

Spring Shabu-Shabu™ Website Terms and Conditions

The Spring Shabu-Shabu™ website located at www.springshabu.com (the “Site”) is owned and operated by Masheta Group Ltd. (“Spring™,” “we,” “our” or “us”). The following Spring Shabu-Shabu™ Website Terms and Conditions (“Terms and Conditions”) are inclusive of the Spring Shabu-Shabu™ Website Privacy Policy (“Privacy Policy”), the contest rules applicable to any Promotions, as defined below (“Contest Rules”), and any and all other applicable operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”).

Each end-user (“User,” “you” or “your”) agrees to the terms and conditions of the Agreement in their entirety, when she/he: (a) accesses or uses the Site; (b) accesses and/or downloads any of the menus, text, audio, video, photographs, graphics, artwork, testimonials and/or other content featured on the Site (collectively, “Content”); (c) registers to receive the Spring™ newsletter (“Newsletter”); (d) accesses links to Spring’s™ social media pages/accounts on third-party social media websites, such as Facebook® and Instagram® (collectively, “Social Media Pages”); (e) enters one of the promotions, sweepstakes and/or contests featured on the Site from time-to-time (collectively, “Promotions”); (f) obtains information regarding employment opportunities with Spring™ (“Career Opportunities”); and/or (g) utilizes the various contact forms and/or contact information made available on the Site as a means to contact directly, or request to be contacted by, Spring™ (collectively, the “Contact Services,” and together with the Site, Content, Newsletter, Social Media Pages, Promotions and Career Opportunities, the “Spring™ Offerings”).

By using and/or accessing the Spring™ Offerings, Users agree to comply with and be bound by the Agreement in its entirety. **PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS, DOWNLOAD AND/OR USE, AS APPLICABLE, THE SPRING™ OFFERINGS IN ANY MANNER OR FORM.**

NOTICE: THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST SPRING™, AS WELL AS ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, RELATED PARTIES AND THIRD-PARTY MARKETING PARTNERS (COLLECTIVELY, “COVERED PARTIES”), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT (“TCCWNA”).

Instagram® and Facebook® are registered trademarks of Facebook, Inc. (“Facebook”). Please be advised that Spring™ is not in any way affiliated with Facebook, nor are the Spring™ Offerings endorsed, administered or sponsored by Facebook.

1. Scope; Modification of Agreement. The Agreement constitutes the entire and only agreement between Users and Spring™ with respect to such Users’ use of the Spring™ Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Spring™ Offerings shall be subject to the Agreement. **You understand and agree that Spring™ is not responsible or liable in any manner whatsoever for your inability to use the Spring™ Offerings.**

We may amend the Agreement from time to time in our sole discretion, without specific notice to you; *provided, however*, that any amendment or modification to the provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Spring™ Offerings. By your continued use of any of the Spring™ Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement

effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute).

2. Requirements; Necessary Equipment. The Spring™ Offerings are available only to individuals who: (a) are over eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction); and (b) can enter into legally binding contracts under applicable law (collectively, "Usage Requirements"). The Spring™ Offerings are not intended for individuals who do not satisfy the Usage Requirements, including individuals who are under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction) and/or individuals who cannot enter into legally binding contracts under applicable law. If a User does not satisfy the Usage Requirements in their entirety, that User does not have permission to access or use the Spring™ Offerings.

Users shall be responsible, at all times, for ensuring that they have an Internet connection, computer/mobile device, up-to-date Internet browser version, a functioning e-mail account, applicable software, applicable hardware and/or other equipment necessary to access the Spring™ Offerings. Spring™ does not guarantee the quality, speed or availability of the Internet connection associated with any mobile device and/or computer. Spring™ does not guarantee that the Spring™ Offerings can be accessed: (i) on all mobile devices; (ii) through all wireless service plans; (iii) in connection with all Internet browsers; and/or (iv) in all geographical areas. Standard messaging, data and wireless access fees may apply to use of the Spring™ Offerings through a wireless device. Users are fully responsible for all such charges and Spring™ has no liability or responsibility to any User, whatsoever, for any such charges billed by any wireless carrier.

3. Registration; Termination of Access to the Spring™ Offerings.

(a) Registration. In connection with obtaining access to the Spring™ Offerings, Spring™ will collect the following information applicable to the User: (i) the User's name; (ii) the User's mailing address; (iii) the User's e-mail address; (iv) the User's telephone number; (v) the User's driver's license number, state and date of expiration (where the User is submitting an application in connection with the Career Opportunities); (vi) whether or not the User is a veteran and, if so, the User's dates of service (where the User is submitting an application in connection with the Career Opportunities); (vii) the User's desired position, special skills or training, her/his restaurant location of interest and other employment-related information (where the User is submitting an application in connection with the Career Opportunities); and/or (viii) any other information requested by Spring on the Form (collectively, "Registration Data"). You agree to provide true, accurate, current and complete Registration Data. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete (or if the Registration Data becomes untrue, inaccurate, not current or incomplete), or Spring™ has reasonable grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, Spring™ has the right to suspend or terminate your account and refuse any and all current or future use of the Spring™ Offerings (or any portion thereof).

(b) Termination. Spring™ may terminate a User's access to the Spring™ Offerings at any time and for any reason, in its sole discretion. Such reasons may include, without limitation, where Spring™ believes that such User is: (i) in any way in breach of the Agreement; and/or (ii) engaged in any improper conduct in connection with the Spring™ Offerings.

4. Newsletter. The Site provides users with the ability to register for the Spring™ e-mail Newsletter. In connection with the Newsletter, Spring™ shall send registered Users e-mail Content that Spring™ believes will be of interest to its Users. Users can opt-out of receiving the Newsletter by following the instructions set forth in the e-mail messages comprising the Newsletter and/or by utilizing the options set forth in the Privacy Policy.

5. Content. The Site contains Content which includes, but is not limited to, blog posts, videos, audio, stories, testimonials, text, photographs, graphics, artwork and/or other materials regarding the Spring™ Offerings. **The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein and on the Site.**

6. Social Media Pages. The Site contains links to the various Spring™ Social Media Pages. The Social Media Pages are hosted and made available on third-party websites ("Social Media Websites") by third-party

entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, terms and conditions. **You understand and agree that Spring™ shall not be liable to you or any third-party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.**

7. Promotions. From time-to-time, Spring™ may make certain Promotions available to Users. By providing true and accurate information in connection with the applicable Promotion entry form(s), responding to all Promotions-related communications from Spring™ and agreeing to the Contest Rules applicable to each Promotion, you can obtain, or attempt to obtain, entries for the chance to win prizes in the applicable Promotion(s). **You understand and agree that Spring™ shall not be liable to any end-user or any third-party for any claim in connection with your participation in any of the Promotions.**

8. License Grant. As a User of the Spring™ Offerings, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Spring™ Offerings and associated content in accordance with the Agreement. Spring™ may terminate this license at any time for any reason. You may use the Spring™ Offerings on one computer for your own personal, non-commercial use. No part of the Spring™ Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Spring™ Offerings or any portion thereof. Spring™ reserves any rights not explicitly granted in the Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Spring™ Offerings. You may not take any action that imposes an unreasonable or disproportionately large load on Spring™ infrastructure. Your right to use the Spring™ Offerings is not transferable.

9. Proprietary Rights. The content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the Spring™ Offerings are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution, publication or sale by you of any part of the Spring™ Offerings is strictly prohibited. Systematic retrieval of material from the Spring™ Offerings by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Spring™ is strictly prohibited. You do not acquire ownership rights in or to any content, document, software, services or other materials viewed by or through the Spring™ Offerings. The posting of information or material on or through the Spring™ Offerings by Spring™ does not constitute a waiver of any right in or to such information and/or materials. The "Spring" and "Spring Shabu-Shabu" names and logos, and all associated graphics, icons and service names, are trademarks of Masheta Group Ltd. The use of any trademark without the applicable trademark owner's express written consent is strictly prohibited.

10. Representations and Warranties. Each User hereby represents and warrants to Spring™ as follows: (a) the Agreement constitutes the legal, valid and binding obligation of User, which is fully enforceable against such User in accordance with its terms; (b) User understands and agrees that User has independently evaluated the desirability of utilizing the Spring™ Offerings and that User has not relied on any representation and/or warranty other than those set forth in the Agreement; and (c) the execution, delivery and performance of the Agreement by User will not conflict with or violate: (i) any order, judgment or decree applicable to User; and/or (ii) any agreement or other instrument applicable to User.

11. Indemnification. You agree to indemnify and hold Spring™, its parent and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third-party due to or arising out of: (a) your improper and/or unauthorized use of the Spring™ Offerings; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this Section 11 are for the benefit of Spring™ and the Covered Parties. Each of those individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

12. Legal Warning. Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Spring™ Offerings is a violation of criminal and civil law and Spring™ will diligently pursue any and all remedies against any offending individual or entity to the fullest extent permissible by law and in equity.

13. Disclaimer of Warranties. THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, SPRING™ MAKES NO WARRANTY THAT THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL MEET ANY USER’S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; AND/OR (D) WILL BE ACCURATE OR RELIABLE. THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. SPRING™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SPRING™ OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM SPRING™ OR OTHERWISE THROUGH OR FROM THE SPRING™ OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

14. Limitation of Liability. EACH USER EXPRESSLY UNDERSTANDS AND AGREES THAT SPRING™ SHALL NOT BE LIABLE TO THAT USER OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPRING™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW, FOR: (A) THE USE OR INABILITY TO USE THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE SPRING™ OFFERINGS; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER’S REGISTRATION DATA; AND (D) ANY OTHER MATTER RELATING TO THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. EACH USER HEREBY RELEASES SPRING™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF SPRING™ TO ANY USER UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SPRING™ OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY ANY USER OR SPRING™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN EACH USER AND SPRING™. ACCESS TO THE SPRING™ OFFERINGS WOULD NOT BE PROVIDED TO ANY USERS WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF SPRING™ SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. Third-Party Websites. The Spring™ Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Social Media Websites. Spring™ does not control the information, products or services made available on or through these third-party websites. The inclusion of any link does not imply endorsement by Spring™ of the applicable website or any association with the website’s operators. Because Spring™ has no control over such websites and/or resources, each User agrees that Spring™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of any User’s data privacy by third parties. Each User further agrees that Spring™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such website.

16. Editing, Deleting and Modification. Spring™ reserves the right, in its sole discretion, to edit and/or delete any documents, information or Content appearing on the Site.

17. Use of User Information. All material submitted by Users through or in association with the Spring™ Offerings, including, without limitation, the Registration Data, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please Click [Here](#).

18. Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). **You hereby agree to arbitrate all claims that may arise under the Agreement that you may have against Spring™ or any of the Covered Parties, who are express third-party beneficiaries of the mandatory arbitration provision. Without limiting the foregoing, should a dispute arise between you and Spring™ and/or any Covered Party including, without limitation, any matter concerning the Spring™ Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) you agree to submit the dispute for resolution by arbitration before the American Arbitration Association in New York, NY, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association (the “AAA”); and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found [Here](#).**

We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice (“Final Settlement Offer”). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in New York, NY, by filing a separate Demand for Arbitration, which is available [Here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys’ fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys’ fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit and/or class arbitration as to any claim, dispute or controversy that you may have against any Covered Party and/or Spring™ (including its employees, officers, directors, members, representatives and/or assigns). You agree to the entry of injunctive relief to stop such a class action lawsuit and/or class arbitration, as applicable, or to remove you as a participant in the suit and/or class arbitration, as applicable. You agree to pay the attorney’s fees and court costs that Spring™ and/or any Covered Party incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits and/or class arbitrations: (i) does not constitute a waiver of any of your rights or remedies to pursue a claim individually, and not as a class action or class arbitration, in binding arbitration as provided above; and (ii) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.

19. Miscellaneous. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Spring™ Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Notwithstanding the foregoing, to the extent that there is any inconsistency between these Terms and Conditions and any Contest Rules, insofar as an applicable Promotion is concerned, the Contest Rules shall govern. Spring’s™ failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Spring™ may, with or without notice to you and in its sole discretion, assign the Agreement and/or any of its rights or delegate its duties under the Agreement to any third-party for any purpose. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

20. Electronic Signatures. You acknowledge and agree that by clicking on the submit button, or taking such other action as may be designated by Spring™ as a means of accepting all or a portion of the Agreement, you are submitting a legally binding electronic signature and entering into a legally binding contract. You acknowledge that your electronic submission constitutes your agreement and intent to be bound by the Agreement. Pursuant to any and all applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE AND/OR OTHER SPRING™ OFFERINGS. Further, you hereby waive any right or requirement under any statutes, regulations, rules, ordinances or other law in any jurisdiction which require(s): (a) an original signature; (b) delivery or retention of non-electronic records; and/or (c) payments, or the granting of credits, by other than electronic means.

21. Contact Us. If any User has any questions about the Agreement, Spring™ Offerings or the practices of Spring™, that User can email us as at: info@springshabu.com; or send us mail to: Spring Shabu-Shabu, P.O. Box 5514, Englewood, NJ 07631.