

TERMS AND CONDITIONS

TERMS OF USE:

These Terms of Use (“Terms”) apply to the Company sites on which we have posted these Terms, including online, in-restaurant, mobile, or social locations (collectively, the "Sites"). The Sites are operated by Pasches Island Soul Corporation or our affiliates (collectively, "Pasches Island Soul or Company"). Throughout the Sites, the terms "we," "us" and "our" refer to Company. Company offers the Sites, including all information, tools, and services available from the Sites, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated here. Your use of a Site constitutes your agreement to these Terms.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

Accuracy, Completeness and Timeliness of Information on the Sites: Company is not responsible if information made available on the Sites is not accurate, complete or current. The material on the Sites is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Sites is at your own risk. The Sites may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of the Sites at any time, but we have no obligation to update any information on the Sites. You agree that it is your responsibility to monitor changes to the Sites.

Communications: Company communications will be conducted through various channels, including but not limited to, in-restaurant devices, the Sites, email and SMS/text. If you provide Company with your mobile telephone number for promotional purposes you agree that Company may send to your mobile telephone number autodialed SMS (text) messages regarding offers. Recurring messaging and frequency may vary. Message and data rates may apply. Consent is not a condition of any purchase. If you sign-up for additional mobile programs in connection with Company you may receive additional messages in connection with such program.

Use of Materials on the Sites: All content on the Sites (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) is the exclusive property of and owned by Company, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. Use of content on the Sites, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Sites, or use of the Sites for purposes competitive to Company, is expressly prohibited without the prior written consent of Company. Company reserves the right to refuse, terminate or cancel any person's registration for the Sites, and remove any person from the Sites or prohibit any person from using the Sites for any reason

whatsoever. Termination of your access or use will not waive or affect any other right or relief to which Company may be entitled at law or in equity. Company, or its licensors or content providers, retain full and complete title to the material provided on the Sites, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in Company's sole discretion. Company neither warrants nor represents that your use of materials on the Sites will not infringe rights of third parties not affiliated with Company. You may not use contact information provided on the Sites for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the Sites or to intercept any system, data or personal information from the Sites. You agree not to interrupt or attempt to interrupt the operation of the Sites in any way.

Materials You Submit: You acknowledge that you are responsible for any material you may submit via the Sites (including any components of the Sites administered by third parties, such as tools that allow you to interact with the Sites or through other social media platforms), including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through the Sites any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Sites.

If you do submit material, and unless we indicate otherwise, you grant Company an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that Company is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Company. You grant Company the right to use the name you submit in connection with such material, if they so choose. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Company for all claims resulting from content you supply.

Conduct on the Sites: Some features that may be available on the Sites require registration. By registering at and in consideration of your use of the Sites, you agree to provide true, accurate, current and complete information about yourself and agree to our Privacy Notice.

Some features on the Sites require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, notify Company immediately. Company may assume that any communications Company receives under your

password have been made by you unless Company receives notice otherwise. You or third parties acting on your behalf are not allowed to frame the Sites or use our proprietary marks as meta tags, without our written consent. You may not use frames or utilize framing techniques or technology to enclose any content included on the Sites without Company's express written consent. Further, you may not utilize any Site content in any meta tags or any other "hidden text" techniques or technologies without Company's express written consent.

Links: The Sites may contain links to other websites, some of which are operated by Company and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Company is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

Trademarks and Copyrights: Trademarks, logos and service marks displayed on the Sites are registered and unregistered trademarks of Company, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on the Sites shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Sites without the owner's prior written permission, except as otherwise described herein. Company reserves all rights not expressly granted in and to the Sites and their content. The Sites and all of their content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, are protected as a compilation under the copyright laws of the United States and other countries.

Infringement Notice: We respect the intellectual property rights of others and request that you do the same. You are hereby informed that Company has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Company's system or network who are repeat copyright infringers. If you believe your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, you may notify our copyright agent by writing or emailing to:

Legal:

*Pasches Island Soul Restaurant LLC.
307 James Brown Boulevard,
Augusta, GA, 30901*

Email: pasches.islandsoul@gmail.com

To be effective, your notification must (i) be in writing, (ii) be provided to our copyright agent, and (iii) include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pasches Island Soul LLC is under no obligation to post, forward, transmit, distribute or otherwise provide any material available on the Sites, including material you provide to us, and so we have an absolute right to remove any material from the Sites in our sole discretion at any time.

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DISCLAIMERS

YOUR USE OF THE SITES IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITES OR ANY FEATURE OR PART THEREOF AT ANY TIME. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE SITES ARE NONINFRINGING, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITES WILL BE SECURE; THAT THE SITES OR THE SERVER THAT MAKES THE SITES AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITES WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THE SITES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY OF ANY KIND. COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THE SITES IN

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LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITES IS AT YOUR OWN RISK AND THAT THE SITES ARE MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES, OR ANY OTHER SITES YOU ACCESS THROUGH A LINK FROM THE SITES OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SITES, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITES, COMPANY'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON ITS SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH COMPANY IS TO DISCONTINUE YOUR USE OF THE SITES. YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Sites and any violation of these Terms of Use. If you cause a technical disruption of the Sites or the systems transmitting the Sites to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Company in the defense of such matter.

JURISDICTION AND APPLICABLE LAW

The laws of the State of Georgia govern these Terms of Use and your use of the Sites, and you irrevocably consent to the jurisdiction of the courts located in the County of Richmond for any action arising out of or relating to these Terms of Use. We recognize that it is possible for you to obtain access to the Sites from any jurisdiction in the world, but we have no practical ability to prevent such access. The Sites have been designed to comply with the laws of the State of Georgia and of the United States. If any material on the Sites, or your use of the Sites, is contrary to the laws of the place where you are when you access it, the Sites are not intended for you, and we ask you not to use the Sites. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Disputes

You agree that by entering into these Terms, you and Company are each waiving the right to trial by jury and the ability to participate in a class action.

Any and all disputes Company or you has relating in any way to your relationship with the Company (including without limitation with respect to your transactions with the Company, Company's advertisements and disclosures, email and mobile SMS (text) messages Company sends to you, or the use or disclosure of any information about you), these Terms, privacy notices, or terms of use, will be submitted to confidential arbitration in the federal judicial district in which you reside, except to the extent that you have, in any way, violated or threatened to violate any Company intellectual property right. Program claims include claims based on contract, tort (including intentional tort), fraud, agency, your or the Company's negligence, statutory or regulatory provisions, or any other source of law.

If you intend to seek arbitration you must first send to the Company, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be mailed to:

Attention: Legal

307 James Brown Blvd,

Augusta, GA 30901

The Notice shall describe the nature and basis of the claim or disputes and the specific relief sought. If you and we cannot reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence arbitration.

All arbitrations required by these Terms will be conducted under the Commercial Arbitration rules of the American Arbitration Association. The arbitrator's award is binding and may be entered in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration brought under, or with respect to, claims is to be joined to an arbitration involving any other party subject to these Terms whether through class arbitration proceedings or otherwise. Unless Company and You agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

For arbitration claims you assert against Company in accordance with this section (but not for any arbitration claim against you) Company will pay all of your administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Unless unlawful, Company will pay its, and you will pay your, lawyers', experts', and witness fees, expenses, and costs with respect to all claims. The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

To the extent permitted by law, you will not agree to act as a representative or a private attorney general, or in any other representative capacity, or participate as a member of a class of claimants in any lawsuit against company in any court, or in arbitration, with respect to any program claims. This section (confidential arbitration) will survive the termination of the relationship between you and Company.

Company or you may seek injunctive relief only in any state or federal court in Richmond County, Georgia, USA, and Company and you consent to the exclusive jurisdiction and venue in the state and federal courts in Richmond County, Georgia, USA for injunctive relief purposes. The arbitrator shall have no authority to issue injunctive relief.

Notwithstanding anything to the contrary in these Terms, under no circumstances is company liable for any incidental, indirect, special, punitive, exemplary, or consequential damages.

CHANGES TO THESE TERMS OF USE

Pasches Island Soul LLC reserves the right in its sole discretion to change, modify, add or remove any portion of these Terms, in whole or in part, at any time, by posting revised terms on the relevant Sites. There is no duty on Pasches Island Soul LLC to send you additional methods of notice of changes. It is your responsibility to check periodically for any changes we make to the Terms. Your continued use of the Sites after that point signifies that you accept the changes.

ENTIRE AGREEMENT AND ADMISSIBILITY

This agreement and any policies or operating rules posted on the Sites constitute the entire agreement and understanding between you and Pasches Island Soul LLC with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Sites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

SEVERABILITY

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place.

HOW TO CONTACT US

If you have any questions or comments about these Terms or the Sites, please contact us by emailing us at: pasches.islandsoul@gmail.com.

Effective: October 5, 2020