

Terms of Service

THIS TERMS OF SERVICE AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU," "YOUR" OR "YOURSELF") AND Bob's donuts express ("OUR," "US," "WE" OR "BOBSDONUTSEXPRESS"), WHICH GOVERNS YOUR USE OF OUR INTERNET-BASED SERVICE KNOWN AS BOBSDONUTSEXPRESS(WWW.BOBSDONUTSEXPRESS) TOGETHER WITH ALL INFORMATION, CONTENT, PRODUCTS, MATERIALS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SAME BY US AND/OR THIRD PARTIES (COLLECTIVELY, "THE SERVICE"). PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO USING THE SERVICE. BY REGISTERING FOR, USING OR OTHERWISE ACCESSING THE SERVICE, OR ANY COMPONENT THEREOF, IN ANY MANNER WHATSOEVER, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND AGREEING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS HEREIN. THE SERVICE IS OFFERED AND MADE AVAILABLE ONLY TO USERS 13 YEARS OF AGE OR OLDER. IF YOU ARE NOT YET 13 YEARS OLD, PLEASE DISCONTINUE USING THE SERVICE IMMEDIATELY, OR IF, FOR ANY REASON, YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DISCONTINUE THE REGISTRATION PROCESS AND DO NOT ACCESS OR USE THE SERVICE IN ANY MANNER.

When we refer to the "use" of the Service in this Agreement, we mean any actual or attempted access or use of the Service, including, without limitation, any transmission, exchange of information or communication associated with the Services. These terms and conditions, together with any other terms of use applicable to other BOBSDONUTSEXPRESS owned or controlled web sites and any other policies, rules and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation our Privacy Policy constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Service.

1. ACCESS TO THE SERVICE

Subject to certain limitations as described herein, you are granted the right to access our text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") under certain terms and conditions as set forth in this Agreement. In order to use the Service, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such a connection to the Internet and to be able to access the digital Content files. Download and use of software content may be subject to an additional license agreement. You must be at least 13 years of age to access the Content. Certain areas and functions of the Service require registration, while other areas and functions do not.

2. YOUR REGISTRATION OBLIGATIONS

You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process (such information being the "Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service, as applicable. Once registered for the Service, you shall receive a unique user ID and password in connection with your account (collectively referred to herein as "IDs"). You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed. A person who completes the registration process for the Service is sometimes referred to herein as a "Registered User".

3. Bob's donuts express PRIVACY POLICY

Bob's donuts express takes your privacy seriously and operates under the policies and principles outlined in its Privacy Policy, which contains important information and disclosures relating to the collection and use of your personally identifiable information in connection with your use of the Service. Our Privacy Policy is set forth here.

4. USER RESTRICTIONS

4. Bob's donuts express will make reasonable efforts to keep the Service operational. However, certain technical difficulties, routine site maintenance/upgrades and any other events outside the control of Bob's donuts express may, from time to time, result in temporary service interruptions. Bob's donuts express also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions of the Service with or without notice. You agree that Bob's donuts express shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, suspension, discontinuance of or interruption to the Service.

4.2 By using the Service, you acknowledge and agree that you have no right to provide any files obtained through the Service to any other party or through any other means. You agree that you

will not duplicate or otherwise reproduce the Content, or any portion thereof, onto any physical medium, memory or device now known or hereinafter devised. In addition, you agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any Content protection methods.

4.3 You may not use or allow others to use, your IDs and/or the Service, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Service, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Service; and/or (d) infringes any intellectual property, proprietary rights or confidentiality obligations of others. You are solely responsible and liable for any such activity, behavior, use and conduct. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your IDs. You also may not use, nor allow others to use, your IDs, the Service, directly or indirectly, to: (x) attempt to or actually disrupt, impair or interfere with, alter or modify the Service or any information, data or materials posted and/or displayed by us or anyone else; (y) act in a way that affects or reflects negatively on us, the Service, or anyone else; (z) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Service.

4.4 You are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Service or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Service or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and we may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

4.5 In some cases, Bob's donuts express derives its rights to use the Content offered on the Service from third party content owners, other than Registered Users ("Content Providers") for fixed periods of time. As well, Bob's donuts express is sometimes required to pull certain Content off the Service for legal reasons. Therefore, certain Content offered or advertised by Bob's donuts express may not be available when you try to access it, and not all Content is available in all countries or territories.

4.6 You acknowledge and agree to the essential condition that the Content is provided "As Is". Therefore, you are aware and agree that the Content might not be suitable for your purposes or satisfy your expectations or requirements with respect to it. You also acknowledge and agree

that the Content could contain errors or other harmful components. Therefore, we recommend that prior to accessing the Content, you ensure, at your cost, that the Content will suit your requirements and needs and will not have any negative impact on your computer and/or your media player system.

5. TERMINATION

5.1 We may terminate this Agreement, restrict, suspend or terminate your use of the Service immediately and without notice or liability, if you violate, breach or fail to comply with this Agreement in any way, and it will not limit any other rights or remedies which are available to us. Without limitation of any other provisions hereof regarding termination, we reserve the right to terminate your use of the Service, without cause, upon reasonable notice.

5.2 You may terminate this Agreement by ceasing to use Service. Termination is your sole right and exclusive remedy if you are not satisfied with the Service.

5.3 Termination of this Agreement shall not relieve you of any obligations to pay accrued charges

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Content available through the Service is the property of Bob's donuts express or its Content Providers and is protected by copyright and other intellectual property laws. Content received through the Service may be accessed for your personal, non-commercial use only.

6.2 You acknowledge that Bob's donuts express retains exclusive ownership of the Service and all intellectual property rights associated therewith. The Service contains proprietary and confidential information that is protected by copyright laws and international treaty provisions. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Service or the Content, Bob's donuts express reserves all rights not expressly granted hereunder.

You may not:

Frame or mirror any part of the Service without our express prior written consent.

Create a database by systematically downloading and storing all or any Content

Copy, reproduce, transfer or access (except as expressly authorized by this Agreement), re-license, reverse engineer, decompile, disassemble, translate, publish, transmit, distribute, display, broadcast, re-broadcast, redistribute, modify, create derivative works from, capture or store in any physical media, market, rent, sell, lease, sublicense, or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, the Service or any related software.

Use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Content (except as may be a result of standard search engine or internet browser usage) or circumvent the navigational structure or presentation of the Service.

You shall promptly notify Bob's donuts express in writing upon your discovery of any unauthorized use or infringement of the Service or the Content or Viewnine's patent, copyright, trade secret, trademarks or other intellectual property rights. Except as expressly provided for

herein, any copy or use of any portion of the Service shall constitute an act of copyright infringement and a breach of this Agreement. Furthermore, Bob's donuts express may in its sole discretion pursue any other available rights or remedies at law or in equity for a violation of this Agreement or such copyright infringement.

6.3 We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the site;
- (iv) your address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Attention: Legal Department, Bob's donuts express Inc. 1621 Polk St, San Francisco, CA 94109

By email: Sfdonutexpress@gmail.com

6.4 The Bob's donuts express logos and other trademarks on the site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by BuidlingChat and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner

7. REGISTERED USERS

7.1 The Service may, but is not obligated to, offer interactive features that allow Registered Users to, among other things, submit or post Content ("User Generated Content") or links to third party Content on areas of the Service accessible and viewable by other users of the Service and the public. If you are a Registered User, you represent and agree that any use by you of such features, including any User Generated Content or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste, and that you have obtained all necessary rights, licenses or clearances. Registered Users also further agree to provide accurate and complete information in connection with your submission or posting of any User Generated Content on the Service. "User Generated Content" includes, without limitation, message board

posts, blog posts, videos, photos, articles, audio files, applications and any other content whether copyrightable or not.

7.2 Bob's donuts express does not claim any ownership rights in User Generated Content that you transmit, submit, display or publish ("post") on, through or in connection with the Service. After posting your User Generated Content on, through or in connection with the Service, you continue to retain any such rights that you may have in your User Generated Content, subject to the limited license herein. By posting any User Generated Content on, through or in connection with the Service, you hereby grant to Bob's donuts express a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such User Generated Content solely on, through or in connection with the Service, including, without limitation, through the Service to applications, widgets, websites or mobile, desktop, including, without limitation, distributing part or all of the Service and any User Generated Content included therein, in any media formats and through any media channels, and shall constitute a waiver of any rights, "moral rights," or any similar rights under any jurisdiction.

7.3 The license you grant to V is non-exclusive (meaning you are free to license your User Generated Content to anyone else in addition to Bob's donuts express), fully-paid and royalty-free (meaning that BOBSDONUTSEXRESS is not required to pay you or anyone else deriving rights from you for the use on the Service of the User Generated Content that you post), sublicensable (so that Bob's donuts express is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Services), perpetual (meaning that no termination of this Agreement will affect the license granted by you), and worldwide (because the Internet and the Services are global in reach).

7.4 Bob's donuts express reserves the right not to post or publish any User Generated Content, and to delete, remove or edit any User Generated Content, at any time in its sole discretion without notice or liability.

7.5 Bob's donuts express has the right, but not the obligation, to monitor any information and User Generated Content submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Bob's donuts express in its sole discretion deems appropriate.

7.6 Register User Disputes You are solely responsible for any interaction with other users (registered or not) utilizing the Service. Bob's donuts express reserves the right but shall have no obligation to monitor disputes between you and any other users of the Service.

vor poster elects to pay for premium placement.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, THE Bob's donuts express SITE AND THE PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICE OR ANY PORTION THEREOF, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON

INFRINGEMENT OF THIRD PARTY RIGHTS. OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BOBSDONUTSEXPRESS, ITS CONTENT PROVIDERS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT BOBSDONUTSEXPRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Service, and/or (c) the use of the Service by any other person using your IDs. We may, in our discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

11. CHOICE OF LAW AND CONSENT TO JURISDICTION

The Service is created, operated and controlled by Bob's donuts express in the State of California, United States of America. The laws of the State of California will govern this Agreement without giving effect to any principles or conflicts of laws. Any disputes arising under this agreement shall be the sole jurisdiction of State and Federal courts located in San Francisco, California.

12. OBJECTIONABLE MATERIAL

You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Bob's donuts express shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content descriptions are provided for convenience, and you acknowledge and agree that Bob's donuts express does not guarantee their accuracy.

13. PUBLIC COMMUNICATION POLICY

14.1 Bob's donuts express believes in building a caring community based around giving and receiving favors and will not tolerate antisocial or unlawful behavior in connection with the Service. We expect you to use only language appropriate for general conversation, with no insulting, racist, obscene or sexually explicit remarks

14.2 You are solely responsible for the content of any transmissions you make to the Service or any User Generated Content you add to the Service (the "Communications"). You will not use the Service to: Upload, post, e-mail, transmit, display, copy, distribute, promote, or otherwise communicate to the public;

(a) Communications of any kind that are false, unlawful, threatening, tortious, disparaging (including disparaging of BOBSDONUTSEXRESS, its parent, subsidiaries or affiliates), anything that adversely affects BOBSDONUTSEXRESS such as discouraging any person or entity from advertising with, linking to or supplying BOBSDONUTSEXRESS, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or are otherwise objectionable in Bob's donuts express sole discretion;

(b) Communications of any kind that violate, plagiarize, misappropriate or infringe upon the rights of third parties including, without limitation, copyright (including, offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial registration numbers for software programs, rights management information or any type of cracker utilities), trademark, patent, trade secret, rights of privacy or publicity, confidential information or any other proprietary right;

(c) Communications of any kind that contain a virus, Trojan horse, time bombs, worms, spyware, adware, malware, bots, any automated use of the system, such as scripts, or other harmful component or restricts or inhibits any other user's uninhibited use and enjoyment of the Service, interferes with, overburdens, impairs or disrupts the Service or servers or networks

connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;

(d) Communications of any kind that are false or misleading or that constitute or contain false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Service, or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to or from the Service;

(e) Communications of any kind which include any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, requests for money, petitions for signature, or any other form of solicitation;

(f) Communications of any kind that encourage, promote, solicit or commit conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law or otherwise make available any material that exploits or harms any individual, corporation or other entity;

(g) Communications of any kind designed to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

(h) Communications of any kind that disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges on the Service;

(i) Communications of any kind designed to stalk, abuse, sexually exploit, violently exploit, groom, act violently toward, threaten or otherwise harass another;

(j) Communications of any kind designed to use or attempt to use another's information, account, password, service or system except as expressly permitted;

(k) Communications of any kind designed to solicit or collect personal data including telephone numbers, addresses, last names, email addresses, or any other kind of information about users, including without limitation, through such means as spidering, "screen scraping," "database scraping," harvesting of email addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Website or for any services or features offered on or through the Website; and

(l) Communications of any kind that undertake any commercial purpose or activity without the prior written consent of Bob's donuts express, including, for example and without limitation, inserting your own or a third party's advertising, branding or promotional content into the Service (for example, without limitation, in an RSS feed or a podcast received from Bob's donuts express or otherwise available through the Service).

14.3 Bob's donuts express reserves the right, in its sole discretion, to terminate your account or take such other action as Bob's donuts express sees fit in relation to any breach of Bob's donuts express Public Communication Policy or any of the other terms set forth herein. In extreme cases or as required by law or regulation, Bob's donuts express reserves the right to take court action and/or report your conduct to the relevant authorities.

14.4 You acknowledge and agree that any Communications made to or by means of any portion of the Service are public. You acknowledge that (i) you have no expectation of privacy in any Communication, and (ii) no confidential, fiduciary, contractually implied or other relationship

Bob's donuts express by reason of your transmitting a Communication to any area of the Service.

14. INFORMATION PROVIDED

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Service is at your sole risk. BOBSDONUTSEXPRESS reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Service, or to deny access to the Service to anyone at any time. You acknowledge and agree that Bob's donuts express is not responsible for any User Generated Content posted by users of the Service. Prior to making any decisions based on information posted on the Service, you are advised to verify the information. Bob's donuts express shall not have any liability arising from your acts or decisions based upon the information provided on the Service.

15. LINKS TO OTHER SITES

The Service may contain hyperlinks and pointers to other sites on the Internet that may be maintained by third parties ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Service and your browser will be redirected to the Other Sites. The Other Sites may have their own terms of use and privacy policy and those Other Sites may have different practices and requirements than the Service. Bob's donuts express may not have knowledge of, and is not responsible for, the content, information, services, products or advertisements presented by any Other Site which you use at your own risk. Bob's donuts express does not warrant or make any representation regarding the legality, accuracy, quality or authenticity of content, information, services or products presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Bob's donuts express of any Other Site(s) or resources, or their content, information, services or products. The Service is only providing these links to you as a convenience. The terms of use and privacy policy of any Other Sites shall apply to your access and use of them. Bob's donuts express accepts no responsibility for the content or conduct of Other Sites

16. Bob's donuts express LINKING AND WIDGET POLICY

Any website that links to the Service or on which you include the Bob's donuts express widget: (a) must not frame, surround, obfuscate or create a browser or border environment around any of the Content of the Service; (b) may link to, but not replicate, the Content of the Service; (c) must not imply that Bob's donuts express or the Service are endorsing or sponsoring it or its products, unless Bob's donuts express has given its prior written consent; (d) must not present false information about Bob's donuts express or its products or services; (e) must not use the Service or trademarks except as expressly permitted in this Agreement or without Bob's donuts express prior written permission; (f) must not contain content that is illegal, obscene or defamatory, or that could be construed as distasteful, offensive or controversial; and (g) must

not support, endorse or encourage piracy or the unauthorized exploitation of intellectual property rights. By linking to the Service, you agree that you do and will continue to comply with Bob's donuts express Linking and Widget Policy. Notwithstanding anything to the contrary contained in this Agreement, Bob's donuts express reserves the right to deny permission to link to the Service for any reason in our sole and absolute discretion. Any Bob's donuts express widget is not provided for commercial use, distribution or exploitation. If you are the operator of a commercial website and would like to link to the Service or include the Bob's donuts express widget in your website, please contact us by emailing . Bob's donuts express reserves the right to remove links or block the Bob's donuts express widget at any time and for any reason in its absolute discretion.

17. OTHER IMPORTANT PROVISIONS

18.1 Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section 18.

18.2 You shall not use the Service in any manner contrary to local, state or federal law. BOBSDONUTSEXPRESS expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) by you and reserves the right to terminate your Service immediately upon notice of your failure to comply with any such local, state or federal law.

18.3 Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use.

18.4 If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

18.5 No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

18.6 You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void from inception.

18.7 This Agreement, together with Bob's donuts express Privacy Policy and any other rules, regulations, procedures and policies which we refer to and which are hereby incorporated herein by this reference, constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service.

18.8 Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date

the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

18.9 A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18. CHANGES OR MODIFICATIONS

We reserve the right to add, delete, change or modify parts of this Agreement at our sole discretion and at any time without notice or liability to you. If we do this, we will post the changes to the Terms of Use on this page and will indicate the effective date of the Terms of Use at the bottom of the page. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to this Agreement. Your continued use of the Service constitutes your acceptance of the new Terms of Use.