

VENDOR MANUAL



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CONTACT US

Do you have any questions or comments? We are available!

Contact Vendor Sales department in your city for: menu updates, pricing changes, contact changes, adding a location, etc.

San Francisco – vendorsalesSF@cater2.me
New York – vendorsalesNY@cater2.me
Chicago – vendorsalesCH@cater2.me
Washington D.C. – vendorsalesDC@cater2.me
Boston - vendorsalesBOS@cater2.me
General – vendorsales@cater2.me

Contact the Operations team in your city for: changes to orders, scheduling, if you are running late, order cancellations, etc.

San Francisco – proposals@cater2.me
New York – proposalsNY@cater2.me
Chicago – proposalsCH@cater2.me
Washington D.C. – proposalsDC@cater2.me
Boston - proposalsBOS@cater2.me
General – proposals@cater2.me

Want to give us a call?

San Francisco – (415) 343-5160
New York – (646) 559-1151
Chicago – (312) 380-5141
Washington D.C. – (202) 350-1493
Boston – (617) 982-2837

ONLINE DASHBOARD

Sign in on the upper right corner of our website



The Vendor Online Dashboard is your main reference point for everything you need to complete orders with Cater2.me. Cater2.me will email you a link to set-up your account password to access the dashboard.

Dashboard Features:

- View upcoming orders up to 2 weeks in advance
- Print orders, labels, and menus for upcoming orders
- Review client feedback

To access the Vendor Online Dashboard go to www.cater2.me and click on the “Sign In” button on the upper right hand side. Enter your username and password.

You can review upcoming orders and access all order information. You can also review and print order confirmations, menus and labels for any of your orders. **It is important to print your order and labels to bring to the order.**

Your ratings

Your schedule

Your confirmed orders will be green

Click on the blue order info to expand and see all the order details

Print the order confirmation, labels and menu for all your orders

You must click this button to confirm that you have received an order or any order updates, including cancellations

All unconfirmed orders will be marked with a red box

You can review client feedback from completed orders: There is a 1 to 5 rating for food, service and portioning. You will also see public comments from clients, and your on-time delivery rating score determined by your text message check-in on the day of the order.



RECEIVING ORDERS

Receiving Orders

Each order will be sent to you over email. This is what it looks like:

Click here to confirm this order

Hi Mark,

Congratulations! We've confirmed an order for you! Confirm your receipt of this order by [clicking here](#).

Please see the attached order confirmation sheet and labels. **Print out the order detail sheet and labels and bring with you to this order. Please double check all allergen tagging on the labels. If you see any errors, call us immediately.** If you have any questions about this order, please call us directly at the number below

Order Summary:
Order ID: 90945
Headcount: 10

Menu/Price Detail (see specific order notes for detail on repeated items):

Item Name	Price	Quantity	Subtotal
Burger Bar (Entrée)	\$7.00	10	\$70.00
Burger Bar: Hamburger (Entrée)	\$0.00	5	\$0.00
Burger Bar: Chicken Breast (Entrée)	\$0.00	3	\$0.00
Burger Bar: Garden Burger (Entrée)	\$0.00	2	\$0.00
Burger Bar: Toppings (Entrée)	\$0.00	1	\$0.00
Burger Bar: Bacon (Side)	\$1.00	5	\$5.00
Burger Bar: Cheddar, Gouda, Jack, Provolone, Swiss, and Cream Cheese (Side)	\$0.50	6	\$3.00
Fruit Salad (Side)	\$3.00	5	\$15.00
Steak Fries (Side)	\$2.00	5	\$10.00
Burger Bar: Grilled mushrooms (Side)	\$1.00	4	\$4.00
Burger Bar: Sauteed onions (Side)	\$0.50	4	\$2.00
Delivery Charge (Delivery charge)	\$20.00	1	\$20.00

Pre-Tax Price: \$129.00
Tax: \$9.98
Total: \$138.98

Please make sure your delivery is on time and delivered in one trip.
 We look forward to working with you in the future!

Price of items Quantity of items

Order ID and headcount

Total price of the order; any updates for updated orders will be included in bolded text

In the email will be two attachments. You must print both:



The **C2me Order Confirmation** attachment contains detailed instructions on the order, delivery instructions and set-up details. **You must print this attachment for every order.** See page 5 for an example of an order form.

The **C2me Order Labels** attachment contains item description and allergen information. **This attachment must be printed and brought along for every order.** See page 6 for an example of a label sheet.

ORDER FORM EXAMPLE

Cater2.me **UPDATED AT:** 11-05-13, 05:42 PM **Page 1 of 2**
 YOUR CATERING IS OUR BUSINESS **Order Confirmation: 21903**

Company: Client Name: Vendor: Vendor Name:
 DELIVERY DATE: Wed, 11/13/13

TIME TO ENTER BUILDING: 10:45 AM **1522**
TIME TO FINISH SET-UP: 11:30 AM
 When entering the building, text this code to (646) 480-6699

Contact Name: Last, First
 Employees: 256
 If you're late, lost, or encounter any issues, call Cater2.me for assistance: (646) 559-1151

Delivery Logistics:
 Address: 350 5th Avenue 25th floor, New York, NY 10118
Delivery Instructions: Deliver to Empire State Bldg loading dock on north side of 33rd btw 5th and 6th. Go to elevator, enter and press C. Exit straight to security check. Have ID ready. Say you're from Cater2me and going to Client. Follow signs to elevator for 23&25th floors
Food setup instructions: Team 1 goes to 25th floor. You'll be in a break room. Set up on the counter behind ping pong table. Team 2 goes to 23rd floor. Take a right out of elevator. Go through door. Set up in kitchen on right

Bring the following:
 CATER2.ME LABELS *SERVING UTENSILS*

Order Instructions:
Key Notes: Split order equally between 23rd and 25th floors. Server keeps hot trays in warming bag and takes them out to replenish. Also does portion control
 No ternos allowed
 If serving salad, all cheese and dressing should be on the side.

Menu (6 different items):

Quantity	Item	Item Count (6 items)
7	Heritage Pork Meatballs (full Tray) (servings = 15) <i>(G)(D)(N)(E)(S) contains alcohol</i> Cut into small pieces. 3.5 full trays to each floor *All toppings are served on meatballs. All fresh bread, parmesano cheese	Entrée, Item 1 of 6
4	Beef Short Rib Stew (Full Tray) (servings = 20) <i>(G)(D)(N)(E)(S) contains alcohol</i> Cut into small pieces. 2 full trays to each floor Grass-fed beef short ribs cooked with red wine, carrots, onions and broccoli	Entrée, Item 2 of 6
8	Seasonal and Root Vegetable Shepherds Pie (Half Tray) (servings = 7) <i>*(G)(N)(E)(S) contains alcohol</i> 2 full trays to each floor A classic mashed potato casserole pie topped with a puree of seasonal and root vegetables	Entrée, Item 3 of 6

MENU CONTINUED ON NEXT PAGE

Questions? Reach us at proposalsNY@cater2.me or (646) 559-1151 **Order ID & Date: 12064 - 21903; 11/13/2013**

Time to enter building and time you must complete set-up

Details on delivery

Specific instructions on how to set up the order

You will find any special instructions about the order in this section, including information about allergies

Text this code when you enter the building

A reminder to bring serving utensils, plates, napkins, cutlery, etc., which are required for every order

You will find any special instructions about preparing the dish - i.e. prepare vegan, nuts on the side

LABEL SHEET EXAMPLE

You must take cut labels to each order

Menu item name

Menu item does not contain the following allergens

Vendor name

The key to allergens

Order ID: 25264 Date: Thursday, 12/19/13	
CUT ALONG DOTTED LINES. PLACE LABELS IN FRONT OF PLATTERS / TRAYS	
<p>Vendor Name</p> <p style="text-align: center;">MUSHROOM BULGUR**</p> <p style="text-align: center;"><i>Cracked bulgur with fresh mushrooms</i></p> <p style="text-align: center;"><small>(D)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>	<p>Vendor Name</p> <p style="text-align: center;">MUSHROOM BULGUR**</p> <p style="text-align: center;"><i>Cracked bulgur with fresh mushrooms</i></p> <p style="text-align: center;"><small>(D)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>
<p>Vendor Name</p> <p style="text-align: center; border: 1px solid black; padding: 2px;">EGGPLANT CAPONATA**</p> <p style="text-align: center;"><i>Roasted eggplant, onion and tomatoes</i></p> <p style="text-align: center;"><small>(G)(D)(N)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>	<p>Vendor Name</p> <p style="text-align: center;">EGGPLANT CAPONATA**</p> <p style="text-align: center;"><i>Roasted eggplant, onion and tomatoes</i></p> <p style="text-align: center;"><small>(G)(D)(N)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>
<p>Vendor Name</p> <p style="text-align: center;">CHICKEN CILANTRO</p> <p style="text-align: center;"><i>Sliced chicken breast with bell peppers, onions, cilantro and tomatoes</i></p> <p style="text-align: center;"><small>(G)(D)(N)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>	<p>Vendor Name</p> <p style="text-align: center;">CHICKEN CILANTRO</p> <p style="text-align: center;"><i>Sliced chicken breast with bell peppers, onions, cilantro and tomatoes</i></p> <p style="text-align: center;"><small>(G)(D)(N)(E)</small> <small>Cater 2.me</small> <small>YOUR CATERING IS OUR BUSINESS</small></p>
<p>Allergen Key</p> <p>* Vegetarian ** Vegan (G) Gluten Safe (D) Dairy Safe (N) Nut Safe (E) Egg Safe (S) Soy Safe</p>	

CONFIRMING ORDERS

Cater2.me will assume that the order is confirmed unless you respond with a cancellation. We will continue to send you emails until you click the confirm link.

Accepting Order – click the link in the Order Confirmation email

Cancelling Order – If you cannot fulfill the order or have any questions, please give us a call right away.

DAY OF ORDERS

It is the day of the order! Our operations team will be with you from start to finish to ensure everything goes smoothly. Here is what to expect:

Morning Confirmation

You will receive a morning text message confirmation (if you cannot receive text messages we will call you). We need to have a day of confirmation for every order.

Text Check-In Upon Arrival at Order

When you arrive at the order, please text the confirmation code provided on the top right corner of your order confirmation sheet.

Running Late for an Order?

You are welcomed and encouraged to contact Cater2.me as soon as you think the order might be late – do not wait until you are actually late. The more accurate the information we have, the better service we can provide for our customers. We do NOT provide our clients phone numbers or email addresses.

Again, if you or your delivery driver are running late (even 5-10 minutes) call our Ops team immediately. This is our late procedure. **We will keep calling you until we get in contact with the driver.**

DELIVERY CHECKLIST

Please make sure your delivery driver brings the following:

- Order Confirmation Sheet
- Labels
- Serving utensils, plates, cutlery and napkins
- Pushcart (if necessary)
- Anything else specified in the "Bring the following" or "Order instructions" sections of the Order Confirmation sheet

If you are running late, please call our Ops team IMMEDIATELY. See late procedure on page 7.

SETTING UP CHECKLIST

Are you or your delivery person ready to set up? Make sure to:

- Text check-in code (found on upper right of order confirmation sheet) upon arrival
- Bring all items in one trip – bring your own push cart
- Lay out trays and platters
- Place labels in front of the trays
- Open the trays
- Place serving utensil needed for every tray
- Check with the office manager to see if the lids should be saved

SERVING GUIDELINES

In order to best serve our clients in a consistent manner, Cater2.me has established a set of guidelines for deliveries. Please follow the guidelines below to ensure that the client is served properly.

Labels



All dishes should be labeled with the Cater2.me labels provided. Please do not write on the lids of the aluminum trays, as the tops are removed. Do not tape the labels to any part of the trays; instead, place them directly in front of each dish.

Provide disposable serving utensils for ALL meals. If clients have their own, you may keep yours, but always be prepared.

Serving Utensils



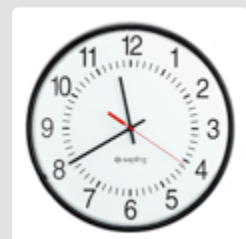
Cart



Please be sure to have a cart or multiple carts depending on the size of the order to ensure that the delivery can be made **IN ONE TRIP**. You must be able to make it from your car to the service area in one trip to avoid disruption for the clients. Also, many of the employees swarm as soon as lunch is brought in, so you cannot leave to go for a second trip.

Timing is critical. To help the delivery go smoothly, there are two times on the Order Confirmation Sheet. The first is a Suggested Arrival Time, which considers the difficulty of the delivery. The second is a Set Up and Ready To Go Time, which is when the order must be completely set up.

Timing



Packaging



Standard packaging for entrees and sides is a deep (4" deep) full aluminum catering tray or half sized deep tray. Salads are generally served in large bowls (ensure we know the sizing of the bowl) or in the trays. Sandwiches are generally served on round disposable plastic trays with clear plastic tops.

Both Cater2.me and our clients have specific expectations regarding set-up and presentation. Please follow the guidelines below and share this with anyone who will be setting up an order, including part-time delivery personnel.

Set-Up

Lids and wrapping should be removed from all packaging and disposed of properly. Food and utensils are to be laid out as follows:

- Start of the line:*** utensils, napkins, plates
- Next:*** appetizers and bread
- Next:*** salads and side dishes; the most plentiful are placed first
- Next:*** main dishes; vegan and vegetarian options are always last
- Next:*** sauces and toppings
- End of the line:*** dessert



Labels



Labels should be placed neatly in front of each dish. Do not tape them to the table or to any part of the packaging.

BILLING AND FEES

Fee Schedule

Cater2.me fees are calculated on the number of people the order serves, as shown below.

1 - 10 People	11 - 25 People	26-100 People	101+ People
10%	15%	20%	22%

The fees are charged on the pre-tax, pre-tip order total. This includes discretionary fees, such as service charges and delivery fees.

Credit Card Fees

You pay credit card fees for your portion of the order, including tip. This means that you would pay the credit card fee for the entire order less Cater2.me's service charge.

Payment Cycle

Payment is processed on a monthly basis. You are paid between the 10th and the 15th of the following month. For example, all orders completed from January 1-31 will be paid between the 10th and the 15th of February.

You can choose to receive a mailed check or direct deposit. If you have not received the online direct deposit form, please let us know.

Tax

IN CALIFORNIA: Cater2.me is responsible for the payment of sales tax on all orders.

IN ALL OTHER JURISDICTIONS: Treatment of sales tax is governed by the rules of the local tax authority. Consult Cater2.me sales representative for treatment of taxes in your jurisdiction.

Tips

Tips are not subject to Cater2.me's service charge. They are itemized on your monthly invoice, and are included when you are paid for the entire month of orders. You do not receive a separate check or direct deposit transfer for tips, but all of the amounts are listed by day and size of order.

Clients can tip in a variety of ways, including creating a pre-set tip for all orders, adding a tip on the feedback form after the order, or adding a tip at the end of the month on their invoice.

TERMS AND CONDITIONS

Terms and Conditions for Catering Providers
Version as of November 15, 2013

IMPORTANT – READ CAREFULLY. THESE TERMS AND CONDITIONS FOR CATERING PROVIDERS (THE “**AGREEMENT**”) IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (EITHER IN YOUR INDIVIDUAL CAPACITY OR, IF YOU REPRESENT AN ENTITY, IN YOUR AUTHORITY TO BIND SUCH ENTITY) (“**PROVIDER**” OR “**YOU**”) AND CATER2.ME, INC., A DELAWARE CORPORATION (“**CATER2.ME**”, “**WE**” OR “**US**”). BY CLICKING THE “ACCEPT” BUTTON OR OTHERWISE REGISTERING FOR THE CATER2.ME SERVICE (AS DEFINED BELOW), YOU ARE INDICATING THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY YOU REPRESENT (IF APPLICABLE), AND THE PROVIDER CONSENTS TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

I. INTRODUCTION & SERVICE TERMS

Cater2.me connects Providers to buyers of catering (hereinafter referred to as “**Buyer**” or “**Client**”).

1. Cater2.me Fees and payment collection

Any order placed through the Cater2.me system on your behalf will be subject to the Cater2.me fee (“**Cater2.me Fee**”). The Cater2.me fee schedule will be agreed upon between the Provider and a Cater2.me sales representative and will be documented by email, fax, or explicit agreement in an online form. The Cater2.me fee is charged as a percentage of the pre-tax total amount of the entire order (“**Total Retail Price**”). The Total Retail Price shall include, without limitation, the cost of all food, delivery charges, service charges, and serving ware charges. Sales tax and client designated tips will be excluded from the Total Retail Price for purposes of calculating the Cater2.me Fee. The Cater2.me fee schedules are based on the headcount for each order. The headcount for each order is designated by the Client. Clients may update headcounts between initial order confirmation and actual order execution. The headcount for purposes of the calculation of the Cater2.me fee is the headcount last confirmed by Cater2.me prior to event completion or with explicit notice following event completion.

Payment will be carried out between the Client and Cater2.me. Unless explicitly agreed upon in writing, the Provider should not accept payment for orders directly from Clients. Cater2.me will pass on payment to Providers in accordance with the Invoicing and Payment Schedule terms [See Invoicing and Payment Schedule]. For each Order, the Provider will receive the amount equal to the Total Retail Price plus any Client designated tips, less the Provider portion of applicable credit card fees (credit card fee percentage on pre-tax total amount less Cater2.me fee, plus tax and tips), less any applicable Cater2.me Fees. Any changes to the Provider's Fee Schedule will be communicated to Provider at least two (2) weeks prior to enacting the change.

Any Orders approved before the change to the fee schedule will be subject to the old fee schedule. Any Proposals approved after the change to the fee schedule will be subject to the new fee schedule.

2. Order generation

Cater2.me will generate Orders on behalf of Providers based on Provider's menu at time of Provider sign-up or Provider-specified updated menu. Cater2.me will make good faith efforts to place orders according to Provider capabilities. Provider authorizes menu for use on the system, designating all items to be included on the menu, individual prices and any delivery or Service Charges. It is the Provider's responsibility to notify Cater2.me when menu items, prices, pricing methods, or charges have changed. Provider's menu pricing must reflect the Provider's publicly offered catering menu where available.

3. Order confirmation

When Cater2.me has created an order, they will send an order confirmation email to the Provider. When the Provider confirms an order, the order confirmation is then a binding agreement to provide the menu exactly as enumerated on the form, at the designated time, date and location and for the proposed price. Any subsequent order updates sent to the Provider via email supersede the original order confirmation and do not need to be expressly confirmed by the Provider to be in force. Should a Provider deviate, in Cater2.me's discretion, from the confirmed order details in any way, Cater2.me may reduce the payment amount to the Provider for such Order in order to provide credits to the applicable Client. If a Provider cannot execute an order for any reason, it must give explicit written notice to Cater2.me as soon as they are aware of the reason, but in no event later than 12 hours prior to the scheduled delivery time. Orders are assumed to be confirmed until Cater2.me confirms acceptance of Provider's notice of cancellation or other issue as permitted hereunder. Notwithstanding anything in this Agreement, Cater2.me shall have no obligation to provide any minimum or guaranteed order or payment amounts to Provider hereunder.

4. 'Day of' order communication

Cater2.me requires verbal or written confirmation of an order from Provider on the day of the order. Cater2.me will attempt to contact the Provider by all available means. If Cater2.me cannot reach the Provider, it may cancel the order and book another Provider with no cancellation penalty due to the Provider.

5. Order credits

Should there be an issue with an order, Cater2.me will work with the Client and Provider to determine the appropriate credit due on the order. Notwithstanding, Cater2.me shall have sole discretion to determine the final credit amount, if any. The credit amount will be confirmed in writing by Cater2.me to the Provider.

6. Order cancellation

In the event Provider has in place an order cancellation policy, Provider shall be responsible for

communicating such policy in writing to Cater2.me at the time of each order confirmation. Should a Buyer need to cancel an Order, the Provider's cancellation policy shall be effective only subject to the foregoing. Should a Provider not have a cancellation policy in place, or should such cancellation policy not be communicated to Buyer in accordance with this section, Cater2.me shall, in its sole discretion, be entitled to determine the cancellation penalty charged to Buyer, if any.

7. Invoicing and payment schedule

Providers will be paid on a monthly cycle. All Orders from a calendar month will be aggregated and presented on a single invoice. Providers will be paid by the 15th day of the following month (e.g. all orders in January will be paid in one check by the 15th of February).

8. Tips

Buyers can designate tips in a number of ways. Once a tip has been designated, Cater2.me will record the tip amount and will communicate the tip amount on the monthly invoice and will pay out the entire tip amount to Provider. Buyers reserve the right to pay cash tips to delivery personnel at time of delivery, and such delivery tips shall not be included in the Cater2.me invoice or as part of the fees paid to Provider by Cater2.me.

9. Credit card fees

Orders for which Buyers pay with credit cards will be assessed a credit card processing fee. The credit card fee will be charged to the Providers on the Total Retail Price plus sales tax of the Order less the Cater2.me Fee. Fee amounts vary based on type of credit card used. Credit card fees will be enumerated per Order on monthly invoices on a per Order basis.

10. Fee netting

Any fees incurred by the Provider during a billing cycle (e.g. Order cancellation, credits) will be set off from the total amounts owed by Cater2.me to Provider in such billing cycle. If the amount of the fees is greater than total payments in the current billing cycle, the amount will be owed by the Provider to Cater2.me.

11. Cancellation and modification of service

Participation in the Cater2.me service may be cancelled by either the Provider or Cater2.me at any time at either party's discretion with written notice to the other party. Upon notice of cancellation, Cater2.me will stop booking orders on behalf of the Provider. Provider agrees to complete any orders previously confirmed prior to such notice of cancellation, and Cater2.me shall make payment to Provider in accordance with the terms herein for any such completed orders.

12. Sales Tax

IN CALIFORNIA: Cater2.me is responsible for the payment of sales tax on all Orders in which the Buyer pays Cater2.me directly for the Sale. For all Orders in which the Buyer pays Cater2.me, Cater2.me will collect the sales tax. For any Order or Event in which the Buyer pays the Providers directly, the Provider will collect and is responsible for payment of sales tax.

IN ALL OTHER JURISDICTIONS: Treatment of sales tax is governed by the rules of the local tax authority. Consult Cater2.me sales representative for treatment of taxes in your jurisdiction.

II. LEGAL CONDITIONS

1. Acceptance of Provider Agreement

You agree to the terms and conditions outlined in this Agreement with respect to our service ("Cater2.me Service"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Cater2.me Service and the subject matter of this Provider Agreement.

2. Limitation of Liability

CATER2.ME SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY OCCUR AS A RESULT OF A PROVIDER'S NEGLIGENCE. IN NO EVENT SHALL CATER2.ME BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), OR ANY OTHER THEORY ARISING IN ANY WAY OUT OF THE USE OF OR PARTICIPATION IN THE CATER2.ME SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CATER2.ME TO PROVIDER OR ANY THIRD PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE CATER2.ME FEES RECEIVED BY CATER2.ME FROM ORDERS INVOLVING THE PROVIDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, WHETHER BASED ON ALLEGED BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO DAMAGES OR INJURIES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, AND/OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD OR COMMUNICATION IN THE COURSE OF CATER2.ME BUSINESS. ALL PROVIDERS ARE INDIVIDUALLY AND SEVERALLY RESPONSIBLE AND LIABLE FOR ALL ASPECTS OF THE PREPARATION, EXECUTION, AND DELIVERY OF AN ORDER OR EVENT PLACED THROUGH CATER2.ME. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS, PERSONAL INJURY AND DEATH, PROPERTY DAMAGE, FOOD QUALITY, ORDER TIMELINESS, COMPLETENESS, CLEANLINESS, AND CUSTOMER SATISFACTION THAT MAY OCCUR AS A RESULT OF THE PROVIDERS' NEGLIGENCE OR THAT OF THEIR EMPLOYEES, SERVANTS, AND AGENTS. THE PROVIDER AGREES THAT ANY LOSSES RESULTING FOR THE BUYER OR PROVIDER THAT ARISE IN THE PROCESS OF ORDER OR EVENT EXECUTIONS SHALL BE THE SOLE LIABILITY OF THE PROVIDER.

3. Disclaimer of Warranties

THE CATER2.ME SERVICE IS PROVIDED "AS IS" AND CATER2.ME HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM CONTAMINATION BY COMPUTER VIRUSES AND NON-INFRINGEMENT.

PURPOSE, FREEDOM FROM CONTAMINATION BY COMPUTER VIRUSES AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CATER2.ME MAKES NO WARRANTY OR PROMISE REGARDING SECURITY OF PROVIDER DATA, AND SHALL HAVE NO LIABILITY OR LOSSES AS A RESULT OF ANY THEFT, HACKING, COMPUTER VIRUSES, OR ANY UNAUTHORIZED ACCESS TO OR OBTAINING OF PROVIDER DATA. PROVIDER UNDERSTANDS THAT IT PROVIDES DATA TO CATER2.ME AT PROVIDER'S SOLE LIABILITY.

a. Menu and profile accuracy - Provider shall be responsible for providing updated and accurate menu and profile information, including all allergen information, and communicating that information to Cater2.me. Cater2.me will update menu information that is presented to Buyers in a reasonable amount of time from receipt of updates from Providers, and will use the current agreed menu information provided by Providers when generating new orders.

b. Timeliness and accuracy of communication — During the term of this Agreement, each party will act in good faith to communicate with the other party in a timely and accurate manner. ALTHOUGH CATER2.ME WILL TAKE REASONABLE ACTIONS TO ENSURE ACCURACY OF COMMUNICATED INFORMATION, NO WARRANTY EXPRESS OR IMPLIED IS MADE BY CATER2.ME WITH RESPECT TO THE ACCURACY OF ANY SUCH COMMUNICATED INFORMATION.

4. Indemnification

Provider agrees to defend, indemnify, and hold harmless, Cater2.me, its respective affiliates and its respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the (a) the Provider's negligent or intentional acts or omission or (b) use of the Cater2.me Service by Providers.

5. Disputes

Cater2.me is not responsible for disputes, claims, losses, injuries or damage of any kind that might arise between or amongst the Provider and Buyers. You further agree to release Cater2.me from any claims, demands and damages (actual and consequential) arising out of or in any way connected with any dispute you have with one or more Buyers. If you are a California resident, you waive California Civil Code Section 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.

6. Provider marketing use rights

Provider agrees to allow Cater2.me the use of its name and/or logo for marketing purposes. Cater2.me may use the name and/or logo without prior consent from Provider.

7. Non-solicitation of Buyers

Provider agrees to not contact any Buyer or Buyer's point-of-contact for direct solicitation of any food or catering-related purposes for one (1) year following date of last order executed through

Cater2.me. Provider must notify Cater2.me in writing of any pre-existing relationships with companies or individual points-of-contact in order to bypass the non-solicitation clause.

8. Arbitration

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction.

9. Modification

Cater2.me reserves the right to update or modify this Agreement at any time without prior notice, and such changes will be effective immediately upon being posted through the Cater2.me Service, except as set forth below. The Agreement will identify the date of last update. Your use of any Cater2.me Service following any such change constitutes your agreement to be bound by the modified Agreement. In the case of material changes to the Agreement, Cater2.me will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have associated with the Cater2.me Service, through a pop-up window on the Cater2.me Service, or other similar mechanism. Material changes to this Agreement will be effective upon the earlier of (i) your first use of the Cater2.me Service with actual notice of such change, or (ii) 30 days from posting of such change. Disputes arising under this Agreement will be resolved in accordance with the version of the Agreement in place at the time the dispute arose. We encourage you to review this Agreement frequently to stay informed of the latest modifications.

10. Proper licensing

By agreeing to complete Orders or Events with Cater2.me, Provider attests that they have all necessary or industry-standard licenses, insurance and permits to lawfully complete the Order or Event. Provider agrees to notify Cater2.me if it does not hold, in good standing, any licenses, permits, or conditions necessary to operate in the applicable jurisdiction of the Order or Event and is liable for any losses related to failure to hold the necessary licenses and permits.

11. Miscellaneous

Either party may terminate this agreement without cause by providing 30 days' written notice to the other party; provided, however, that any rights and obligations of either party that have arisen or been confirmed prior to the effective date of such termination shall not be excused. Provider agrees that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. These Terms and Conditions, along with any related exhibits and fee schedules provided by Cater2.me, are the entire agreement between Provider and Cater2.me covering the subject matter hereof, and supersede any prior agreements between the parties hereto, whether written or oral, relating to the subject matter hereof. This Agreement shall be governed by the laws of the State of California, without regard to its conflict

of laws principles. No delay or failure to take action under this Agreement shall constitute any waiver by Cater2.me of any provision of this Agreement. This Agreement is personal to Provider and may not be transferred, assigned, delegated, or subcontracted by Provider to any third party without Cater2.me's prior written consent. Any attempt by Affiliate to assign, transfer or delegate this Agreement in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Cater2.me may assign this Agreement to an affiliate or successor in interest in connection with a merger, reorganization, or sale of all or substantially all of Cater2.me's assets or equity related to the subject matter hereof. If any provision of this Agreement is ruled invalid by an arbitrator or a court of competent jurisdiction, the parties nevertheless agree that such provision should be give effect as close to the parties' intentions as possible, and all other provisions of the Agreement remain in full force and effect. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement. This Agreement does not in any way create the relationship of principal and agent, franchise, joint venture, or partnership. Neither party will act or attempt to act, or represent itself to others, as an agent of the other party or in any manner assume or create any obligation on behalf of or in the name of the other party, pursuant to this Agreement. Neither party will be liable for any debts or obligations of the other unless expressly assumed in writing.

