

FACTCheckDining – TERMS AND CONDITIONS

Effective Date: 6/16/2025

1. AGREEMENT TO TERMS

These Terms and Conditions (“Terms”) form a binding legal agreement between you (“you” or “User”) and **FACTCheckDining, Inc.** (“FACTCheckDining,” “we,” “us,” or “our”) governing your use of our website, mobile application, platform, and related services (collectively, the “Services”).

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree, do not use the Services.

We may prompt you to reconfirm your agreement to these Terms periodically through the platform. Your continued use constitutes ongoing acceptance.

2. CHANGES TO TERMS

We may modify these Terms at any time. Updates are effective immediately upon posting. It is your responsibility to review the Terms regularly. Continued use after changes means you accept the updated Terms.

3. SERVICES OVERVIEW

FACTCheckDining is a technology platform that provides allergy-conscious restaurant suggestions based on publicly available menu data and user-input allergy profiles. Our Services are informational and intended to **assist**, not replace, your personal due diligence.

We do **not** guarantee that:

- Restaurant ingredient data is accurate, complete, or up-to-date
- Restaurant staff have communicated all allergen or cross-contact risks
- Suggested items are safe for consumption

Restaurants change ingredients, preparation methods, suppliers, and cross-contamination practices frequently and **may not publish full ingredient lists**. If we are provided **incomplete, outdated, or incorrect information**, we cannot provide accurate results.

You are solely responsible for confirming allergen information with restaurant staff before consuming any food.

4. ELIGIBILITY

You must be at least **10 years old** to use our Services. Users under 18 may only use the Services with parental or guardian supervision and agreement to these Terms.

5. USER ACCOUNTS

To use certain features, you may be required to create an account. You agree to:

- Provide accurate, current information
- Maintain confidentiality of your credentials
- Take responsibility for all activity under your account

We may suspend or terminate accounts for suspicious, fraudulent, or abusive behavior.

6. MEDICAL DISCLAIMER & ASSUMPTION OF RISK

FACTCheckDining does not provide medical advice. The Services are not a substitute for advice from a licensed medical professional or allergist.

You understand and accept that:

- The risk of allergic reaction, illness, or injury from food consumption **cannot be eliminated**, even with guidance
 - Restaurant data may be incomplete or inaccurate
 - You assume **all risk** associated with relying on any suggestion from our platform
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7. LIMITATION OF LIABILITY & DAMAGE CAP

To the **maximum extent permitted by law**, FACTCheckDining and its affiliates, officers, employees, contractors, and partners shall **not** be liable for:

- Any allergic reaction, personal injury, illness, death, loss of data, or financial loss
- Indirect, incidental, special, or consequential damages
- Errors, omissions, or delays in restaurant data or recommendations

If we are found liable for any claim despite these disclaimers, our total liability shall not exceed one hundred dollars (USD \$100.00).

8. USER CONTENT

If you submit content (e.g., feedback, reviews, comments), you grant us a **non-exclusive, perpetual, royalty-free, worldwide license** to use, reproduce, and display that content. You represent that you have rights to the content and that it does not infringe the rights of any third party.

9. PROHIBITED USES

You may not:

- Use the Services in a manner that is fraudulent, unlawful, or malicious
 - Attempt unauthorized access to our systems
 - Upload or distribute viruses, spam, or harmful content
 - Reverse-engineer or scrape any part of the Services
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10. THIRD-PARTY LINKS AND CONTENT

The Services may include third-party links, restaurant data, or third-party APIs. We are **not responsible** for the accuracy, practices, or policies of third-party providers. You access them at your own risk.

11. TERMINATION

We reserve the right to terminate or restrict your access to the Services at our sole discretion, without notice, if you violate these Terms or abuse the platform.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless FACTCheckDining and its affiliates, officers, employees, and contractors from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from:

- Your use of the Services
 - Your breach of these Terms
 - Any content you submit
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13. GOVERNING LAW & DISPUTE RESOLUTION

These Terms are governed by the laws of the **State of Ohio**, USA.

All disputes shall be resolved exclusively in the state or federal courts located in Ohio. You consent to personal jurisdiction and venue in those courts.

14. PRIVACY POLICY

Use of the Services is also governed by our Privacy Policy, which outlines how we collect, use, store, and protect your personal and allergy-related information.

15. ACKNOWLEDGEMENT

By using the Services, you **explicitly acknowledge** that:

- You understand and accept the inherent risks of relying on third-party restaurant data
 - You accept the disclaimers and limitations outlined herein
 - You have read, understood, and agreed to these Terms and Conditions
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16. CONTACT INFORMATION

FACTCheckDining, Inc.

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