

Acceptable Use Policy

Last Updated: December 1, 2022

General Information.

This Acceptable Use Policy (“AUP”) governs the usage of products and services of Empower Delivery or of any third party which are subscribed to or obtained through Empower Delivery mobile delivery and logistics application and such related sites and/or domains as may be necessary for full use of the same (collectively, the “Application”). Empower’s Application permits consumers (“you”) to place orders for food and/or other goods from various restaurants and businesses (“Merchants”) for delivery. This AUP is incorporated by reference into each contract that Empower Delivery or any such third party enters into with you for the use of the Application. Empower Delivery may modify this AUP at any time without notice.

Site Security and Updates.

Empower Delivery uses industry standard means of security in connection with the Application. Notwithstanding the foregoing, it is exclusively your obligation to maintain and control passwords to your account(s), and you exclusively are responsible for all activities that occur in connection with your username and password. You agree to immediately notify Empower Delivery of any unauthorized uses of the Application or any other breaches of security.

Your Conduct

By accessing the Application, you agree:

- to comply with all applicable laws, rules and regulations in connection with your use of the Application, including, without limitation, laws regarding online conduct and Your Content (as defined below);
- not to use the Application for any commercial or other purposes that are not expressly permitted by this Agreement or in a manner that falsely implies our endorsement, partnership or otherwise misleads others as to your affiliation with us;
- not to access the Application using a third party's account/registration without the express consent of the account holder and not to attempt to impersonate another user or person;
- not to avoid, bypass, remove, deactivate, impair, descramble, or attempt, through any means, to circumvent any technological measure implemented by Empower Delivery to protect the Application, or otherwise attempt to gain unauthorized access to any part of the Application, other account, computer system, and/or network connected to any Empower Delivery server;
- not to use the Application in any manner that could damage, disable, overburden, and/or impair the Application, any Empower Delivery server, or the network(s) connected to any Empower Delivery server, and/or interfere with any other party's use and enjoyment of the Application;
- not to advertise to, or solicit, any user, Merchant, or other business to buy or sell any products or services, or use any information obtained from the Application in order to contact, solicit, or advertise or sell to any user, Merchant, or other business, in each case, unless specifically authorized in writing by Empower Delivery;
- not to deep-link to or frame the Application and/or access the Application manually and/or with any robot, spider, web crawler, extraction software, automated process, and/or device or other means to scrape, copy, and/or monitor any portion of the Application and/or Your Content and/or other content on the Application, unless specifically authorized in writing by Empower Delivery;
- not to conduct any scraping, indexing, surveying, data mining, or any other kind of systematic retrieval of data or other content from the Application;
- not to create or compile, directly or indirectly, any collection, compilation, database, or directory from the Application;
- not to create Merchant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Application;
- not to copy, publish, or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;

- not to harass, annoy, intimidate, threaten or engage in any racist, sexist, or other behavior that Empower Delivery finds objectionable to any Empower Delivery employees, contractors, or agents engaged in providing the Application and not to engage in any other behavior that Empower Delivery deems inappropriate when using the Application;
- not to engage in any criminal or tortious activity, including, without limitation, fraud, spamming (e.g. by email or instant message), sending of viruses or other harmful files, harassment, stalking, copyright infringement, patent infringement, or theft of trade secrets or otherwise deleting the copyright or other proprietary rights notice from the Application;
- not to rent, lease, redistribute, sell, sublicense, decompile, reverse engineer, disassemble, or otherwise reduce the Application, in whole or in part, to a human-perceivable form for any purpose, including, without limitation, to build a product and/or service competitive with the Application; and
- not to disrupt, interfere with, or otherwise harm or violate the security of the Application, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Application or affiliated or linked sites (including, without limitation, those of our merchant).

You agree to comply with the above conduct requirements and agree not assist or permit any person in engaging in any conduct that does not comply with the above conduct. If Empower Delivery believes that you have breached any of the above conduct requirements, Empower Delivery reserves the right to suspend and/or permanently terminate your account at our sole discretion. Further, you agree that the consequences of commercial use or re-publication of Your Content or materials from the Application or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy, and that Empower Delivery will be entitled to temporary and permanent injunctive relief to prohibit such use or activity without the need to prove damages.

II. Your Content

Empower Delivery may provide you with interactive opportunities (i) on the Application, including, without limitation, features such as saved favorites, liked items and bookmarked Merchants, user profiles and pictures, (ii) on social media pages maintained by Empower Delivery, as well as (iii) through other communications with you, including, without limitation, through text (“SMS”) or multimedia (“MMS”) messages (collectively, “Interactive Areas”). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments and/or other materials and/or content that you submit, upload, post, publish, and/or otherwise make available to Empower Delivery through the Application or otherwise in connection with your use of our services (“Your Content”). Your Content includes, without limitation, your username and/or other user profile information and how long you have been a Empower Delivery user, textual, visual, or audio content and information, whether transmitted via the Application, SMS or MMS message, or otherwise.

III. Use of Your Content

You grant Empower Delivery an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sublicensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use Your Content in all forms of media now known or hereafter invented for the purpose of operating, promoting, and improving our Application, business, products and services, and developing new ones (collectively, the “Uses”). The Uses include, without limitation, use of your username and/or other user profile information and how long you have been a Empower Delivery user, to attribute Your Content to you on the Application, including in interactive areas and other public areas on our Application, or otherwise in connection with our Services. All Uses will be made without notification to and/or approval by you and without the requirement of payment to you or any other person or entity. Further, you hereby grant Empower Delivery a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license to incorporate and use any of your suggestions, input, or other feedback relating to the Application (collectively, the “Feedback”) for any purpose without notice to, approval by, or compensation to you.

You further understand and agree that you may be exposed to third-party content that is inaccurate, objectionable or otherwise unsuited to your purpose. Empower Delivery and its parents, subsidiaries, affiliates, and each of their officers, directors, employees, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the “Released Parties”) will not be responsible for, and you hereby expressly release the Released Parties from any and all liability for the action of any and all third parties with respect to Your Content, or for any damages you allege to incur as a result of or relating to any third-party content.

IV. Conduct within Interactive Areas

By transmitting Your Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the Application. We expect your cooperation in upholding our standards. You are responsible for all of Your Content. You agree that Your Content will not:

- be unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically, and/or otherwise objectionable;
- have a commercial, political, or religious purpose;
- be false, misleading, and/or not written in good faith;
- infringe any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- be illegal and/or promote illegal activity;
- contain confidential information belonging to a third party;
- contain unauthorized advertising and/or solicits users to a business other than those on the Application; and/or
- be intended to interrupt, destroy, or limit the functionality or integrity of any computer software, hardware, or materials on the Application or other websites.

We do our best to encourage civility and discourage disruptive communication on the Application. We also do our best to discourage communications that incite others to violate our standards. Empower Delivery may monitor any and all use of the Application; however, we are under no obligation to do so. We may manage the Application in a manner intended to protect our property and rights and to facilitate the proper functioning of the Application. If any of Your Content or conduct on our Application violates our standards, or any other terms of this Agreement; or interferes with other peoples' enjoyment of our Application; or is inappropriate in our judgment; we reserve the right, in our sole discretion and without notice to you, (i) to change, delete or remove, in part or in full, any of Your Content, (ii) to terminate or suspend access to any Interactive Areas or any other part of our Application, and/or (iii) to terminate or suspend your Account; in each case, with or without notice. Empower Delivery will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with Your Content.

V. Merchant Feedback

The Application may allow you to provide feedback to Merchants on their services ("Merchant Feedback"). Such Merchant Feedback is considered Your Content and are governed by the terms and conditions of this Agreement. Merchant Feedback is not endorsed by Empower Delivery, and do not represent the views of Empower Delivery or of any affiliate or partner of Empower Delivery. Empower Delivery does not assume liability for Merchant Feedback or for any claims, liabilities, or losses resulting from any Merchant Feedback. We strive to maintain a high level of integrity with our Merchant Feedback and other aspects of Your Content.