TERMS AND CONDITIONS

General Terms and Conditions - Cook-N-Dine International, Inc.

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You represent that all of the information, data and other materials you provide on this Site or to the Company through any other means are true, accurate, current and complete. You are responsible for correcting and updating the information you have provided on this Site, as appropriate.

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10. SECURITY

The Company is not responsible for any activities that occur under your account and password. The maintaining of the confidentiality of your account and password and the restricting of the access to your computer is your responsibility. You may use this Site only for lawful purposes.

You are responsible for obtaining access to the Site and that access may involve third-party fees. You may not bypass any measures that have been implemented to prevent or restrict access to this Site. Any unauthorized access to the Site by you shall terminate the permission or license granted to you by the Company.

11. TERMINATION OF USE

The Company may, in its sole discretion, terminate your account or use of the Site at any time and without prior notice to you. To the extent this Site is a Transactional site, you are personally liable to the Company for any orders that you place or charges that you incur prior to such termination. The Company also reserves the right to change, suspend or permanently remove all or any content of the Site without prior notice.

12. GOVERNING LAW; DISPUTE RESOLUTION

The Terms and Conditions, your use of this Site and all related matters are governed solely by the laws of the <u>state</u> of <u>Florida</u> and applicable federals laws of <u>United States</u> of <u>America</u>.

Any dispute between you and the Company or you and any other person arising from, connected with or relating to this Site, these Terms and Conditions or any related matters must be resolved before the Courts of **Florida** and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter.

13. MISCELLANEOUS

The non-enforcement of any provision hereof does not constitute a waiver of any right to enforce that provision in the future. These terms and conditions shall inure to the benefit of and be binding upon yourself, the Company and your respective successors and assigns.

If any content on this Site, or your use of the Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you and we ask you not to use the Site.

Except as otherwise expressly provided in these Terms and Conditions, there should be no third-party beneficiary to these Terms and Conditions.

You may not assign the Terms and Conditions, in whole or in part, without the prior written consent of the Company, which may be withheld at the Company's sole

discretion. The Company may assign the Terms and Conditions, in whole or in part, to any third-party in its sole discretion.

These Terms and Conditions constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals between the parties with respect to such subject matter.

14. CONTACT

If you have any questions or comments about these Terms and Conditions or the Site, please contact us by email at: service@teppanyakigrills.com