



## Relish Terms of Use

### RelishIQ.com Terms of Use

Last updated: May 4, 2023, please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the <https://relishiq.com/> website (the “Service”) operated by Relish (“us”, “we”, or “our”). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Relish and its licensors.

### Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Relish. Relish has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Relish shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Except as expressly provided in your agreement, neither Relish nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of non-standard, customer developed integration with any products or services provided under the agreement, or that the operation of any products or services will be secure, uninterrupted or error-free. Customer agrees that it is not relying on delivery of future functionality, public comments, or advertising of Relish or product roadmaps in obtaining subscriptions for any cloud service.

Customer waives all claims for special, incidental, consequential, and/or indirect damages, loss of goodwill, business profits, work stoppage and/or exemplary and/or punitive damages. No agent, employee or representative of Relish has any authority to bind Relish to any affirmation, representation or warranty except as stated in this agreement. Under no circumstances shall Relish’s liability with regard to the sale or use of the products exceed the amounts expressly set forth in the customer’s agreement.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of State of Ohio, United States without regard to its conflict of law provisions. By doing business with us, you consent to the exclusive jurisdiction of the State of Ohio for any and all disputes and the exclusive venue for any and all disputes in any court located in Cuyahoga County, Ohio. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms



constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

#### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

#### Contact Us

If you have any questions about these Terms, please contact us:

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