



Website Terms of Use

Welcome to our website: www.globalcuisineconsulting.com (the “Site”) which is a copyrighted and trademarked work, with all content and work product belonging exclusively, and in perpetuity to Global Cuisine Consulting, LLC. (“Company”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS OF USE (THE “TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR ANY ENTITY THAT YOU REPRESENT). YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR ANY ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. THE USE AND ACCESS OF OUR SITE IS CONDITIONAL UPON YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE. THESE TERMS SHOULD BE READ CAREFULLY AND IN CONJUNCTION WITH OUR PRIVACY POLICY WHICH TOGETHER FORM A LEGALLY BINDING CONTRACT. WE RESERVE THE RIGHT TO MODIFY THESE TERMS AT ANY TIME.

1. ACCOUNTS

1.1 Account Creation. To use certain features of this Site, you must also register for an account (the “Account”) and provide certain required information about yourself as prompted by the account registration form. Please reference our Privacy conditions for personal information disclosure that may be collected when you register and create an account. You represent and warrant that: (a) all required registration information submitted is truthful and accurate; (b) you

will maintain the accuracy of such information and update your account accordingly and within a reasonable period to mitigate any inaccuracies. You may delete your Account at any time, for any reason, by following the instructions on the Site. The company may suspend or terminate your Account in accordance with Section 7, and for reasons including but not limited to abuse, misuse, fraudulent activities or at the sole discretion of the company.

1.2 Account Responsibilities. You are fully responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify the Company in writing of any unauthorized use, or suspected unauthorized use or activity of your Account or any other breach of security. The company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements or for any harm associated with the disclosure of your account information. The company may notify you to change your password if we believe your information has become compromised. You have no ownership rights to the Account and the company reserves the right to refuse or cancel the Account at its sole discretion.

2. ACCESS TO THE SITE

2.1 Revocable License. Subject to these Terms, the company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal use, and for noncommercial use. This revocable license does not include any resale or derivative use of the Site's contents. Any use of this Site which exceeds the scope of this license or fails to strictly comply with these Terms shall constitute the consumer user's immediate termination.

2.2 Certain Restrictions. The rights granted to you under these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site without prior written consent from the company; (b) you shall not modify, make derivative works of, disassemble, reverse compile, copy, distribute or reverse engineer any part of the Site in any medium without company's prior written consent; (c) you shall not access the Site or misappropriate its contents in order to build or maintain a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form, by any means and for any purpose. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3 Modification. The company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you subject to the restrictive provisions under section 8.1. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that the Company shall have no obligation to provide you with any support or maintenance in connection with your Account. Please ensure that all usernames and passwords are correct, secure, and accurately maintained.

2.5 Ownership. You acknowledge that all intellectual property rights, titles and interests including copyrights, patents, trademarks, and trade secrets and other intellectual property rights associated with ideas, concepts, techniques, inventions, and authorship, in the Site and its contents are owned by company or company's suppliers. This content includes (but is not limited to) all data, written content, video, music, images, photographs, artworks, software, html and source codes that are developed or owned by the company. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6 Conflict of Interest. The company may inform you if we become aware of any conflict of interest in our relationship with you and another client. If such conflict exists, and is identified, we may be unable to provide further services and may terminate our relationship with you upon reasonable notice.

2.7 Code of Conduct. You agree to comply with all applicable laws, regulations, and policies during the use of the Site. In addition, you will not use this Site for any unlawful purpose or submit any information that is unlawful or fraudulent or defamatory.

2.8 Copyright Infringement. The company takes very seriously any claims of copyright infringement pursuant to Title 17, United States Code, Section 512(c)(2) (the "DMCA"). We will respond promptly to all notices of alleged copyright infringement that complies with applicable law and all such notices will be examined internally by the company. Please send notices to: (Insert company email address). All notices must comply with all applicable sections of the DMCA. Please be aware that if you fail to comply with all requirements under the DMCA, your notice may be ineffective.

2.9 Allergen Information. Any concept, menu or recipe development for the creation of a product that requires specific allergen categories, criteria or labeling will be designated specifically under the terms of the customer's Proposal Agreement.

3. INDEMNIFICATION

You agree to indemnify, defend and hold Company (and its directors, officers, employees, members and agents) harmless, from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, including and without limitation reasonable attorneys' fees, suffered directly from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or Privacy Policy or (c) your violation of applicable laws or regulations. Company reserves the right, at your sole expense, to assume the

exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon first becoming aware of it. This provision shall supersede and replace all other indemnity provisions.

4. THIRD-PARTY LINKS & OTHER USERS

4.1 Third-Party Links & Ads. The Site may contain links to third-party websites and services, (collectively, “Third-Party Links”). Such Third-Party Links are not under the control of the company, and the company is not responsible for any Third-Party Links. Please also reference our Privacy Policy for all related third-party data and security obligations and restrictions. Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion when doing so. When you click on any of the Third-Party Links, the applicable third party’s terms and policies apply, including the third party’s privacy and data-gathering practices. We are not responsible for any third-party sites and your dealings or communications with any party other than the company are solely between you and the third-party. Reference on this Site as to any product or service of a third-party, including any domain name, trademark, service mark or logo does not constitute an endorsement or recommendation by the company. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

4.2 Other Users. Your interactions with other Site users are solely between you and such users. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved, and shall not be held to any form of liability

4.3 Release. You hereby voluntarily, knowingly and unconditionally release and forever discharge the company on behalf of its itself (and all of its directors officers, employees, members, agents, successors, assigns and other legal representatives) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), suits, covenants, and contracts, known or unknown, suspected or unsuspected, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “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.”

4.4 Social Media Policy. The company retains exclusive control of our social media content and does not allow postings made by consumer users or third parties on any of our social accounts without prior written consent. All our content is original and specifically curated; the company does not allow for any third-party uploads, transmissions, or reproductions. The company reserves the right to immediately remove any content that is deemed in our sole discretion to be harmful, defamatory, unlawful, abusive, vulgar, obscene, or threatening or that may violate generally accepted community principles and standards.

5. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED UNDER THESE TERMS, THE COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE COMPLETELY ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

PLEASE BE ADVISED THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CERTAIN CONSUMER USERS. IN ADDITION, SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME CONSUMER USERS. 6.

6. LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY GENERAL OR SPECIFIC, INDIRECT, CONSEQUENTIAL, EXEMPLARY, REMOTE, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR OR THIRD PARTY/AFFILIATE USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR BUSINESS INTERRUPTION TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CERTAIN CONSUMER USERS..

7. TERM AND TERMINATION

7.1 Subject to this Section, these Terms and all conditions imposed will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5 and Sections 3 through 8. The termination of your Account does not release you from any payment obligations, accrued fees or other legal liabilities which may have accumulated during your relationship with the company.

8. GENERAL

8.1 Changes. These Terms are subject to revision. For any substantial changes, we may notify you by sending an e-mail to the last e-mail address you have provided to us and/or by posting notice of the changes on this Site. You are responsible for providing us with your most current email address. All changes will be effective immediately and continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

8.2 Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with the Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of

this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief within a reasonable period of time. A Notice to the Company should be sent to: 1 Turnberry Court, Medford, New Jersey 08055. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules.

(d) Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS ACTION BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(f) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award and decision of the arbitrator and compliance therewith, shall be strictly confidential and shall not be disclosed to any third party. The parties agree to maintain strict confidentiality for the period during and after the arbitration unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(g) Severability. If any part or parts of this Arbitration Agreement under these Terms are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement under these Terms shall continue in full force and effect.

(h) Survival of Agreement. The Arbitration Agreement shall survive the termination of your relationship with the company.

(i) Courts. In any circumstances where the foregoing Arbitration Agreement or other legal claims permit the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Bergen County, New Jersey, for such purpose.

8.3 Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

8.4 Disclosures. Company is located at the address in Section 8.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at: 400 R Street, Sacramento, CA 95814, or by telephone at: (1-800) 952-5210.

8.5 Electronic Communications. The communications between you and the Company primarily liaison through electronic means. Whether you use the Site or send us emails, or whether the company posts notices on the Site or communicates with you via email, electronic communications are the preferred method of correspondence. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the company provides to you electronically satisfy any legal requirement that such communications would satisfy as if it were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights.

8.6 Entire Terms. These Terms constitute the entire agreement between you and the company regarding the use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely

assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.7 Copyright/Trademark Information. All trademarks, logos and service marks (“Marks”) displayed on the Site are our exclusive property. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.8 Contact Information:

If you wish to contact the company with any questions or requests, please email Junnie Lai, Principal at: Junnie.Lai@gmail.com. Please allow at least seven (7) business days to respond to all requests and concerns.

Company Address:

1 Turnberry Court
Medford, NJ 08055

LAST REVISED ON: March 27, 2022