

INTRODUCTION

This site is provided by **Ninja Teriyaki + Sushi 2Go**, "RESTAURANT" as a service to our customers. Please review the following basic rules that govern your use of our Site (the "Agreement"). Please note that your use of our Site constitutes your unconditional agreement to follow and be bound by these Terms and Conditions. Although you may "bookmark" a particular portion of this Site and thereby bypass this Agreement, your use of this Site still binds you to the Terms.

RESTAURANT reserves the right to update or modify these Terms and Conditions at any time without prior notice. Your use of RESTAURANT Web site following any such change constitutes your unconditional agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this Web site.

ELECTRONIC COMMUNICATIONS

When you visit RESTAURANT web site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHTS AND TRADEMARKS

Unless otherwise noted, all materials, including images, text, illustrations, designs, icons, photographs, programs, video clips and written and other materials that are part of this Site (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by RESTAURANT, one of its affiliates or by third parties who have licensed their materials to RESTAURANT and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this site is the exclusive property of RESTAURANT and is also protected by U.S. and international copyright laws.

RESTAURANT and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Web site. Access to this Web site does not confer and shall not be considered as conferring upon anyone any license under any of RESTAURANT's or any third party's intellectual property rights.

No trademark or service mark license is granted in connection with the materials contained on this website. Access to this website does not authorize anyone to use any name, logo or mark in any manner. References on this Web site to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply RESTAURANT's endorsement, sponsorship or recommendation of the third party, information, product or service. RESTAURANT is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to link to any such third party web sites, you do so entirely at your own risk.

LICENSE AND SITE ACCESS

RESTAURANT grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of RESTAURANT. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of RESTAURANT, our affiliates or suppliers without express written consent. Any unauthorized use terminates the permission or license granted by RESTAURANT. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of RESTAURANT so long as the link does not portray RESTAURANT, its affiliates, or their products or services in a false, misleading,

derogatory, or otherwise offensive matter. You may not use any of RESTAURANT's logos or other proprietary graphic or trademark as part of the link without express written permission.

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use RESTAURANT web site only with involvement of a parent or guardian. RESTAURANT and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

SITE SECURITY

Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. RESTAURANT will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from RESTAURANT on this Site and other than generally available third party web browsers (e.g., Mozilla Firefox, Microsoft Explorer).

USER REVIEWS, FEEDBACK, SUBMISSIONS, COMMENTS

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to RESTAURANT on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain RESTAURANT's property. Such disclosure, submission or offer of any Comments shall constitute an assignment to RESTAURANT of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments.

Thus, RESTAURANT will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. RESTAURANT will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

RESTAURANT is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to user any compensation for any Comments; or (3) to respond to any user Comments. You agree that any Comments submitted by you to the Site will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

RESTAURANT does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant RESTAURANT the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify

RESTAURANT and its affiliates for all claims resulting from any Comments you submit. RESTAURANT and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

DISPUTES

Any dispute relating in any way to your visit to RESTAURANT or to products you purchase through RESTAURANT web site shall be submitted to confidential arbitration in RESTAURANT's state except that, to the extent you have in any manner violated or threatened to violate RESTAURANT's intellectual property rights, RESTAURANT may seek injunctive or other appropriate relief in any state or federal court in its state, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

ONLINE ORDERING

Order Acceptance

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

Pricing or Typographical Errors

While RESTAURANT strives to provide accurate product and pricing information, pricing or typographical errors may occur. RESTAURANT cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, RESTAURANT shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, RESTAURANT may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Prices and availability are subject to change without notice.

INDEMNIFICATION

You agree to defend, indemnify and hold RESTAURANT, its affiliates, officers, directors, employees, vendors and agents harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site. This defense and indemnification obligation will survive these Terms of Service and your use of the Site.

TERMINATION

These terms are effective unless and until terminated by either you or RESTAURANT. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. RESTAURANT also may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in RESTAURANT's sole discretion you fail to comply with any term or provision of this Agreement. Upon any termination of the Agreement by either you or RESTAURANT, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the terms of use or otherwise.

GENERAL

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of RESTAURANT to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit RESTAURANT's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under RESTAURANT's State law as such law applies to agreements between residents of that state entered into and to be performed within RESTAURANT's State. Any action or proceeding arising out of or related to this Agreement or your use of this Site must be brought in the state or federal courts of RESTAURANT's state.

DISCLAIMER

THIS SITE IS PROVIDED BY RESTAURANT ON AN "AS IS" AND "AS AVAILABLE" BASIS. RESTAURANT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RESTAURANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, RESTAURANT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THIS SITE. YOU ACKNOWLEDGE, BY YOUR USE OF RESTAURANT WEB SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL RESTAURANT OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE RESTAURANT WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF RESTAURANT HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RESTAURANT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE.