

FACTCheckDining, Inc. – TERMS AND CONDITIONS

Effective Date: January 3, 2025

Last Updated: January 3, 2025

1. AGREEMENT TO TERMS

These Terms and Conditions ("Terms") form a binding legal agreement between you ("you," "User," or "your") and FACTCheckDining, Inc., a Delaware corporation ("FACTCheckDining," "we," "us," or "our"), governing your use of our website, mobile application, platform, and related services (collectively, the "Services").

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, incorporated herein by reference.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

We may prompt you to reconfirm your agreement to these Terms periodically through the platform. Your continued use constitutes ongoing acceptance.

2. CHANGES TO TERMS

We reserve the right to modify these Terms at any time. We will provide notice of material changes by:

- Posting an updated version on our website with a new "Last Updated" date

Changes become effective thirty (30) days after notice is provided, except for changes required by law, which may be effective immediately. Your continued use of the Services after the effective date constitutes acceptance of the revised Terms.

If you do not agree to the changes, you must discontinue use of the Services and may request account deletion by contacting us at info@factcheckdining.com.

3. SERVICES OVERVIEW

A. CORE SERVICES:

FACTCheckDining is a technology platform that provides allergy-conscious and dietary restriction-aware

food recommendations based on publicly available menu data, restaurant-provided information, affiliate-provided information, and user-input allergy and dietary profiles. Our Services include:

1. Restaurant Discovery:

Search and discovery of restaurants with menu filtering based on food allergies and dietary restrictions.

2. Affiliate Program:

Display of menus and food service information from institutional food service providers, including but not limited to:

- Collegiate and K-12 educational institutions
- Hospitals and healthcare facilities
- Senior living communities and assisted living facilities
- Corporate cafeterias and other institutional dining providers

3. Menu Viewing:

Public access to view affiliate menus without account creation. **However, allergy filtering, dietary restriction filtering, and personalized safety recommendations are only available to registered users with active accounts.**

4. Personalized Filtering:

Registered users may create profiles that include:

- Food allergies (e.g., peanuts, tree nuts, shellfish, dairy, eggs, soy, wheat, fish, sesame)
- Dietary restrictions (e.g., vegetarian, vegan, gluten-free, kosher, halal, keto, paleo, low-sodium)
- Personal preferences and intolerances

B. INFORMATIONAL TOOL – NOT MEDICAL ADVICE:

The Services are informational tools intended to assist, not replace, your personal due diligence and professional medical advice.

WE DO NOT GUARANTEE THAT:

- Restaurant or affiliate ingredient data is accurate, complete, current, or up-to-date
- Food service staff have disclosed all allergen information or cross-contact risks
- Suggested menu items are safe for your consumption
- Restaurants or affiliates will not change ingredients, suppliers, preparation methods, or kitchen practices without notice

YOU UNDERSTAND AND ACKNOWLEDGE THAT:

- Restaurants and affiliates frequently modify recipes, suppliers, and cross-contamination protocols without public disclosure
- Ingredient lists may be incomplete, outdated, or incorrectly reported by third parties
- The Services rely on data provided by restaurants, affiliates, third-party APIs, and public sources, which we do not independently verify

- Affiliate menus displayed without account login do not include allergy or dietary restriction filtering and should not be relied upon for safety

YOU ARE SOLELY RESPONSIBLE for confirming allergen and dietary information directly with restaurant or affiliate food service staff before consuming any food. The Services are not a substitute for direct communication with food service providers.

4. ELIGIBILITY

You must be at least **13 years old** to use our Services. By using the Services, you represent and warrant that you meet this age requirement.

Users Under 18: If you are under 18 years of age, you may only use the Services with the involvement, supervision, and express consent of a parent or legal guardian who agrees to be bound by these Terms on your behalf. Parents and guardians are responsible for monitoring and supervising minors' use of the Services.

We reserve the right to request proof of parental consent and to terminate accounts if we believe a user is under 13 or using the Services without proper parental authorization.

5. USER ACCOUNTS

A. ACCOUNT CREATION:

To access certain features (including allergy filtering, dietary restriction filtering, and personalized recommendations), you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain the confidentiality of your account credentials (username, password, authentication tokens)
- Update your account information promptly if it changes
- Notify us immediately of any unauthorized access or security breach at info@factcheckdining.com
- Accept responsibility for all activity occurring under your account, whether authorized or not

B. PUBLIC MENU ACCESS:

Certain affiliate menus may be viewed without creating an account. However, **allergy filtering, dietary restriction filtering, and safety recommendations are not available for public menu viewing**. Users viewing menus without an account do so at their own risk and must independently verify all allergen and dietary information with the food service provider.

C. ACCOUNT ACTIONS:

We may suspend, restrict, or terminate accounts that exhibit:

- Fraudulent, abusive, or malicious behavior
 - Violation of these Terms or applicable laws
 - Security threats to the platform or other users
 - Inactivity for an extended period (we will provide notice before termination for inactivity)
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6. MEDICAL DISCLAIMER & ASSUMPTION OF RISK

THE SERVICES DO NOT PROVIDE MEDICAL ADVICE.

FACTCheckDining is not a medical device, healthcare provider, or substitute for professional medical consultation. The Services are not regulated by the U.S. Food and Drug Administration (FDA) and are not intended to diagnose, treat, cure, or prevent any disease or medical condition.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- The risk of allergic reaction, anaphylaxis, illness, injury, or death from food consumption cannot be eliminated
- Restaurant and affiliate data may be incomplete, inaccurate, or outdated
- Cross-contamination and hidden allergens are common in food service environments, including institutional settings
- Dietary restriction filtering (e.g., vegetarian, gluten-free, kosher) relies on third-party data and may not account for cross-contact or preparation methods
- Public menu viewing without account login does not include allergy or dietary filtering and should not be used to make safety decisions
- You assume all risk associated with relying on any recommendation, suggestion, or information provided by the Services

YOU SHOULD:

- Consult with a licensed allergist, physician, dietitian, or healthcare provider before relying on the Services for medical or dietary decisions
- Always verify allergen and dietary information directly with restaurant or affiliate food service staff before consuming food
- Carry appropriate emergency medications (e.g., epinephrine auto-injector) if you have severe allergies
- Inform food service staff of your allergies, dietary restrictions, and cross-contamination concerns

By using the Services, you acknowledge that you are using them at your own risk.

7. DISCLAIMERS OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"** WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- **Implied warranties of merchantability**
- **Implied warranties of fitness for a particular purpose**
- **Warranties of non-infringement**
- **Warranties regarding accuracy, reliability, or completeness of content**
- **Warranties that the Services will be uninterrupted, secure, or error-free**

We do not warrant that:

- The Services will meet your specific requirements or expectations
- Any errors, bugs, or defects will be corrected
- The Services or servers are free from viruses, malware, or other harmful components
- Data transmitted through the Services will be secure or not intercepted by third parties
- Restaurant or affiliate menu data is accurate, current, or complete
- Allergy or dietary filtering will identify all unsafe food items
- Public menu viewing without account login provides any safety protections

Some jurisdictions do not allow the exclusion of implied warranties. In such jurisdictions, the above exclusions may not apply to you, and you may have additional rights.

8. LIMITATION OF LIABILITY & DAMAGE CAP

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FACTCHECKDINING AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, PARTNERS, AND AFFILIATE PROGRAM PARTICIPANTS (COLLECTIVELY, "FACTCHECKDINING PARTIES") SHALL NOT BE LIABLE FOR:

A. DIRECT DAMAGES, INCLUDING:

- Allergic reactions, anaphylaxis, personal injury, illness, or death
 - Medical expenses, lost wages, or pain and suffering
 - Loss of data, profits, or business opportunities
 - Costs of substitute goods or services
 - Damages arising from reliance on public menu viewing without allergy or dietary filtering
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B. INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING:

- Errors, omissions, delays, or inaccuracies in restaurant or affiliate data or recommendations
 - Unauthorized access to or alteration of your data
 - Service interruptions, downtime, or platform unavailability
 - Third-party conduct or content
 - Inaccurate allergy or dietary filtering
 - Cross-contamination or undisclosed ingredients at affiliate locations
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C. ABSOLUTE EXCLUSION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FACTCHECKDINING PARTIES SHALL HAVE **NO LIABILITY WHATSOEVER** FOR ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

This exclusion of liability applies even if:

- FACTCheckDining Parties have been advised of the possibility of such damages
- The Services fail to meet your requirements or expectations
- Data provided by the Services is inaccurate, incomplete, or outdated
- You suffer allergic reactions, illness, injury, or death as a result of relying on the Services

You acknowledge that:

- The Services are provided free of charge (or at nominal cost)
- You would not have access to these Services without this complete exclusion of liability
- This exclusion is a material term of the agreement and a condition of your use of the Services

Jurisdictional Savings Clause:

In jurisdictions that do not permit the complete exclusion of liability, FACTCheckDining Parties' liability shall be limited to the **minimum extent permitted by law**, which shall in no event exceed **One Hundred Dollars (USD \$100.00)** in the aggregate for all claims.

D. LIABILITY INSURANCE DISCLOSURE

FACTCheckDining currently does not maintain general liability insurance or errors and omissions (E&O) insurance. We are in the process of evaluating insurance options. By using the Services, you acknowledge and accept this limitation.

E. BASIS OF THE BARGAIN

You acknowledge and agree that:

- This limitation of liability is a **fundamental element** of the agreement between you and FACTCheckDining
 - FACTCheckDining would not provide the Services without these limitations
 - The limitations reflect a reasonable allocation of risk given that the Services are provided free of charge or at nominal cost
 - You are voluntarily choosing to use the Services with full knowledge of these limitations
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F. JURISDICTIONAL LIMITATIONS

Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, death, incidental damages, or consequential damages. In such jurisdictions:

- The above limitations and exclusions shall be enforced to the **maximum extent permitted by law**
 - If any portion of this Section is found invalid or unenforceable, the remaining provisions shall remain in full force and effect
 - FACTCheckDining Parties' liability shall be limited to the minimum extent required by applicable law
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9. ASSUMPTION OF RISK & INDEMNIFICATION

A. ASSUMPTION OF RISK:

You voluntarily assume all risks associated with using the Services, including but not limited to:

- Reliance on restaurant or affiliate data that may be inaccurate or incomplete
- Food allergies, intolerances, or adverse reactions
- Cross-contamination or undisclosed ingredients
- Changes to restaurant or affiliate menus, suppliers, or preparation methods
- Viewing affiliate menus without account login and without allergy or dietary filtering
- Inaccuracies in dietary restriction filtering (e.g., vegetarian, gluten-free, kosher, halal)

B. USER INDEMNIFICATION:

You agree to defend, indemnify, and hold harmless FACTCheckDining Parties from and against any and

all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to:

- Your use or misuse of the Services
- Your breach of these Terms or violation of any law or regulation
- Your violation of any third-party rights, including intellectual property, privacy, or publicity rights
- Any content, feedback, or information you submit to the Services
- Any injury, illness, or damage resulting from your reliance on the Services, including reliance on public menu viewing or allergy/dietary filtering
- Your consumption of food from restaurants or affiliate locations discovered through the Services

Your indemnification obligation survives termination of these Terms and your use of the Services.

10. AFFILIATE PROGRAM

A. AFFILIATE RELATIONSHIPS:

FACTCheckDining partners with institutional food service providers ("Affiliates") to display menu information, including but not limited to:

- Collegiate and K-12 educational institutions
- Hospitals and healthcare facilities
- Senior living communities and assisted living facilities
- Corporate cafeterias and other institutional dining providers

B. AFFILIATE MENU DISPLAY:

Affiliate menus may be displayed publicly without requiring account creation. However:

- **Public menu viewing does not include allergy filtering or dietary restriction filtering**
- **Allergy and dietary filtering are only available to registered users with active accounts**
- Users viewing menus without account login are responsible for independently verifying all allergen and dietary information with the Affiliate's food service staff

C. AFFILIATE DATA:

Affiliate menu data is provided directly by Affiliates or sourced from publicly available information. FACTCheckDining does not independently verify the accuracy, completeness, or currentness of Affiliate-provided data.

D. NO ENDORSEMENT:

Display of Affiliate menus does not constitute an endorsement, recommendation, or certification of safety by FACTCheckDining. Affiliates are independent entities responsible for their own food safety practices, allergen management, and compliance with applicable food service regulations.

E. AFFILIATE CHANGES:

Affiliates may modify menus, ingredients, suppliers, or preparation methods at any time without notice to

FACTCheckDining or users. Users are solely responsible for confirming current menu information and allergen details with Affiliate food service staff.

F. NO LIABILITY FOR AFFILIATE CONDUCT:

FACTCheckDining is not liable for any errors, omissions, allergen cross-contact, or food safety issues at Affiliate locations. Your relationship with Affiliates is direct, and any disputes must be resolved with the Affiliate, not FACTCheckDining.

11. USER CONTENT & LICENSE GRANT

A. USER SUBMISSIONS:

If you submit, upload, or transmit any content to the Services (including but not limited to feedback, reviews, comments, suggestions, photos, allergy profiles, dietary preferences, or communications) (collectively, "User Content"), you grant FACTCheckDining a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable license to:

- Use, reproduce, modify, adapt, publish, translate, distribute, and display your User Content
- Create derivative works based on your User Content
- Incorporate your User Content into other works, products, or services
- Use your User Content for research, development, marketing, and commercial purposes

B. REPRESENTATIONS AND WARRANTIES:

By submitting User Content, you represent and warrant that:

- You own or have the necessary rights, licenses, and permissions to grant the above license
- Your User Content does not infringe, violate, or misappropriate any third-party intellectual property, privacy, publicity, or other rights
- Your User Content does not contain unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable material
- You have obtained all necessary consents from individuals identifiable in your User Content

C. USE FOR AI/ML TRAINING:

You acknowledge and agree that we may use User Content, along with anonymized or de-identified usage data, interaction patterns, allergy profiles, dietary preferences, and feedback, to:

- Train, improve, and develop machine learning models and artificial intelligence systems
- Enhance allergy and dietary filtering algorithms
- Conduct research and analytics to improve the Services
- Generate aggregated insights and benchmarks

We will not use personally identifiable information (PII) from User Content for AI/ML training without your explicit consent, except in de-identified or aggregated form that cannot reasonably be used to identify you.

D. NO OBLIGATION:

We have no obligation to monitor, store, or use any User Content, and we may remove or refuse to display any User Content at our sole discretion.

12. PROHIBITED USES

You agree not to use the Services for any unlawful, harmful, or prohibited purpose. Specifically, you may not:

A. ILLEGAL OR HARMFUL CONDUCT:

- Violate any applicable federal, state, local, or international law or regulation
- Engage in fraudulent, deceptive, or misleading practices
- Harass, threaten, intimidate, or harm others
- Distribute or transmit viruses, malware, ransomware, or other harmful code

B. UNAUTHORIZED ACCESS:

- Attempt to gain unauthorized access to our systems, servers, networks, or databases
- Interfere with or disrupt the integrity, performance, or availability of the Services
- Bypass, disable, or circumvent any security features, access controls, or usage restrictions
- Use automated tools (bots, scrapers, crawlers) to access the Services without written permission
- Scrape or extract Affiliate menu data for commercial or competitive purposes

C. MISUSE OF CONTENT:

- Reverse-engineer, decompile, disassemble, or derive source code from the Services
- Scrape, harvest, or extract data from the Services for commercial or competitive purposes
- Redistribute, resell, or sublicense the Services or any content without authorization
- Create derivative works based on the Services without our express written consent

D. IMPERSONATION & MISREPRESENTATION:

- Impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity
- Forge headers, manipulate identifiers, or otherwise disguise the origin of any content
- Falsely represent yourself as an Affiliate or food service provider

E. SPAM & ABUSE:

- Send unsolicited or unauthorized advertising, promotional materials, spam, or chain letters
- Upload content that is unlawful, defamatory, obscene, pornographic, or otherwise objectionable

Violation of this section may result in immediate account termination and legal action.

13. THIRD-PARTY LINKS, CONTENT, AND SERVICES

The Services may contain links to third-party websites, applications, APIs, or services (e.g., Google Places API, Google Maps, restaurant websites, Affiliate websites, mapping services) ("Third-Party Services").

YOU ACKNOWLEDGE AND AGREE THAT:

- FACTCheckDining does not control, endorse, or assume responsibility for Third-Party Services
- We are not liable for the accuracy, legality, quality, or practices of Third-Party Services
- Your interactions with Third-Party Services are governed by their own terms of service and privacy policies
- You access and use Third-Party Services at your own risk

We may integrate data from Third-Party Services (e.g., restaurant menus, Affiliate menus, location data, reviews) into our platform. We make commercially reasonable efforts to verify the accuracy of such data but cannot guarantee its completeness or correctness.

14. ACCOUNT TERMINATION & DATA EXPORT

A. TERMINATION BY YOU:

You may terminate your account at any time by contacting us at info@factcheckdining.com with the subject line: "Account Deletion Request – [Your Full Name]."

Upon termination, you may request an export of your data in a machine-readable format (e.g., JSON, CSV). We will provide the export within thirty (30) days, subject to verification of your identity.

B. TERMINATION BY US:

We reserve the right to suspend, restrict, or terminate your access to the Services at our sole discretion, with or without notice, for any reason, including but not limited to:

- Violation of these Terms or applicable laws
- Fraudulent, abusive, or malicious behavior
- Security threats to the platform or other users
- Extended account inactivity (we will provide thirty (30) days' notice before terminating inactive accounts, except in cases of fraud or abuse)

C. EFFECT OF TERMINATION:

Upon termination:

- Your right to access and use the Services immediately ceases

- You will lose access to allergy filtering, dietary restriction filtering, and personalized recommendations
- You may continue to view publicly available Affiliate menus without account login, but without safety filtering
- We may delete your account data and User Content, except as required by law or for legitimate business purposes (e.g., backups, fraud prevention, legal compliance)
- Sections that by their nature should survive termination (including but not limited to Sections 6, 7, 8, 9, 11, 14, 15, and 16) shall remain in effect

We are not liable to you or any third party for any termination of your access to the Services.

15. DISPUTE RESOLUTION

A. GOVERNING LAW:

These Terms shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of law principles. This choice of law applies regardless of where you access the Services.

B. MANDATORY ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Except as provided below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services (collectively, "Disputes") shall be resolved through **final and binding arbitration** rather than in court.

1. Arbitration Agreement:

You and FACTCheckDining agree to resolve Disputes through individual arbitration administered by the **American Arbitration Association (AAA)** under its Consumer Arbitration Rules, available at www.adr.org.

2. Arbitration Process:

- The arbitration shall be conducted by a single neutral arbitrator
- The arbitrator's decision shall be final and binding
- The arbitration shall take place remotely (via videoconference) unless both parties agree to an in-person hearing
- Each party shall bear its own costs and attorneys' fees, unless the arbitrator awards fees to the prevailing party as permitted by law
- The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim

3. Exceptions to Arbitration:

Notwithstanding the above, either party may:

- Bring an individual action in small claims court if the claim qualifies
- Seek injunctive or equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights

4. CLASS ACTION WAIVER:

YOU AND FACTCHECKDINING AGREE THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION, CLASS ARBITRATION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION.

You waive any right to participate in a class action lawsuit or class-wide arbitration against FACTCheckDining. The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

5. Opt-Out Right:

You have the right to opt out of this arbitration agreement by sending written notice to info@factcheckdining.com within **thirty (30) days** of first accepting these Terms. Your opt-out notice must include your name, email address, and a clear statement that you wish to opt out of arbitration. If you opt out, all other terms of this agreement still apply, but Disputes will be resolved in court pursuant to Section 15(C).

C. JURISDICTION AND VENUE (IF ARBITRATION DOES NOT APPLY):

If arbitration does not apply (e.g., you opted out, or the Dispute falls under an exception), you agree that any legal action or proceeding arising out of or relating to these Terms or the Services shall be brought exclusively in the **state or federal courts located in Summit County, Ohio**. You irrevocably consent to the personal jurisdiction and venue of such courts and waive any objection to jurisdiction or venue.

D. STATUTE OF LIMITATIONS:

You agree that any claim or cause of action arising out of or related to the Services must be filed within **one (1) year** after the claim or cause of action arose, or it will be permanently barred.

16. FORCE MAJEURE

FACTCheckDining shall not be liable for any failure or delay in performance of its obligations under these Terms due to causes beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, pandemics, or public health emergencies
- War, terrorism, civil unrest, or government action
- Cyberattacks, data breaches, or distributed denial-of-service (DDoS) attacks
- Third-party service outages (e.g., cloud hosting providers, API providers, internet service providers)
- Labor disputes, strikes, or lockouts

- Failure of telecommunications or internet infrastructure
- Affiliate system outages or data unavailability

During a force majeure event, our obligations under these Terms are suspended for the duration of the event. We will make commercially reasonable efforts to resume performance as soon as practicable.

17. GENERAL PROVISIONS

A. ENTIRE AGREEMENT:

These Terms, together with our Privacy Policy, constitute the entire agreement between you and FACTCheckDining regarding the Services and supersede all prior or contemporaneous agreements, communications, and understandings, whether written or oral.

B. SEVERABILITY:

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' intent.

C. WAIVER:

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

D. ASSIGNMENT:

You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder without our prior written consent. Any attempted assignment in violation of this section is void.

We may assign, transfer, or delegate these Terms and our rights and obligations hereunder (in whole or in part) without your consent, including but not limited to:

- In connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets
- To an affiliate or subsidiary
- To a successor entity

E. RELATIONSHIP OF THE PARTIES:

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and FACTCheckDining or between you and any Affiliate. You have no authority to bind FACTCheckDining or any Affiliate or make commitments on our behalf.

F. NOTICES:

We may provide notices to you via email (to the address associated with your account), in-app

notifications, or by posting on our website. You are responsible for keeping your contact information current.

You may provide notices to us at:

FACTCheckDining, Inc.

Email: info@factcheckdining.com

Subject Line: "Legal Notice – [Topic]"

Notices are deemed received when sent (for email) or when posted (for website/in-app notices).

G. EXPORT COMPLIANCE:

The Services may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export and re-export restrictions and not to export, re-export, or transfer the Services to any prohibited country, entity, or person.

H. HEADINGS:

Section headings in these Terms are for convenience only and do not affect the interpretation of these Terms.

18. ACKNOWLEDGEMENT & CONSENT

By using the Services, you explicitly acknowledge and agree that:

- You have read, understood, and agreed to these Terms in their entirety
- You understand and accept the inherent risks of relying on third-party restaurant data, Affiliate data, and AI-generated recommendations
- You understand that public menu viewing without account login does not include allergy or dietary filtering
- You understand that allergy and dietary filtering are only available to registered users with active accounts
- You accept the disclaimers, limitations of liability, and arbitration provisions outlined herein
- You are legally capable of entering into a binding contract (or have obtained parental/guardian consent if under 18)
- You will use the Services in compliance with all applicable laws and these Terms
- You will independently verify all allergen and dietary information with restaurant or Affiliate food service staff before consuming food

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICES.

19. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, please contact:

FACTCheckDining, Inc.

A Delaware Corporation

Email: info@factcheckdining.com

Subject Line: "Terms and Conditions Inquiry"

END OF TERMS AND CONDITIONS