

TERMS OF USE

Last Updated: 12/9/2020

Please read these terms of use (the “Terms”) thoroughly and carefully.

These Terms, along with the Privacy Policy govern your access to and use of the website taptapeat.com (the “Site”). The Site hosts portals for clients (the “Client”), mainly restaurants, to facilitate ordering of their products. TapTapEat facilitates the connection between the client and the customer using technologies that allow the customer to place an online order for the product the client is wishing to sell.

Acceptance of this Agreement

You agree that by registering, accessing, or using the Site the Terms of Use (“Agreement”) constitute a legal agreement between you and TapTapEat, LLC (“Company”). Any installations, downloads, or using the Company’s mobile application (“Application”) or any other software supplied by the Company (collectively, with the Application the “Software”), access or using any information, service, features or resources available constitute a legal agreement between you and the Company and you hereby represent and warrant that:

- a) You understand and agree to be bound by this Agreement;
- b) You are of legal age in the jurisdiction in which you reside to form a binding contract with TapTapEat
- c) You have the authority to to enter into this Agreement and if applicable on behalf of any organization you are conducting business for

Modifications

TapTapEat reserves the right to modify the terms and conditions of this Agreement or its policies that relate to its Software. It is the user(s) responsibility to regularly review this Agreement for changes. TapTapEat, if applicable, may decide to notify all previous users of modifications to this Agreement.

Privacy Policy

By using the Application you acknowledge and agree to the collection, use and disclosure of your personal information in accordance with TapTapEat’s [Privacy Policy](#).

Lawful Use and Violations

The list of lawful use and Violations is not limited to:

- a) You will use the Software only for lawful purposes
- b) You will use the Software only for its intended purpose
- c) You will not use another person account or impersonate another user
- d) You will not use fraudulent methods of payment
- e) You will not copy any of the content of the Software unless expressly permitted in writing by TapTapEat.

- f) You will not attempt to gain unauthorized access to the Software or the data that is stored by the Software or Site
- g) You will report any issues with the Site including but not limited to (bugs, inconsistencies, issues, unauthorized access, breaches)
- h) You will not abuse any coupons, rewards, gift cards, or any other features of the Software

Any unlawful use or violation, TapTapEat reserves the right to suspend and/or deactivate your account. If applicable, TapTapEat will hand off unlawful violations to law enforcement.

Clients

TapTapEat sells online ordering services to mainly Restaurants. The function of the software is to connect their customers with the ability to order the Clients products online. You acknowledge and understand that TapTapEat does not produce the product which in most cases is prepared food. All issues with the product need to be addressed by the Client. All issues with the platform and/or order also need to be addressed first by the Client. Please contact the Client before contacting TapTapEat.

Accounts

TapTapEat has two separate types of accounts. A Customer account which is used during check out on the Site. The other account is a type of administrative account that is used to manage the orders. Whether a Customer or Administrative account, during registration and use of the Application please provide accurate information. You are responsible for all activities under your account. You may not authorize anyone else to use your account or transfer your account to anyone else. If you suspect your account has been compromised in any form or fashion, you must contact TapTapEat immediately. TapTapEat is not responsible or liable for losses, damages, liabilities, expenses, or fees incurred arising from someone else using your account whether it is authorized or not.

Content

In some locations of the software TapTapEat allows the user to input content. By use of the Software you agree to the following regarding the content you provide:

- a) does not infringe on any third party right or intellectual property.
- b) is not false or misleading or defamatory
- c) is lawful
- d) does not violate this Agreement

FeedBack

TapTapEat and some of our clients encourage feedback. Feedback may be suggestions, thoughts, ideas, proposals. Any feedback is submitted at your own risk. TapTapEat and our Clients have no obligation to respond or react to feedback.

Communications

By using the Software, you electronically agree to accept and receive communications from TapTapEat and the Client that you order from. Mediums of communication may be in the form of text, email, calls, and mailings. All communications have normal opt out methods.

Charges, Costs, Payment, \$\$\$

TapTapEat contracts with our clients regarding all costs for the products and are approved and managed by the client. The client takes sole responsibility for the products and services listed and the costs associated with them.

- a) Refunds - All issues regarding the order, products, services, and their costs need to be addressed with the Client. TapTapEat makes no guarantee of these items and therefore cannot refund any order. Please contact the Client.
- b) Coupons, Rewards, Discounts, Gift Cards, Promotions - All coupons, rewards, promotions, discounts, Gift Cards, and promotions are the sole responsibility of the Client. Any issues with these items will need to be addressed by the Client.

Arbitration Agreement

By use of the Software you agree to exhaust all means to resolve any disputes between you and the Client and/or TapTapEat. If an amicable solution to a dispute cannot be reached you agree to use arbitration as a means of resolving the dispute.

Third-Party Software

TapTapEat uses many third party services to make our Software the best in class. These relationships exist for your convenience and benefit. The list below is not inclusive but can be used to make it easier for you to access their Terms of Use. By use of TapTapEat Software you are also agreeing to these third party terms when relevant.

[DoorDash](#)

[PostMates](#)

[Twilio](#)

[ElasticEmail](#)

[Stripe](#)

[Heartland - ProPay](#)

[Heartland - SecureSubmit](#)

[GoDaddy](#)

[AWS](#)