



Terms & Conditions

MENU SYNC. Upon program enrollment, client pays agreed-upon setup fee plus first month of service. Standard subscription begins after 30 days and is charged on a monthly basis thereafter. Credit card is required to join the program. Client may cancel plan at any point before billing date and not be charged for the upcoming month. If Client cancels after payment for that month is deducted, they will receive service for the remainder of the billing period.

Turnaround time for NEW menu designs are 7-10 business days from the date of the request. If submission is entered after 5pm EST, the request date begins the following business day. When TO-DOS are requested for items IN PROOFING, Client will receive updated version within 1-2 business days.

For new Clients, the turnaround time begins after the date of the kick-off Zoom meeting, or if Client wishes to skip this call, turnaround begins when the Onboarding Form is filled out by Client and received by Main Street Menu Club.

Clients enrolled in Menu Sync may request as many new designs or menus per account as needed, but understands that each new request will be scheduled and worked on one at a time in the order they were received. When first proof is sent to the Client, that item status changes to IN PROOFING and the next item may be scheduled.

Each Menu Sync plan supports up to 10 menu designs, and in certain cases, can be spread across multiple accounts. On the 11th menu design request, Client must upgrade their Menu Sync plan to support another 10 menus.

CANCELLATION AGREEMENT. Client understands that by canceling the Menu Sync plan, all Open proofs will be Closed and Client will no longer be able to submit revisions. Client may request the latest version of their file at any time, however if any further action is required, aside from sending the latest version we have on file, then they must reactivate

their plan. This refers to anything that requires us to open or modify the working file in design software.

NON-SUBSCRIPTION PROJECT WORK. Clients not in monthly subscription will be quoted for work at a rate of \$150/hour. Payment is required before work is scheduled. New projects include up to two (2) revisions as part of the initial scope of work, unless otherwise indicated on the estimate. Additional revisions are billed at a rate of \$150/hour. Invoices are sent on a monthly basis until project is finalized. Project is considered complete once Approval is submitted.

WORKING FILES. Upon request, Main Street Menu Club will send packaged working files of supported design files, ONLY if there are no outstanding payments due. Once Main Street Menu Club releases these files, they are no longer responsible for keeping the latest version up-to-date. Client can re-engage with Main Street Menu Club for changes of said file(s) in the future and work will be billed at a rate of \$150/hour.

WEBSITE HOSTING If at some point in the future our agreement ends and the Client wants to move in a different direction with their website management service they have two (2) options:

Client can pay Main Street Menu Club \$50 per month to continue hosting on the Main Street Menu Club server.

If Client has an IT provider that understands how to transition the website, we will provide a backup that they can use at no additional charge. Main Street Menu Club is not responsible for the transition of the website.

If client is in arrears more than 30 days, Main Street Menu Club reserves the right to suspend the website until payment is made.

Upon cancelation of Website Hosting with Main Street



Menu Club, and if requested, Client will receive a .zip folder containing published site's content including the files that appear on the live site, like HTML, JavaScript, CSS, images, media files and more.

This does not include external content and data like the online store, dynamic pages, first-party ordering, apps, blog, etc. Available for published sites only.

ENGAGEMENT. Client, by its execution hereof, engages Main Street Menu Club as an independent consultant to perform the services outlined in the proposal above these Terms and Conditions of Service ("Terms and Conditions"). These Terms and Conditions, together with the terms and provisions contained in the proposal above, are hereinafter referred to collectively as the "Agreement." This is a month to month agreement that can be cancelled at any time with 30 days notice. If campaign is suspended mid-billing cycle, the final amount owed will be prorated. In certain cases, website or design fee may be financed over the course of 2+ months. The cost of the website or design project is deducted at the rate per month outlined in the proposal. After project is paid in full, the website or design is owned outright by the client. If client requests website transfer or working files before 6 months, client will owe the balance minus the amount paid as per the above terms.

TERMS. This Agreement shall become effective on the date accepted by Main Street Menu Club below and then continue on a month-to-month basis thereafter. This Agreement may be terminated immediately by Main Street Menu Club if (i) Client fails to pay any fees as and when due hereunder, or (ii) Client ceases to cooperate with Main Street Menu Club or otherwise makes it difficult for Main Street Menu Club to perform the services contracted hereunder, or (iii) Main Street Menu Club discovers that Client is utilizing its website for any purpose that violates federal, state or local law.

FEES AND PAYMENTS. During the Term, Client agrees to pay in full when due the monthly fees for the service selected by Client above. The first monthly fee shall be due upon acceptance of this Agreement by Main Street Menu Club. All subsequent monthly

fees under this Agreement shall be due on the same calendar day of each successive month (i.e., if the Agreement is accepted on May 10, subsequent monthly fees payments shall be due on June 10, July 10, etc.). Client acknowledges and agrees that any fee not paid within ten (10) days after its due date shall bear interest at the rate of 1.5% per month from such tenth (10th) day until paid. Once paid, all fees shall be nonrefundable. Main Street Menu Club reserves the right, at any time, to increase the monthly and other fees charged by Main Street Menu Club for the services provided hereunder upon forty-five (45) days' prior notice to Client.

GENERAL CHANGES. Unless otherwise provided in the Proposal, or if Client is in Subscription that includes this, client is allowed three design changes to the initial design. Client shall pay additional charges for changes in excess of the three design requests or after sign off of design, at Main Street Menu Club's standard hourly rate of \$150 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein.

SUBSTANTIVE CHANGES. If Client requests or instructs Changes that amount to a revision in or near excess of 50 percent (50%) of the time required to produce the Deliverables, and or the value or scope of the Services, Main Street Menu Club shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Main Street Menu Club.

TIMING. Main Street Menu Club will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Main Street Menu Club. Main



Street Menu Club shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Main Street Menu Club’s ability to meet any and all schedules is entirely dependent upon Client’s prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client’s performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Main Street Menu Club’s obligations under this Agreement.

CLIENT AUTHORIZATION. Client authorizes Main Street Menu Club to (i) access without limitation Client’s website to analyze its content and structure; (ii) to alter Client’s website as necessary or desirable in Main Street Menu Club’s sole and absolute discretion for purposes of search engine optimization, and for any other purpose agreed to by Client and Main Street Menu Club; (iii) upload such pages and content to the Client’s website as Main Street Menu Club deems appropriate in its sole and absolute discretion for purposes of search engine optimization; (iv) make use of all of Client’s logos, trademarks, copyrights, website images and similar items to create informational pages and for other uses deemed necessary by Main Street Menu Club to provide the services subscribed for hereunder; and (v) communicate with third parties as Main Street Menu Club deems necessary in its sole discretion to perform Main Street Menu Club’s services hereunder, including but not limited to Client’s web designer.

CLIENT CONSENT TO INSTALLATION OF TELEPHONE TRACKING NUMBER. Standard plan Includes the following telephone and email usage:

Up to 14,000 emails per month. Additional emails will be billed at a rate of \$.000709 per email. 680 minutes of outbound calls per month.

Additional outbound calls will be billed at a rate of \$.0147 per minute.

1125 minutes of inbound calls per month. Additional inbound calls will be billed at a rate of

\$.0089 per minute.

1200 text messages. Additional text messages will be billed at a rate of \$.00083 per text.

At the termination of this Agreement, and provided that Client has paid in full all of the fees due hereunder, including any interest due on the fees payable hereunder, Client will port the telephone tracking number to Client at no cost to Main Street Menu Club. Upon termination of this Agreement, Client shall have sixty (60) days from the effective date of termination to move its website to another website host. If Client has not, by the end of such sixty (60) day period, moved its website to a new website host, Main Street Menu Club shall have the authority and right, without notice to or the consent of Client, to remove Client’s website from Main Street Menu Club’s server, with no liability to Main Street Menu Club for such removal.

EMAIL MANAGEMENT. Client understands that Main Street Menu Club will host their website on our server but not their email. If client requires a solution to manage and maintain email accounts ([HYPERLINK “mailto:email@domain.com”email@domain.com](mailto:email@domain.com)) then they can set that up with their IT provider or Main Street Menu Club will recommend a provider to configure their email account(s) for them at an additional fee paid to that provider directly.

CLIENT ACKNOWLEDGMENTS. Client makes the following acknowledgments: (i) that Main Street Menu Club cannot control or exert influence over the policies or operations of any search engine companies or any other third parties regarding the content of the sites that are accepted by the search engine companies or other third parties; (ii) that Main Street Menu Club will not be responsible for any changes or alterations to Client’s website made by Client or any third parties that negatively impacts the rankings or visibility of Client’s website; (iii) that because the results of the services to be provided by Main Street Menu Club hereunder depend upon a number of factors outside of Main Street Menu Club’s control, Main Street Menu Club cannot guarantee the results of its services to Client; (iv) that because the utilization of certain keywords and key phrases



are very competitive, and because search engines are constantly changing search engine ranking algorithms, Main Street Menu Club cannot guarantee that Client's website will achieve the highest search result position in any search engine or consistent search result positions in the top rankings; (v) that certain search engine companies may affect the rankings of new and/or unproven companies (for example, "sandboxing"); (vi) that search engines will, from time to time, drop listings without specific causes; and (vii) that while Main Street Menu Club shall use commercially reasonable diligence to promptly submit and/or effect a change in rankings of Client's website, some search engines may take several months or longer to list and/or effect a change in rankings.

FORCE MAJEURE. Main Street Menu Club shall not be liable for, nor considered to be in breach under this Agreement due to, delay or failure to perform under this Agreement as a consequence of any conditions that are beyond Main Street Menu Club's reasonable control after exercising commercially reasonable efforts.

DISCLAIMERS OF LIABILITY. IN ADDITION TO ANY DISCLAIMERS OF LIABILITY FOUND ELSEWHERE IN THESE TERMS AND CONDITIONS, Main Street Menu Club SHALL NOT BE LIABLE TO CLIENT FOR INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, LOST PROFITS, WHETHER FORESEEABLE OR BASED ON BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY OR NEGLIGENCE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, NOT WITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED IN THIS AGREEMENT. Main Street Menu Club MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR THIRD PARTY CONTENT OF, OR SOFTWARE, EQUIPMENT OR HARDWARE OBTAINED FROM, ANY THIRD PARTIES.

Main Street Menu Club will not be responsible for results due to any alterations or overwrites made to a website by another party, as Client understands that this can adversely affect the search engine rankings of Client's website(s), nor for the effect of Client linking to any particular websites without the prior consultation and approval of Main Street Menu Club.

CLIENT REPRESENTATIONS AND WARRANTIES; INDEMNITY. Client represents and warrants to Main Street Menu Club the following: (i) that Client owns the URL listed on this Agreement; and (ii) that Client owns or has the absolute and unrestricted right to use and to grant to Main Street Menu Club the right to use all graphics, photos, designs, intellectual property and artwork, and any element or elements thereof, that Client furnishes to Main Street Menu Club. Client indemnifies and holds harmless Main Street Menu Club's owners, officers, directors and employees from and against any and all liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs incurred at trial, appeal or other legal proceeding) arising out of or with respect to any breach by Client of any of the foregoing representations and warranties, or the breach of any representations and warranties contained elsewhere in this Agreement, and/or the failure by Client to comply with any covenant of Client contained in this Agreement. If Client is a company, the individual signing this Agreement represents and warrants that the execution of this Agreement has been authorized by all necessary action of the Client, and that the undersigned has full authority to sign on behalf of and bind the Client hereunder.

GOVERNING LAW/ARBITRATION. This Agreement shall be governed by and under the laws of the State of New York without regard to conflict of laws principles. Any controversy or claim arising out of or under, or relating to, this Agreement, including but not limited to authority to sign this Agreement, contract formation issues, fraud or the breach of any provision hereof, shall be settled by arbitration administered by the American Arbitration Association



in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, in any arbitration hereunder, the arbitrator shall have no authority to award any relief outside the scope of all disclaimers stated in this Agreement. All arbitration proceedings brought hereunder shall be located exclusively in Suffolk County, New York.

MISCELLANEOUS. This Agreement may not be assigned by Client without the prior written consent of Main Street Menu Club which may be withheld or denied by Main Street Menu Club in its sole and absolute discretion. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. The prevailing party in any suit, action or proceeding (including, but not limited to, an arbitration proceeding) arising out of or in connection with this Agreement, shall be entitled to an award of reasonable attorneys' fees, costs and disbursements incurred by it in connection therewith. Any failure by Main Street Menu Club to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. All previous communications about the subject matter of this agreement, either oral or written, are hereby abrogated and withdrawn, and this agreement constitutes the entire agreement between Client and Main Street Menu

Club with regard to the subject matter hereof. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both Client and Main Street Menu Club. There are no third party beneficiaries of or to this Agreement or any of the provisions hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Any signature to this Agreement that is transmitted by fax or email transmission shall be considered an original signature for all purposes. It is the intent of the parties hereto that all provisions of this Agreement shall be enforced to the fullest extent possible. Accordingly, if any arbitrator determines that the scope and/or operation of any provision of this Agreement are too broad to be enforced as written, the parties hereto intend that the arbitrator should reform such provision to the minimum extent necessary to render such provision enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then such provision shall be fully severable, and this Agreement shall be construed and enforced as if such provision was never a part of this Agreement. The rule of construction that an ambiguity in a contract will be construed against the drafter is hereby waived by both parties hereto.

By signing this Agreement, Client acknowledges and affirms that Client has read and fully understands the Terms and Conditions of Service of which form an integral part of this Agreement.