



Terms of Use

Last Revised: April 27th, 2017

1. Agreement

Mandarin Restaurant Franchise Corporation, together with its affiliates (“us”, “we” and/or “Mandarin”) welcomes you to the “Mandarin Eats” community (“Community”).

By accessing and using our Community, you signify that you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) have read, understand and agree to be bound by these Terms of Use (“Terms” or “Agreement”) and to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE COMMUNITY.

2. Community Moderators

The Community is managed by a select group of moderators (“Moderator(s)”). If you encounter a problem while using the Community and/or have questions or concerns about the Community, please contact a Moderator at: MandarinEatsInfo@mandarinrestaurant.com.

3. Code of Conduct

Certain features of this Community may permit you to upload, post or otherwise transmit content that you have created, including without limitation, your username (“User Content”).

- a. You agree that you shall not use the Community to upload, post, or otherwise transmit through, or to, the Community any User Content that:
 - i. may, in the sole and absolute discretion of Mandarin or the Moderators, disparage, degrade, tarnish or deprecate Mandarin and/or the public image or standing in the community of Mandarin;
 - ii. is deemed, in the sole and absolute discretion of Mandarin or the Moderators, to be defamatory, trade libelous, pornographic or obscene;
 - iii. is deemed, in the sole and absolute discretion of Mandarin or the Moderators, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Mandarin; any identifiable third party products, trade-marks, brands and/or logos, other than those of Mandarin; conduct or other activities in violation of these Terms; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Mandarin or the Moderators in its/their sole and absolute discretion;
 - iv. contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence;

- v. infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims for payment whatsoever;
 - vi. contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - vii. contains (in any format or media) any music, logos, trade-marks or copyrighted materials (e.g. photographs, pictures, texts, lyrics, etc.) unless you have first obtained consent from the owner of such materials.
- b. You shall not use the Community to:
- i. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Community or any other Mandarin website;
 - ii. collect information about others without their consent; and/or
 - iii. upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.
- c. You agree that you shall not engage in prohibited or unauthorized use of the Community or of Mandarin systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Community.
- d. You agree to provide truthful and complete answers to surveys provided within the Community/

4. Registration

In order to register for the Community, you must visit www.MandarinEats.com. You must fully complete the registration form and create a username and password. Once registered, access to the Community will require your username and will be password-protected. When registering for the Community, you agree: (i) that you will provide complete and accurate information about yourself; and (ii) to update such information if it changes. In the event that you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your username and/or password and prevent you from using the Community, or any portion thereof.

You are responsible for: (a) the accuracy of all information that you provide to us; (b) maintaining the confidentiality and security of any passwords or other account identifiers that you choose or that are assigned to you; and (c) all activities that occur under such password(s) or account(s). It is your responsibility to keep your username and any password that you register or that is provided to you confidential and secure. If your username or password is used without your consent or that you discover any other breach of security, you agree to promptly notify us at MandarinEatsInfo@mandarinrestaurant.com. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your account.

5. Intellectual Property Rights (Re: Community Content)

The Community consists of various graphics, texts, icons and buttons that have been provided by Mandarin and/or other entities under our direction (e.g. website designers). All such content is owned by Mandarin and/or the applicable third party entity. For greater certainty, Mandarin and applicable third party entities hold all right, title, and interest in and to any and all content provided by such parties for the Community, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the “**Site Content**”). You hereby acknowledge that the Site Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the Community does not grant or transfer to you any ownership or other rights in the Site Content, and except as expressly provided, nothing herein or within the Community shall be construed as conferring on you or any other person any license under any of

Mandarin or any third party's intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Site Content in any manner whatsoever. Any rights not expressly granted to you in these Terms are expressly reserved by Mandarin. For greater certainty, you agree that you will not take any action that is inconsistent with Mandarin ownership of the Community and/or Mandarin ownership of, or any third party's ownership of, any Site Content. Mandarin hereby grants each user of this Community a limited, non-exclusive and revocable license to make personal and non-commercial use of the Community and its Site Content. For greater certainty, this limited license only allows you to view, download or print materials from this Community for your own personal and non-commercial use (provided all original copyright, trade-mark and other notices are preserved in their original form). This limited license does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to copy, redistribute, reproduce or republish, in any form, any Site Content.

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Community are the trade names, registered or unregistered trade-marks or service marks (collectively, "**Trade-marks**") of Mandarin or other entities. Trade-marks may be registered in Canada and in other countries. All Trade-marks not owned by Mandarin are the property of their respective owners, and, where used by Mandarin are used under license or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on this Community may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trade-mark(s). You agree that you will not take any actions inconsistent with Mandarin ownership of, or any third party's ownership of, the Trade-marks.

6. License Granted by Community Users to Mandarin (Re: User Content)

When you provide any User Content using a feature of the Community, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) give Mandarin permission to forever use that User Content.

By using the Community and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence): (i) grant to Mandarin a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you provide through the Community; and (ii) waive all moral rights in and to all User Content that you provide through the Community in favour of Mandarin. For greater certainty, this means that, among other things, Mandarin has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby grant to each user of the Community a world-wide, perpetual, irrevocable, royalty-free, non-exclusive license to share any and all User Content (in any format or media) that you provide through the Community via any share functionality that may be available on the Community.

7. User Waivers and Representations (Re: User Content)

By using the Community and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) acknowledge, agree, warrant and represent to Mandarin that any and all User Content (in any format or media) you post on, upload to or otherwise submit to or through, the Community:

- a. is original to you and that you have obtained all necessary rights in and to the User Content and all of its components to post, upload, or otherwise submit it through the Community; and
- b. does not violate any law.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) also acknowledge and agree that we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any User Content.

8. Indemnification by User

By using the Community, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) agree to indemnify, defend and hold harmless Mandarin and the Moderators, and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Community, Site Content, User Content, and/or breach of these Terms, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

9. Notice of Infringing User Content

Neither the Moderators nor Mandarin are under a legal obligation to actively screen or edit User Content or Site Content, but reserve the right, in their sole and absolute discretion, to modify, edit or remove any User Content or Site Content, or to request a User to modify or edit his or her User Content, if a complaint or notice of allegedly infringing materials is received with respect to the User Content or Site Content, or for any other reason.

To complain about User Content, Site Content, and/or to provide notice of allegedly infringing materials on the Community, please contact a Moderator at: MandarinEatsInfo@mandarinrestaurant.com.

10. Disclaimer and Limitation of Liability

THE COMMUNITY AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE COMMUNITY IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE COMMUNITY WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE COMMUNITY WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE COMMUNITY WILL BE SECURE; (V) THE USE OF THE COMMUNITY WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE COMMUNITY WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES.

COMMENTS OR OPINIONS EXPRESSED ON THE COMMUNITY ARE THOSE OF THEIR RESPECTIVE USERS ONLY. THE VIEWS EXPRESSED ON THE COMMUNITY AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF MANDARIN. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE COMMUNITY.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE COMMUNITY ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE COMMUNITY IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE COMMUNITY. YOU EXPRESSLY ACKNOWLEDGE THAT MANDARIN HAS ENTERED INTO THIS AGREEMENT WITH YOU (OR, WITH YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MAKES THE COMMUNITY AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU (OR, YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MANDARIN. YOU (AND YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

11. Electronic Transmissions

The transmission of data or information over the internet may not be secure, and is subject to possible loss, interception or alteration while in transit. The Releasees do not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the Community, such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). In no event will the information you provide on or through the Community be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without your consent. While every effort is made to ensure that all software provided on the Community is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any such software.

12. Privacy

Without limiting the generality of these Terms, your use of the Community is also subject to the terms of our [Privacy Policy](#), which is hereby incorporated into and made part of these Terms. Please carefully review our Privacy Policy. By using the Community, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) signify that you have read, understand and agree to be legally bound by our Privacy Policy.

Please note that some areas of the Community allow you to upload or publish your User Content to an area that is visible to other users ("Postings"). Such Postings may be associated with your username, and any personal information that you choose to include in your Posting will appear on the Community, and may be viewed by other visitors. If you choose to include personal information in a Posting, you consent to the public disclosure of the personal information you choose to post in this manner. If you do not wish to publish your personal information in this manner, please do not include it in a Posting you post to a public area of the Community.

We will administer surveys within the Community from time to time. Survey results will be analyzed in conjunction with demographic information of individual respondents (such as age, gender, city of residence) but will not be tied to specific personally identifiable information (such as name, address, etc.).

13. Accuracy and Changes

Facts and information provided by Mandarin on the Community are believed to be accurate when provided. Changes may be made at any time to the information on this Community without prior notice. Please consult Mandarin for complete and up-to-date information on any products and services.

14. Governing Law and Jurisdiction

Users of this Community must be a resident of Ontario. These Terms, your use of the Community, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Community and any related matters.

15. Links

This Community may contain links to the websites of our affiliates, and to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such affiliates or third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Community to other websites, or references to products, services or publications other than those of Mandarin, do not imply the endorsement or approval of such websites, products, services or publications by Mandarin.

16. Termination

If you breach any provision of these Terms or Privacy Policy you may no longer use the Community. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Community or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If these Terms or your permission to use the Community is terminated by us for any reason, the Agreement formed by your (or, your parent's or legal guardian's on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of these Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of the Community and anything relating to or arising from such use. If you are dissatisfied with the Community or with these Terms or Privacy Policy, then your sole and exclusive remedy is to discontinue using the Community. The Disclaimer and Limitation of Liability, Intellectual Property and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

17. Amendments

We reserve the right, in our sole and absolute discretion, to modify all or a portion of these Terms at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to these Terms on the Community and will indicate at the top of this page the date these Terms were last revised. Your continued access to and/or use of the Community after any such changes constitutes your (and your parent's or legal guardian's on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of, and agreement to be legally bound by, these Terms, as revised. It is your sole responsibility to regularly check the Community to determine if there have been any changes to these Terms and to review such changes.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Community, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

18. General

If any provision of these Terms is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms shall continue in full force and effect. No failure to exercise or waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision of these Terms. These Terms are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.