



TERMS AND CONDITIONS OF USE

We are pleased to welcome you to www.mechanoodlebar.com (the “Platform”), operated by EatRamen Holdings, LLC (“EatRamen”). These Terms and Conditions of Use (“Terms of Use”) govern your access to and use of EatRamen’s online Platform, which includes a website, info@mechanoodlebar.com and a related mobile application (the “Platform”) through which you view our menus and our locations, and place orders for delivery of food and beverages and other items from our restaurants (the “Services”). In these Terms of Use, the words “you” and “your” refer to each customer, user, Platform guest or visitor and “we”, “us” and “our” refer to EatRamen, its subsidiaries, successors in interest and assigns, and info@mechanoodlebar.com and EatRamen mobile application.

Please read these terms of use carefully before using the Platform and make sure you understand them. These Terms of Use, including all documents referenced herein, represent the entire understanding and agreement between EatRamen and you regarding your use of the Platform and supersede any prior statements or representations. This Platform’s Privacy Policy is incorporated into these Term of Use by reference and is made a part hereof. You are not authorized to use the Platform if you do not agree to be legally bound by any or all of these Terms and Conditions.

Consent to Terms and Conditions

By using the Platform and/or creating an account, you agree that you have read and understood the Terms of Use and agree that you will comply with same for as long as you use the Platform.

Use of this Platform

Access to, distribution and/or use of this Platform is subject to all applicable laws and regulations. To the extent that access to, distribution and/or use of this Platform would be deemed illegal by applicable law, such access, distribution and/or use is prohibited. Each time you visit any area on the Platform and/or create an account and/or any participate in any interactive functionality of the Platform, you are deemed to have confirmed your acceptance to these Terms of Use and the Platform’s Privacy Policy. If you do not agree to abide by these Terms of Use and the Privacy Policy, please do not use this Platform. By having accepted these Terms of Use, and/or entering and participating in the activities offered on this Platform, you affirm, represent and warrant that: (a) you are 16 years of age or older; (b) all information you submit via the Platform shall be truthful and accurate (and you will maintain the accuracy of such information); (c) you will abide by these Terms of Use; (d) you are a resident of the U.S.; and (e) your use of the Platform shall not otherwise violate any applicable law, rule or regulation.

Changes to the Terms of Use

From time to time, these Terms of Use may change. EatRamen reserves the right to modify these Terms of Use without prior individual notice. We will post changes to the Terms of Use on this Platform and changes will become effective once posted. Your continued access to or use of the Platform will be deemed as acceptance by you of the then-current Terms of Use. Please review these Terms of Use often so that you will remain abreast of our current policies.

You can tell when the Terms of Use were last modified by checking the “last updated” date that appears at the top.

Ownership of the Platform and Services

This Platform and the Services provided by EatRamen on the Platform and all intellectual property rights to the same (collectively, “Materials”) are owned or licensed by EatRamen. EatRamen hereby grants you permission to use the Platform as set forth in these Terms of Use but nothing in these Terms shall be construed to confer upon you any license of or under any of EatRamen’s intellectual property rights in the Materials.

You acknowledge that you have no ownership rights in the Materials. You further understand and agree that you will not use any trademarks, trade names, services marks, copyrights or logos of EatRamen (collectively, “EatRamen intellectual property”) in any manner which creates the impression that such items belong to or are associated with you, or except as otherwise provided and with EatRamen’s consent.

Except as otherwise indicated on this Platform, copying, reproducing, uploading, downloading, transmitting or any other use of this Platform or of any of the Materials, in whole or part, without the express permission of EatRamen, is prohibited. Any unauthorized access to, use or copying of this Platform and/or the Materials may subject you to liability under applicable law, and may result in legal action.

Provision of the Services by EatRamen

EatRamen seeks to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which EatRamen provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that EatRamen may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally, at EatRamen’s sole discretion. EatRamen may disable your account, with no notice to you if, in EatRamen’s sole and subjective discretion, you are in violation of any of the Terms of Use.

You acknowledge and agree that if EatRamen disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

Creating An Account

For ease of placing orders through the Platform, when you order directly through the Platform, you will be asked to provide your name, e-mail address and phone number, which we will retain (your “Account”). All information you provide must be truthful. You are responsible for the security of your Account and for any use or unauthorized use of the Platform. You must be at least 16 years old to set up an Account. The information you provide to EatRamen is subject to our Privacy Policy. Please see our Privacy Policy [\[\[link here to Privacy Policy\]\]](#) for information concerning the collection and use of Personal Information from this Platform. If you order through a third party platform, we do not collect and/or store your name, e-mail address, or phone number, and no Account is created.

Termination or Cancellation of Your Account

You may terminate your Account with EatRamen at any time, at your sole discretion, by sending an e-mail to info@mechanoodlebar.com.

We may terminate or suspend your Account and your access to the Services at any time, for any reason, and without advance notice. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services. EatRamen may refuse service to anyone, at any time, for any reason.

Ordering Through EatRamen

By placing orders or purchasing merchandise or gift cards through the Platform, you are agreeing to our Terms of Use, including those governing your orders from and payments to EatRamen. If you violate the Terms of Use, we may cancel your Account.

All payment transactions are processed through and governed by the Terms and Conditions of Use and other policies of Olo and/or Paypal. Please review carefully the terms and conditions of use on www.olo.com and www.paypal.com. EatRamen is not liable to you for any claims, losses, causes of action, or damages arising from or related to conduct or actions governed by these third party platforms.

Links

The Platform may contain links to other applications, Platforms and social media features (collectively, "Apps") that are not controlled and/or maintained by EatRamen. Access to and use of such other Apps is at your own risk and subject to any Terms of Use and Privacy Policies which govern such Apps. By providing such links, EatRamen shall not be deemed to endorse, recommend, approve, or guarantee any third parties or their services or products, or any facts, views, advice, information, promotions and/or products found on such Apps. EatRamen is not responsible for the content contained on any such App, or for the failure of any product or service offered, available for purchase, or advertised on any such App or for any damages that may result therefrom. Copyrights in the materials or information on the linked Apps are owned by other organizations. Moreover, such other Apps may have privacy policies or terms of use that differ from those of the Platform and/or may provide their users with less security than the Platform. Accordingly, you should review the privacy policies and terms of use on such other Apps before using them.

Your Responsibilities

You are responsible for undertaking suitable precautions to scan for computer viruses and maintaining a backup of all your data and/or your equipment. You agree that you will not upload any spyware or malicious software to the Platform.

You are responsible for maintaining the confidentiality of your account information, and you agree that you will restrict access to your device to avoid disclosure of such. You further agree that you will be responsible for all activity taken under your account.

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Platform and Services.

Limitation of Liability and Warranty and Use Disclaimer

EatRamen endeavors to make sure that all information and data it originates on the Platform is accurate. However, EatRamen is not responsible for any damages or loss related to the use of this Platform.

THIS PLATFORM, ALL CONTENT AND MATERIAL CONTAINED ON THIS PLATFORM, ALL SERVICES PROVIDED ON THIS PLATFORM AND ALL LINKS OR OTHER ITEMS RELATED THERETO ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND TO THE FULLEST EXTENT PERMITTED AT LAW WITHOUT GUARANTEES, REPRESENTATIONS,

AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, THAT THE PLATFORM AND/OR ITS FEATURES AND FUNCTIONS WILL BE AVAILABLE FOR USE OR WORK AS DESCRIBED. THERE ARE NO GUARANTEES, REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS REGARDING TITLE, SECURITY, ACCURACY, ACCEPTABLE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE PLATFORM OR THE MATERIALS AND CONTENT CONTAINED HEREON. ANY INFORMATION CONTAINED WITHIN OR ON THIS WEBSITE IS SUBJECT TO AMENDMENT, REVISION OR UPDATING. EATRAMEN RESERVES THE RIGHT TO SUSPEND OR WITHDRAW ACCESS TO THIS WEBSITE WITHOUT NOTICE AT ANY TIME AND TO THE FULLEST EXTENT PERMITTED AT LAW, ACCEPTS NO RESPONSIBILITY FOR THE PLATFORM OR SERVICES NOT BEING AVAILABLE AT ALL TIMES.

UNLESS PROHIBITED BY LAW, NEITHER EATRAMEN (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES), NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS PLATFORM, SHALL BE LIABLE FOR ANY ALLEGED DAMAGE OR INJURY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY COMPENSATORY, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL AND/OR ANY OTHER DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE OR ACCESS THIS APPLICATION OR FROM ANY MATERIALS CONTAINED HEREON OR FROM ANY COMPUTER VIRUS, MALFUNCTION OR OTHER FAILURE.

TO THE FULLEST EXTENT PERMITTED BY LAW, EATRAMEN MAKES NO GUARANTEES, WARRANTIES, REPRESENTATIONS OR CONDITIONS ABOUT THE ACCURACY OR SUITABILITY FOR ANY PURPOSE OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY PLATFORMS LINKED TO THIS PLATFORM; AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER FROM ACCESS TO, REPRODUCTION, DISTRIBUTION AND/OR USE OF THIS PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO, REPRODUCTION, DISTRIBUTION OR USE OF EATRAMEN'S SECURE SERVER AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREON, (IV) ANY INTERRUPTION OF OR CESSATION OF THE PLATFORM, (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED VIA THE PLATFORM AND/OR BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OF TRANSMITTED INFORMATION OR DATA, OR DAMAGE THAT IS THE RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY OR THROUGH THE PLATFORM.

EatRamen is not responsible for any damages or loss related to your reliance on any outdated version of these Terms of Use, including, but not limited, to any outdated version of our Privacy Policy.

Indemnity

Unless prohibited by law, you agree to indemnify EatRamen, and each of its parent, subsidiary and affiliated entities (collectively, "EatRamen Affiliates"), furnishing entities, officers, directors, members, employees, representatives, licensees, agents, successors, assignees and partners, from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered, incurred or brought against any one or more of them by a third party relating to, or arising from or in connection with: (i) your breach or alleged breach of any of your representations and/or warranties set forth in these Terms of Use; (ii) your use of the Platform; and/or (iii) any violation of these Terms of Use. You agree that your representations and warranties, and your obligation to indemnify EatRamen, shall survive beyond any term for which these Terms of Use are in effect.

Electronic Communications

When you communicate with EatRamen electronically, via email or otherwise, you consent to receive electronic communications from EatRamen. You agree that all communications (including, but not limited to all notices, agreements and disclosures) provided to you electronically by EatRamen satisfy any legal requirement that such communication be in writing. EatRamen encourages you to retain your own copies

of relevant information; however, upon your written request, EatRamen will provide you with a copy of the information you provided to EatRamen when creating your Account. Please see our Privacy Policy concerning providing information to EatRamen, your consent to receiving information from EatRamen, your ability to withdraw such consent, and EatRamen's obligations with respect to maintaining and/or returning any information you have provided to EatRamen. To request a copy of information you provided to EatRamen, please contact us at info@mechanoodlebar.com.

With respect to all communications you make to EatRamen directly and/or through the Platform, including but not limited to feedback, questions, comments, suggestions and the like: (i) you shall have no right to confidentiality in your communications and EatRamen shall have no obligation to protect your communications from disclosure; (ii) EatRamen shall be free to reproduce, use, publish, display, disclose and distribute your communications to others without limitation; and (iii) EatRamen shall be free to use any ideas, concepts, know-how, information, data content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information, without obligation to you.

At certain points in the ordering process, you may be prompted to provide feedback to EatRamen. Your provision of feedback is entirely optional and, if you do provide feedback, such feedback will be used by EatRamen solely for internal purposes. If we were to use this feedback for any purpose other than our own internal purposes, we will first obtain your express consent.

Acquisition of Business

In the event that EatRamen, or an affiliate or EatRamen is involved in a merger, acquisition, consolidation, restructuring, reorganization, liquidation, sale or similar transaction relating to any portion of its business and/or assets, or in the unlikely event that EatRamen goes out of business or enters bankruptcy, each User hereby acknowledges and agrees that the Platform, all data collected on the Platform (including Personal Information still within our possession, custody or control), and any of our rights and obligations under this Privacy Policy may be included in the assets of, and/or transferred pursuant to, such transaction, and that any acquirer or successor (or a third party through bankruptcy) of EatRamen may continue to use the Personal Information as set forth in this Privacy Policy. If that occurs, a notice will be posted to such effect on the Platform and/or notification will be provided by any other media or contact method as may be required by applicable laws and regulations.

Contact Us

If you have any questions concerning this Platform or any of the policies set forth in these Terms of Use, please contact us at info@mechanoodlebar.com.

Copyright Infringement - Notice and Take-Down Policy

EatRamen values intellectual property and respects the intellectual property rights of others, and will remove materials on its Platform that infringe the copyrights of others. If you believe that your copyrighted material has been infringed by material contained on this Platform, you may notify EatRamen in writing as follows:

Address: EatRamen
46 Mill Plain Road
Danbury, CT 06810

Electronic Mail Address: info@mechanoodlebar.com

In your notice, you must include the following:

- i. a physical or electronic signature of the owner of an exclusive right that is being infringed or of a person authorized to act on behalf of such owner;
- ii. identification of the copyrighted work(s) that is (are) allegedly being infringed;
- iii. identification of the materials that are causing the infringement and that are to be removed, along with sufficient information to allow EatRamen to locate such materials;
- iv. contact information (i.e., name, address, email address) sufficient to enable EatRamen to contact you;
- v. a statement to the effect that you have a good faith belief that the complained of use of the material was not authorized by the owner of the copyright, its agent or the law; and
- vi. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

U.S. Export Controls

Software from or related to this Platform (the “Software”) may be subject to United States export controls or the export controls of other countries from where you access the Platform. No Software may be downloaded from the Platform or otherwise exported or re-exported in violation of U.S. or other countries’ export laws, as applicable. Downloading or using the Software is at your sole risk. .

Disputes and Governing Law

Use of this Platform and these Terms of Use shall be governed by the laws of the State of New York of the United States of America, without regard to its conflict of law provisions. In the event that any portion of these Terms of Use are deemed unenforceable, unlawful or void by a tribunal of competent jurisdiction, in any jurisdiction for any reason, unless narrowed by construction, such portion of these Terms of Use shall, for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable portion had been more narrowly constructed so as not to be invalid, prohibited or unenforceable (or if such provision cannot be drawn narrowly enough, the tribunal making any such determination shall have the power to modify such portion of these Terms of Use to the extent necessary to make such portion of these Terms of Use enforceable in such jurisdiction, and such portion shall then be applicable in such modified form in such jurisdiction). If, notwithstanding the foregoing, any such portion of these Terms of Use would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such portion, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions set forth in these Terms of Use. No narrowed construction, modification or invalidation of any portion of the Terms of Use shall affect the construction, validity or enforceability of such portion in any other jurisdiction. No waiver by EatRamen of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition, and EatRamen’s failure to assert any right or demand compliance with any provision of these Terms of Use shall not be deemed to constitute a waiver of any such right or provision.

Except where prohibited by law, as a condition of you accepting these Terms of Use and/or accessing and/or using this Platform, you agree that (1) any and all disputes and causes of action arising out of or connected with this Platform shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in New York within one year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association; and (2) judgment upon such arbitration award may be entered in any court having jurisdiction. Unless prohibited by law, no arbitration brought pursuant hereto shall be joined to any other action or arbitration.

The rules governing arbitration are different than those in court. Arbitration does not involve a judge or jury and review is limited, but an arbitrator can award the same damages as a court. Except as may otherwise be provided in AAA's Consumer Due Process Protocol that allows consumers to file certain claims in small claims court, you understand that by accepting these Terms and Conditions, you are giving up your right to a trial in court, either with or without a jury.

Unless prohibited by law, under no circumstances will you be permitted to obtain an award for, and by accessing and/or using the Platform you waive all rights to claim, punitive, incidental, consequential or any other indirect damages (including multiplied and/or increased damages and/or attorneys' fees and court costs) for, any dispute or cause of action that you may have that relates in whole or part to this Platform, and/or the Content and/or the Materials.

By accepting these Terms and Conditions, you have agreed to waive your right to recover any damages relating to your use of the Platform. If such waiver is deemed unenforceable, you, nonetheless, and notwithstanding anything to the contrary set forth in these Terms of Use or otherwise, you agree that your recovery with respect to any and all claims, judgments, and awards for which you are entitled shall, unless prohibited by law, be limited to your actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Notwithstanding anything to the contrary set forth in these Terms of Use, EatRamen may at any time seek injunctive or other appropriate relief against you and/or against others, in any state or federal court in the state of New York and/or in any other court chosen by EatRamen, in the event that EatRamen believes that there is a violation, or a threatened violation, that has jurisdiction of any of EatRamen's intellectual property rights and, in such case, you hereby consent to the exclusive jurisdiction and venue of such court.