscription, it may result in recurring charges to your Payment Method, and you agree that we may charge such amounts until such a time as your subscription expires or you cancel the subscription, depending on the subscription type. WE MAY SUBMIT PERIODIC CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED

THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT.

Your account will be considered delinquent if payment in full is not successful when a charge is initiated. Unless specified in an invoice, amounts due are exclusive of all applicable taxes, levies, or duties, and you will be responsible for payment of all such amounts.

In addition to other applicable remedies, we reserve the right to suspend and/or terminate your access to the Service and/or terminate this Agreement if your Payment Method is declined or fails and your account therefore is delinquent. Charges to delinquent accounts are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.

Data Collection and Use

You understand and agree that our [Privacy Policy](#) shall govern the collection and use of data obtained by us through your use of the Service.

Enforcement and Termination

We reserve the right to deny all or some portion of the Service to any user, in our sole discretion, at any time. All grants of any rights from you to us related to Content or other materials, including but not limited to copyright licenses, shall survive any termination of this Agreement. Further, your representations, defense and indemnification obligations survive any termination of this Agreement.

Links and Third-Party Content

The Service may contain links. Such links are provided for informational purposes only, and we do not endorse any website or services through the provision of such a link.

The Service may contain articles, text, imagery, video, audio, data, information and other similar materials originating from third-parties. We do not endorse any third party content that may appear on the Service or that may be derived from content that may appear on the Service, even if such content was summarized, collected, reformatted or otherwise edited by us.

DISCLAIMERS AND LIMITATION ON LIABILITY

EXCEPT WHERE NOT PERMITTED BY LAW OR AS OTHERWISE PROVIDED HEREIN, YOU AGREE AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND WE, AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND IN AND TO THE SERVICE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE, EVEN IF WE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the foregoing, in the event that a court shall find that the above disclaimers are not enforceable, then you agree that neither we nor any of our subsidiaries, affiliated companies, employees, members, shareholders, officers or directors shall be liable for (1) any damages in excess of \$500.00 or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Service. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

SOME STATES, INCLUDING NEW JERSEY, MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

INDEMNIFICATION

You agree to defend, indemnify and hold us and our suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) Content you submit, post to or transmit through the Service (b) your use of the Service, (c) your violation of the Agreement, (d) any personal injury or property damage alleged to have been caused by you relating to your use of the Service, and (e) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Service.

GOVERNING LAW AND JURISDICTION

You agree that any claim or dispute arising out of or relating in any way to the Service will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal

arbitration law apply to this agreement. The laws of the State of New York shall govern this Agreement, and shall be used in any arbitration proceeding.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: admin@iwaspoisoned.com

Arbitration under this Agreement will be conducted by the American Arbitration Association (AAA) under its rules then in effect, and shall be located in New York, NY. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

You and us agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both you and us agree that parties have each waived any right to a jury trial.

Notwithstanding the foregoing, you agree that us may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

To the extent arbitrations does not apply, you agree that any dispute arising out of or relating to the Service, or to us, may only be brought by you in a state or federal court located in New York, NY. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

POLICIES FOR CHILDREN

The Service is not directed to individuals under the age of 13. In the event that we discover that a child under the age of 13 has provided personally identifiable information to us, we will make efforts to delete the child's information if required by the Children's Online Privacy Protection Act. Please see the Federal Trade Commission's website for (www.ftc.gov) for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your internet service provider for more information.

GENERAL

Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

Revisions. In the event that we update this Agreement, you may be required to re-affirm the Agreement, through use of the Service, or otherwise.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Service.

Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without our prior written consent, and any unauthorized assignment by you shall be null and void.

No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: admin@iwaspoisoned.com

Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Service, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

COPYRIGHT POLICY

If you believe in good faith that any material posted on our Service infringes the copyright in your work, please contact our copyright agent, designated under the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

Copyright Agent
Iwaspoisoned.com d/b/a DineSafe.org
322 w 52nd Street #633
New York, New York, 10101

Email: admin@iwaspoisoned.com
Fax: +1-855-687-7418

COMPLAINT POLICY (INCLUDING TRADEMARK AND PRIVACY)

If you believe in good faith that any material posted on the Service infringes any of your rights other than in copyright, or is otherwise unlawful, you must send a notice to admin@iwaspoisoned.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Service that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the Service;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message that complies with all of these requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to the poster of the claimed violative material, or any other party.