

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY Critics Table LTD. AN ISRAELI CORPORATION, HAVING ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT Tel Aviv, Israel INCLUDING ITS DIRECT AND/OR INDIRECT SUBSIDIARIES AND AFFILIATES (TOGETHER "**Critics Table**", "**WE**", "**US**", "**THE COMPANY**"), AND YOU, ("**YOUR**", "**YOU**"). THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS ("**THE AGREEMENT**", "**TERMS OF USE**") FOR YOUR USE OF THE WEBSITE AT THETABLE.ME AND ANY RELATED SOFTWARE APPLICATIONS WHETHER EXISTING NOW OR IN THE FUTURE AND ANY AND ALL SERVICES, OFFERED AND AVAILABLE ON OR THROUGH THE SITE OR OTHERWISE PROVIDED BY Critics Table (COLLECTIVELY THE "**SITE**").

1. Acceptance of Terms

By using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to and accept without modification all of the terms and conditions contained herein, and all other operating rules, policies and procedures that may be published from time to time on the Site by Critics Table, each of which is incorporated by reference. These Terms of Use apply to all users of the Service.

IF YOU DO NOT AGREE TO ANY OF SUCH TERMS, CONDITIONS, RULES, POLICIES OR PROCEDURES, DO NOT USE OR ACCESS THE SERVICE.

2. Modification

Critics Table reserves the right, at its sole discretion, to update, modify or replace any of the rules, terms or conditions of this Terms of Use at any time without notice to you. It is your responsibility to check this Terms of Use periodically for changes. Your continued use of the Services following the posting of any changes to this Terms of Use constitutes acceptance of those changes. If any change to this Terms of Use is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Services.

3. Description of the Service

[We collect food reviews by esteemed food writers from the best newspapers, magazines, websites and blogs.

Each review is analyzed based on 6 core parameters – course quality, service and ambience, creativity level, alcohol and beverages, product quality and value for money – to generate a nominal ranking ranging from 1 to 100.

Our smart algorithm then comes up with one ultimate score for each restaurant, based on all the collected reviews. This algorithm also considers other parameters like source credibility, reviews per restaurant, review recency and of course Michelin and Gault Millau ratings.

Finally, we display all the ratings in one friendly chart, which includes all necessary information – like contact details, opening hours and price range – alongside links to the original reviews.

]

4. Content

We are the sole and exclusive copyright owners of the Site and our content, including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, reports and other usage-related data in connection with activities associated with your use and all other elements and components of the Site excluding third party content ("Our Content"). We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Site and Our Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You may not use, copy, publish, display, distribute, reproduce, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of Our Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Properties, Our Content or our IP Rights.

5. Copyright Infringement

If you believe that your copyright has been or is being infringed upon by material found in the Site, you are required to follow the below procedure to file a notification pursuant to the U.S. Digital Millennium Copyright Act (the "DMCA"). You may be subject to liability under Section 512(f) of the DMCA if you knowingly make any misrepresentations on a take-down notice:

- Identify in writing the copyrighted material that you claim has been infringed upon;
- Identify in writing the material on the Site that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer and the business listing it is posted under);

- Include the following statement: "I have a good faith belief that the use of the content on the Site as described above is not authorized by the copyright owner, its agent, or law."
- Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf."
- Provide your contact information including your address, telephone number, and e-mail address (if available);
- Provide your physical or electronic signature; and
- Send the written communication to:
The Critics Table Ltd.
Allenby 94
Tel Aviv,
Israel
Email: Info@thetable.me
Attention: Legal Department - Copyright Notice

6. No Endorsement of Content

Some of the content available through the Site may include materials that belong to third parties. We also obtain business addresses, phone numbers and other contact information from third party vendors who obtain their data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Site. We do not screen or investigate third party material before or after including them on our Site. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Site. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Site, but shall not be liable for any delay or inaccuracies related to such updates.

Third party content, do not reflect our views or that of our parent, subsidiary, affiliated companies, employees, officers, directors, or shareholders. In addition, none of the content available through the Site are endorsed or certified by the providers or licensors of such third party content. We assume no responsibility or liability for any third party content. In addition, we do not assume responsibility or liability for any claims, damages or losses resulting from your reliance or use of the Site, any Third Party sites or the materials contained herein or therein. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

7. Restrictions on Use

Without limiting the generality of this Agreement, You specifically agree not to do the following while using the Site:

- Use the Site for illegal or unauthorized uses;

- Infringe any patent, trademark, trade secret, service mark, copyright, or other intellectual property right of another person;
- Solicit, spam or otherwise advertise to users and/or business using Our Content or the Site;
- Distribute unsolicited or unauthorized advertising, surveys, contests, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or other messages for any purposes;
- Distribute computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with, disrupt, or destroy the functionality or use of any features of the Site;
- Interfere with, disrupt, or destroy the servers or networks connected to the Site, or disobey any rules or regulations applicable to such servers or networks;
- "Hack" or access without permission our proprietary or confidential records, those of another user, or those of anyone else;
- Violate any applicable law, rule, or regulation;
- Decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Site;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features, or features that enforce limitations on use of, the Site; and/or
- Modify, copy, publish, license, sell, rent, lease, lend, transfer or otherwise commercialize any rights to the Site or Our Content;

Each as determined in our sole discretion.

We may at any time in our sole discretion (i) move, edit, delete, or destroy any materials in the Site; (ii) access, preserve, or disclose any materials that you provide or deliver including information that may be collected from you from your web browser or mobile device; (iii) suspend or terminate your access to and use of the Site or any of their features in response to a breach of this Agreement, or for any or no reason; or (iv) take any other action available at law in response to a breach of this Agreement.

8. **Disclaimer of Warranties and Limitation of Liability**

Disclaimer of Warranties

YOU BEAR THE ENTIRE RISK OF USING THE SITE AND ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED ON, OR LINKED TO FROM, THE SITE. WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THE INFORMATION CONTAINED, OR PRODUCTS OR SERVICES OFFERED IN THE PROPERTIES. THE INFORMATION MAY CONTAIN ERRORS OR OMISSIONS, FOR WHICH WE EXPRESSLY DISCLAIM ANY LIABILITY. THE PROPERTIES AND THE ENTIRE CONTENTS THEREOF ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE COMPATIBILITY OF OUR SITE WITH ANY PARTICULAR SOFTWARE OR HARDWARE DEVICES. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK,

AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR SOFTWARE OR HARDWARE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SITE.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED IN THE SITE INCLUDING WITHOUT LIMITATION THE PERFORMANCE OR NON-PERFORMANCE OF ANY RESTAURANT IN CONNECTION WITH THE SERVICES AND THE SITE, WHETHER THE CLAIM FOR DAMAGES IS BASED ON CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US, IF ANY, FOR THE USE OF THE SITE.

9. Miscellaneous

Entire Agreement

The Agreement, any exhibits attached hereto and any and all applicable IO(s) represent the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties.

Indemnity

You agree to indemnify, defend, and hold harmless us and our affiliates, subsidiaries, successors, assignees, licensees, directors, officers, employees, agents, contractors, vendors, business partners, owners, and professional advisors from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable attorney fees) related to (i) Your unauthorized use of the Site, or products or services included or advertised in the Site; or (ii) Your breach of this Agreement.

Force Majeure

Neither party will be liable, or be considered to be in breach of this Agreement, on account of such party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or Affiliate Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event.

Interpretation

The section and subject headings in this Agreement are included for reference only and shall not be used to interpret any provisions of this Agreement. This Agreement shall not be construed against us on the grounds that we conducted or arranged for the drafting of this Agreement.

Severability

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

Governing Law/Dispute Resolution

These Terms are governed exclusively by the laws of the State of New York and the United States. Any controversy or claim relating to this Agreement or the Site shall be submitted to the judicial courts located in New York. You consent to the exclusive jurisdiction of those courts. You must commence any legal action against us within one (1) year after the alleged harm initially occurs. Failure to commence the action within that period shall forever bar any claims or causes of action regarding the same facts or occurrence. WHERE PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHTS TO A JURY TRIAL.

Last update: September 2014