Website and Mobile Application Terms and Conditions of Use

TERMS AND CONDITIONS OF USE

Last updated: January 27, 2020

Welcome to our website www.ChefConnectApp.com (the "Website") or our mobile application Chef Connect App (the "App") (the Website, App and associated services are collectively referred to herein as, the "Site"). Through the Site, we make it easy for you to obtain certain services, subject to availability (the "Services").

Please carefully read and understand these Terms and Conditions of Use (as revised from time to time, these "Terms") before using the Site. These Terms govern your access to and use of the Site and constitute a binding legal agreement between you and CCL.

This Site is maintained as a service to our customers ("you" or "Customer"). By installing, accessing or using the Site you are entering into a binding agreement with Chef Connect Ltd., a Colorado limited liability company ("CCL", "we" or "us"), and you agree to comply with and be legally bound by these Terms. Please review these Terms carefully. If you do not agree to this Agreement (as defined hereinbelow), you should not access or use the Site.

BY DOWNLOADING OR INSTALLING THE APP AND/OR ACCESSING OR USING THE SITE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 21 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THE SITE AND DELETE THE APP.

DISCLAIMER & ACKNOWLEDGMENT. CCL IS NOT A CANNABIS DISPENSARY, COLLECTIVE OR COOPERATIVE ("DISPENSARY"). CCL DOES NOT SELL CANNABIS PRODUCTS OR PROVIDE CANNABIS DELIVERY SERVICES. CCL DOES NOT PROVIDE OR SELL CANNABIS AT ALL. IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN ANY CANNABIS PRODUCTS IN COMPLIANCE WITH STATE LAW. CCL ONLY PROVIDES INFORMATION ABOUT VARIOUS CANNABIS PRODUCTS AND A REFERRAL TO A SOMMELIER OR CHEF THROUGH THE SITE. THE SITE PROVIDES INFORMATION FOR YOU TO CONTACT A DISPENSARY DIRECTLY. CCL DOES NOT AND DOES NOT INTEND TO PROVIDE CANNABIS PRODUCTS OR DELIVERY SERVICES OR ACT IN ANY WAY AS A CANNABIS PROVIDER. CCL HAS NO RESPONSIBILITY OR LIABILITY FOR ANY CANNABIS PRODUCTS OR SERVICES PROVIDED TO YOU BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SOMMELIER OR CHEF RECOMMENDED THROUGH THE SITE.

ACKNOWLEDGMENT OF FEDERAL LAW. You expressly acknowledge that the Site is for residents of states and locations where possession of cannabis is legal under applicable law. Marijuana is included on Schedule 1 under the United States Controlled Substances Act. Under the federal laws of the United States of America, manufacturing, distributing, dispensing or possession of marijuana is illegal, and individuals are subject to arrest and/or prosecution for doing so. You further acknowledge that medical use is not recognized as a valid defense under federal laws regarding marijuana. You also acknowledge that the interstate transportation of marijuana is a federal crime.

ACKNOWLEDGMENT OF COLORADO LAW. You expressly acknowledge that the use, possession, cultivation, transportation and distribution of cannabis is illegal in Colorado unless all participants are acting completely within the scope of Colorado's cannabis laws and you have acquired the cannabis from an establishment licensed pursuant to 1 CCR 212-1 or 1 CCR 212-2 and as set forth in C.R.S. § 44-12-101 et seq. & § 44-12-101 et seq. and any amendments thereto.

1. Agreement. These Terms specify the terms and conditions for access to and use of the Site and Services. These Terms, together with the Privacy Policy constitute the "Agreement" between you and CCL. CCL reserves the right to modify the Site or this Agreement at any time and at its sole discretion. If we modify the Agreement, we will post the modified Agreement on the Site. Any such modifications shall be effective immediately upon posting on the Site, and such modifications apply to your access to and use of the Site thereafter. You can view the most recent version of these Terms at any time at www.chefConnectApp.com/terms. Each use of the Services or access to the Site by you shall constitute

and be deemed your unconditional acceptance of this Agreement, as modified. If you do not agree to the Agreement, as revised, then you must immediately stop using the Site.

- **2. Privacy.** Your visit to and use of the Site is also governed by our Privacy Policy (the "**Privacy Policy**"). By accepting these Terms, you also understand and consent to our Privacy Policy, which is incorporated into, and part of, this Agreement. You can view the most recent version of the Privacy Policy at any time at www.chefConnectApp.com/privacy. Our Privacy Policy describes how we collect and use information.
- **3. Ownership.** The Site, and the compilation (meaning the collection, arrangement, and assembly) of all content on the Site, the content (including, but not limited to, text, images, graphics, logos, button icons, trademarks, service marks and trade dress), all software used on the Site, and all other intellectual property associated or incorporated within the Site (collectively, "**Intellectual Property**"), are and shall remain the exclusive property of CCL, its affiliates, licensors or partners and are protected under applicable copyright, patent, trademark, and/or other proprietary rights. Under no circumstances will you acquire any ownership rights or other interest in any content or Intellectual Property of the Site, by or through your use of the Site. Any copying, redistribution, use or publication by you of any content or any part of the Site is prohibited, except as expressly permitted in this Agreement.
- **4. Intended Audience.** The Site is not intended to be used by or targeted to anyone under the age of 21 years old.
- **5. Trademarks.** Chef Connect Ltd., Chef Connect App, Chef Connect, and others are either trademarks or registered trademarks of CCL. All rights reserved. Other product and company names mentioned on the Site may be trademarks of their respective owners. Any rights not expressly granted herein are reserved.
- **6. Site Use.** Subject to these Terms, CCL grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Site solely for your own personal and non-commercial use, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy any materials or content on the Site, reverse engineer, impair or gain unauthorized access to the Site, or use the Site, materials, products or Services in violation of any law or these Terms. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly grant to you in these Terms. Any rights not expressly granted herein are reserved.

Your access to and use of the Site is at the discretion of CCL and CCL may terminate your access to or use of the Site at any time. You are responsible for any devices, software and services needed to use the Site. CCL does not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the Site, including when we communicate with you by text, email or other means that you choose. You may only use the Site with devices that you own or control and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If you create an account on the Site, you are responsible for keeping the account secure and for all activity under the account. You can only use one account and must keep your account information accurate at all times.

7. Third Party Suppliers. You acknowledge that CCL facilitates the provision of Services to its Customers by connecting third-party suppliers ("**Third-Party Providers**"). The Third-Party Providers providing the Services in connection with the Site are independent contractors and not agents or employees of CCL. CCL is not responsible or liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Third-Party Providers, and CCL will not be liable for any claim, personal injuries, death, property damage, or other damages or expenses resulting therefrom or arising in connection with the Services. CCL has no liability and will make no refund in the event of any delay, cancellation, overbooking, force majeure, suspension of the event or the Services, or such other causes beyond CCL's direct control, and they have no responsibility for any additional expenses, omissions, delays re-routing or acts of any government or other authority.

IN NO EVENT SHALL CCL AND/OR ITS THIRD-PARTY PROVIDERS OR OTHER RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THE SITE; INFORMATION, SOFTWARE, LINKED WEBSITES, PRODUCTS AND SERVICES OBTAINED THROUGH THE SITE; OR OTHERWISE AIRISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES, OR

OTHERWISE, AND EVEN IF CCL AND/OR ITS THIRD-PARTY PROVIDERS OR OTHER RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR THE CONTENT IS TO CEASE ALL YOUR USE OF THE SITE.

CCL conducts background checks, via third party background check services, on its employee(s) and Third-Party Providers. Nevertheless, Customer shall be solely responsible for the implementation and enforcement of any procedures that Customer deems reasonable and necessary to protect Customer's property.

8. Fees. You acknowledge that the CCL pre-negotiates rates for certain services with Third-Party Providers ("**Provider Rates**") to facilitate the booking of Services on the Site. You also acknowledge that CCL provides you services to facilitate such booking of Services in consideration for a fee (the "**Facilitation Charge**"). The total Services price displayed on the Site (the "**Total Price**") is a combination of the Provider Rates for the Services provided by the Third-Party Providers and the Facilitation Charge retained by the CCL. You expressly authorize CCL to book reservations for the Total Price, which also includes tax recovery charges, service fees and, where applicable, taxes on CCL's services. We may use third-party services to process credit card information. You hereby agree that, and expressly authorize CCL (or a third-party payment processor on CCL's behalf) to, charge the credit card you provided for the Total Price. Upon submitting your reservation request you authorize CCL to facilitate the reservation for the Services on your behalf, including making payment arrangements with Third-Party Providers. Unless otherwise expressly set forth in this Agreement, no refunds or credits will be provided once the Customer's credit card has been charged. Customer hereby agrees and acknowledges the Total Price must be paid, at least, 24 hours before the scheduled event.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) provided to CCL; and (ii) the information you supply to CCL is true, correct, current and complete. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or other monetary transaction interaction with CCL at the price in effect when such charges are incurred.

- **9. Cancellation.** You may cancel or change your prepaid Services reservation, subject to availability and the following terms:
 - (a) If Customer cancels more than seven (7) days in advance of the event date, the Customer may receive a full refund.
 - (b) If Customer cancels within seven (7) days of the event date, Customer hereby agrees and acknowledges that CCL may retain the deposit paid by Customer upon booking and reserving the event.
 - (c) Notwithstanding the foregoing, if Customer cancels within 48 hours of the scheduled event, Customer will be charged the Total Price and will not receive a refund.

You hereby agree to pay any cancellation or change fees that you incur.

- **10. Risk of Loss; Guarantee.** The Services purchased through the Site are made or fulfilled pursuant to an agreement with one or more Third-Party Providers. Should there be errors, CCL will offer every reasonable assistance in the correction of such error. In any event, however, the risk of loss and title for such items pass to you upon our conveyance of your order to the Third-Party Providers. It may be necessary for you to file claims with those parties.
- **11. Compliance with Laws.** You may not use the Site for any purpose that is unlawful. You agree to comply with all applicable laws regarding your use of the Site and Services. You further agree that information provided by you is truthful and accurate to the best of your knowledge.
- **12. Indemnification.** You agree to indemnify, defend and hold CCL and its partners, employees, directors, officers, licensors, and affiliates, and its and their respective officers, directors, employees, affiliates, harmless from and against any liability, loss, claim, suit, fine, penalty, damages, judgement, award, cost, fee and expense, including reasonable attorneys' fees of any kind or nature arising out of or related to this Agreement, including, without limitation, (a) your violation of this Agreement, (b) your use of the Site or Services, in any way, (c) CCL or its Third-Party Providers delivery or fulfillment, or attempted delivery or fulfillment, of any orders or reservations placed by you (or any person using your account and password), (d) your cancellation or attempted cancellation of the Services, (e) any other engagement or

attempted engagement with CCL, (f) violation of any rights of a third-party, or (g) your use or misuse of the Site.

13. Disclaimers. You understand that we cannot and do not guarantee or warrant that the Site will be free of viruses or other destructive code. TO THE FULLEST EXTENT PROVIDED BY LAW, CCL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS PROVIDED ON THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL OR CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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WITHOUT LIMITING THE FOREGOING, NEITHER CCL NOR ANY PERSON OR ENTITY ASSOCIATED WITH CCL REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS PROVIDED ON THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT THE USE OF THE SITE BY YOU IS IN COMPLIANCE WITH LAWS APPLICABLE TO YOU, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data.

The Site may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services. These third parties have their separate terms and conditions and/or privacy policies that you should review and understand before using them. CCL does not endorse and is not associated with any of these third-party services. Neither CCL nor any of its partners, employees, independent contractors, licensors, consultants, service providers, subsidiaries and affiliates, have any responsibility arising from or related to these third-party services.

CCL disclaims any and all liability for the acts, omissions, and conduct of any Customers, Third-Party Providers, third-party suppliers, food providers, delivery companies, third-party users, advertisers and sponsors on the Site, and all and any other third parties, in connection with the Site or otherwise related to use of the Site. CCL is not responsible for the products, services, actions, or failure to act of any third party. Without limiting the foregoing, you may report any believed misconduct to leonado@chefconnectapp.com. CCL may investigate and handle your claim, at its sole discretion. WITHOUT LIMITING THE FOREGOING, CCL IS NOT RESPONSIBILE OR LIABLE FOR ANY SERVICES AND/OR FOOD PRODUCTS PROVIDED TO THE CUSTOMER BY ANY THIRD-PARTY PROVIDERS OR SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE.

CCL reserves the right to limit the number of guest(s) or attendee(s) to the event to ten (10) individuals, and CCL also reserves the right to limit the Customer's purchases and/or purchase quantities. Pricing on the Site is subject to change without notice.

14. Limitation of Liability. The information on the Site may include inaccuracies or errors, including, pricing errors. In particular, CCL does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to the information and description of the Services displayed on the Site (including, without limitation, the pricing, photographs, list of amenities, general product descriptions, etc.). In addition, CCL expressly reserves the right to correct any pricing errors on the Site and/or

reservations made under an incorrect price. In such event, CCL may elect to keep your event reservation at the corrected price (whereby the difference from the amount of the incorrect price shall be paid by you to CCL in accordance with the payment terms set forth herein) or cancel your event reservation without penalty.

UNDER NO CIRCUMSTANCES WILL CCL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CCL WILL NOT BE LIABLE FOR ANY PERSONAL OR BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO OR ARISING OUT OF THE SITE, THE SERVICES RELATED THERETO OR IN CONNECTION WITH ANY SERVICE OFFERED BY CCL. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

15. Use of Information. CCL reserves the right, and you authorize CCL, to use and assign all information regarding your use of the Site and all information provided by you, in any manner consistent with our Privacy Policy.

If you post, upload, provide, input or submit to the Site, names of, reviews of, or comments on services, products or companies on our Site ("User Content"), you grant CCL and its affiliates and partners, a non-exclusive, royalty-free, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such names, reviews, and comments throughout the world in any media. You also grant CCL and its affiliates and partners the right to use the name (if any) that you submit with any User Content in connection therewith. By posting, uploading, inputting, providing or submitting User Content, you warrant and represent to CCL that you own or otherwise control all of the rights to the User Content as described in these Terms including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the User Content.

CCL is under no obligation to post or use any User Content you may provide, and CCL may remove any User Content at any time in its sole discretion. No compensation will be paid with respect to any use of the User Content. CCL does not claim ownership of the materials user's provide to CCL (including feedback and suggestions) or User Content.

In addition to the warranty and representation set forth above, by posting, uploading, inputting, providing or submitting User Content that contains images, photographs, pictures or that are otherwise graphical in whole or in part, you also warrant and represent that: (1) you are the copyright owner of such image, or that the copyright owner of such image has granted you permission to use such image consistent with the manner and purpose of your use and as otherwise permitted by these Terms, (2) you have the rights necessary to grant the licenses and sublicenses described in these Terms, and (3) you have obtained the consent of any individual(s) in the image to the use of the image as set forth in these Terms, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such image. If you allow us to post your menu, pricing, logo, photographs or other images, delivery terms or delivery requirements, or any other information on the Site, you grant CCL and its affiliates and partners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such menu, pricing, logo, delivery requirements, or other information throughout the world in any media, subject to our usage of your trade or service marks as specified elsewhere in these Terms. No compensation will be paid with respect to any use thereof.

- **16.** Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please notify us immediately by sending us a notice containing all of the following information to our Copyright Agent:
 - (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) 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
- (f) 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.

Our Copyright Agent for notice of claims of copyright infringement on the Site:

Chef Connect Ltd. Leonardo De Aguiar 3552 Lipan Street Denver, CO 80211

Phone: (305) 794-1880

Email: Leonado@chefconnectapp.com

- **17. Applicable Law; Venue.** You agree that the laws of the state of Colorado, without regard to conflicts of laws provisions will govern these Terms and any dispute that may arise between you and CCL or its affiliates. You agree that any dispute arising with respect to these Terms, the Site, or any other dispute that may arise between you and CCL or its affiliates shall be brought exclusively in the courts of the State of Colorado sitting in Denver (and not in any federal court or a court of any other state), and you agree to personal jurisdiction and venue in the State of Colorado.
- **18. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- **19. Waiver.** The failure of the Site (or CCL) to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the Site (or CCL) must be in writing and signed by an authorized representative of CCL.
- **20. Termination.** You understand and acknowledge that CCL may terminate this Agreement and/or the Site (or your access to it) at any time, with or without notice, for any reason.
- **21. Service.** CCL and its affiliates and partners reserve the right to refuse service, terminate accounts, and/or modify or cancel orders at our discretion, for any cause or without cause.
- **22**. **Relationship of the Parties**. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such.
- 23. Entire Agreement. These Terms constitute the entire agreement between you and the Site and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CCL with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. The Site may revise these Terms at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review these Terms periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms signifies and confirms your acceptance of any such changes or amendments to these Terms.

24. Contact Information.

Chef Connect Ltd. Leonardo De Aguiar 3552 Lipan Street Denver, CO 80211

Phone: (305) 794-1880 Email: Leonado@chefconnectapp.com