HOTSPOT LLC

Client Terms of Service

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These Client Terms of Service (the "Terms") are a binding agreement between Hotspot LLC, a Texas limited liability company ("Hotspot," "we," "us"), and the organization on whose behalf meals and related services are ordered (the "Client," "you"). Please read them. They include a binding arbitration provision and class action waiver (Section 19), a limitation of our liability (Section 16), and important terms about food allergies, dietary needs and ordering for minors (Section 10).

1. Acceptance, Accounts and Authority

1.1 Acceptance. You accept these Terms by doing any of the following: placing or confirming an order with Hotspot by email, text message, phone, web form or the Hotspot platform; creating an account; clicking a box or button indicating acceptance; or paying a Hotspot invoice. Each order you place after the Effective Date is governed by the version of these Terms in effect on the order date. If you and Hotspot have both signed a separate written agreement, that agreement controls where it conflicts with these Terms, and these Terms fill in everything it does not address.

1.2 Who the Client is. The Client is the organization that is responsible for payment, whatever its form: a university, school or athletic department, a company, a contractor, a production, a league, a government agency or any other entity, not the individual placing the order. Where an organization orders through separate teams, departments, sites, programs or budgets, each is an account of the same Client, and these Terms apply to all of them. If an individual orders or pays for a group without acting for an organization, that individual is the Client and the Authorized Contact, is personally responsible for payment, and makes the representations in these Terms (including Sections 1.3, 10 and 12) for the group. If an individual pays for an Order placed for an organization, the organization remains the Client and the individual's payment is made on its behalf.

1.3 Authority of the person ordering. Each person who places an order, approves a meal plan, provides a payment method or receives a delivery on behalf of the Client (an "Authorized Contact") represents that he or she is at least 18 years old, has received and read these Terms, and has permission from the Client to accept them and to place Orders on the Client's behalf. Hotspot keeps a record of acceptance, including the Authorized Contact's contact details, the Order record and payment. The person who places an Order and the person who pays for it may be different people; each is an Authorized Contact, the Client is responsible for the Order either way, and payment by one Authorized Contact confirms the Order placed by another. Hotspot may rely on instructions from any Authorized Contact until the Client tells us in writing that the person no longer has authority. Authorized Contacts may change without affecting the Client's obligations.

1.4 Ratification. The Client's payment of an invoice, acceptance of a delivery, or continued ordering after notice of these Terms confirms the authority of the Authorized Contact who placed the order and the Client's agreement to these Terms, whether or not the Client's internal purchasing rules were followed. Notice of these Terms to an Authorized Contact, and the reference to these Terms on each quote, Order record and invoice, including invoices sent to the Client's billing contact, is notice to the Client.

1.5 Account information. You agree to keep your contact, billing and delivery information accurate and to protect any login credentials. You are responsible for all orders placed through your account or by your Authorized Contacts.

2. Definitions

"Delivery Provider" means a Restaurant, a third-party delivery or courier company, or an independent contractor who accepts a delivery Hotspot offers, that transports an Order to the Delivery Location.

"Delivery Location" means the address, building, room or outdoor location you designate for an Order.

"Group Member" means any person for whom the Client orders or who receives or consumes food from an Order, including employees, crew members, contractors, athletes, students, staff, guests, family members and minors, and including the Client when the Client is an individual ordering for themselves.

"Hotspot-Arranged Delivery" means a delivery performed by an independent contractor in Hotspot's network who accepts the delivery Hotspot offers for the Order (Section 9.1(c)).

"Meal Price" means the per-person price Hotspot charges the Client for the meals in an Order, made up of the food at the Restaurant's prices, the sales, meal and similar tax the Restaurant charges on it, and Hotspot's compensation (Section 6.1).

"Order" means a request for meals or related services for a specific date and time, for delivery to a Delivery Location, for pickup by the Client at the Restaurant, or for a reservation at which the Restaurant serves your Group Members on its premises, that has been scheduled under Section 5.1.

"Order Total" means the amount payable for an Order: the Meal Price for every person served, plus the Restaurant and Delivery Charges, plus any rush, change, coordination or payment processing charge applied to the Order under these Terms.

"Pickup Order" means an Order you collect at the Restaurant (Section 9.7).

"Reservation Order" means an Order at which the Restaurant serves your Group Members on its premises (Section 9.8).

"Restaurant" means the independent restaurant, caterer or other food business that prepares, packages and sells the food in an Order.

"Restaurant and Delivery Charges" means every amount a Restaurant, Delivery Provider or other provider charges for an Order beyond menu prices, together with the gratuities paid for the Order under Section 6.5 and any gratuity, item or amount a Group Member adds to a provider's bill under Sections 6.5 and 9.8, as described in Section 6.2.

"Restaurant Delivery" means a delivery performed by the Restaurant's own personnel, or through the Restaurant's online ordering or delivery platform, including any delivery service the Restaurant selects (Section 9.1(a)).

"Services" means the purchasing, coordination and monitoring services Hotspot provides under Section 4, together with any Arranged Services under Section 13.

3. What Hotspot Is, and Is Not

3.1 Purchasing and coordination agent. You appoint Hotspot as your agent to select, order, schedule, pay for and coordinate meals from Restaurants for your Group Members, whether delivered, collected by you or served at the Restaurant, and to monitor each Order from placement through drop-off, pickup or service. Hotspot acts on your behalf and at your direction. Hotspot's authority is limited to the Orders you request and the related services described in these Terms.

3.2 Hotspot is not a food business. Hotspot is not a restaurant, caterer, food preparer, food manufacturer, food retailer or food seller. Hotspot does not prepare, cook, package, label, store, hold, inspect or resell food. Each Restaurant is an independent business that is solely responsible for

its food, its ingredients, its allergen and nutrition information, its food-safety practices and its compliance with food law.

3.3 The Restaurant is the seller. Each Order is a purchase of food by the Client from the Restaurant, placed by Hotspot as the Client's agent for the Client's account and, where the Restaurant's ordering process allows, in the Client's name. The Restaurant is the seller and preparer of the food. Title to the food passes directly from the Restaurant to the Client when the Restaurant releases the Order for pickup or delivery. Where a Restaurant's ordering process does not allow the Client's name, or a Restaurant records Hotspot as the customer, the Order remains a purchase by the Client, and the name shown in the Restaurant's records does not change who the purchaser is or how title passes under this Section. The Restaurant or Delivery Provider that transports the Order is responsible for it in transit, and the Client is responsible for it from drop-off (Section 9.4). Hotspot never acquires title to, or custody of, any food.

3.4 Payment advanced as agent. Hotspot pays the Restaurant and the Delivery Provider on the Client's behalf, from funds the Client has paid in advance or, where Hotspot extends credit, before the Client pays. Either way, Hotspot's payments to providers are disbursements made for the Client as its agent, funded or reimbursed through the Order Total.

3.5 Delivery Providers are independent. Delivery Providers are independent businesses or independent contractors. They are not Hotspot's employees, and Hotspot does not control the manner or means of their work; contractors in Hotspot's network agree to delivery standards under Section 9.1(c) that state the result to be delivered, not how to perform the work. Where a Restaurant delivers, delivery is the Restaurant's own operation and Hotspot's role is limited to coordination and monitoring (Section 9).

3.6 Where control lies. Order accuracy, portioning, ingredients, the execution of dietary and allergen instructions, packaging, and food temperature at release are within the Restaurant's control, not Hotspot's. Where the Restaurant performs delivery, through its own staff or through an online ordering or delivery platform the Restaurant uses, the timing and conduct of that delivery are also within the Restaurant's control. Where Hotspot arranges a courier service or independent contracted driver on the Client's behalf, Hotspot is responsible for coordinating and monitoring that provider, and the provider is responsible for the delivery itself. In every case Hotspot's own obligations are those in Section 4: to relay, coordinate, monitor and work to resolve problems.

3.7 Recommendations are not warranties. Hotspot may recommend Restaurants, cuisines, menus or portions based on your budget, preferences and schedule. A recommendation is an opinion offered to help you decide. It is not a representation about the quality, safety, ingredients or allergen content of any food, and the selection of each Restaurant and each menu item is your decision, or is deemed your decision under Section 4.2. Recommendations on quantities and portions are estimates based on the headcount and appetite information you give us; running short, or having leftovers, from quantities you approved is not a defect in the Order. A meal plan Hotspot prepares is a proposal until you approve it or it is deemed approved under Section 4.2.

4. The Services

4.1 Coordination and monitoring. For each Order, Hotspot will, as applicable: suggest Restaurants near the Delivery Location based on the budget, headcount and preferences you give us and on publicly available information about each Restaurant (listings, menus, pricing and maps), which Hotspot does not verify; relay menu options and your selections; place the Order with the Restaurant for your account and, where the Restaurant's ordering process allows, in your name; schedule pickup and delivery based on the itinerary you give us; relay your dietary and allergen instructions to the Restaurant with the Order (Section 10); monitor the Order through drop-off, pickup or service, as applicable; and work with the Restaurant and Delivery Provider to resolve problems (Section 11).

4.2 Client-directed selection. Menus, Restaurants, headcounts, quantities, delivery times and Delivery Locations are selected or approved by you or your Group Members. Where you ask Hotspot to choose on your behalf, Hotspot will use reasonable care in making the selection based on the information you give us, and the selection is deemed approved by you when Hotspot states the Order details in writing under Section 5.1 or places the Order on that basis. Where a selection or other detail is needed to keep a scheduled Order on time and your Authorized Contact has not responded by the time Hotspot determines is necessary based on the Restaurant's requirements and the delivery schedule, you authorize Hotspot to decide it using reasonable care on the information it has, and that decision is deemed approved on the same basis. Hotspot makes a decision under this Section in what it reasonably considers your group's interest on the information available at the time. That you or your Authorized Contact would have chosen differently does not make the Order defective or the decision a breach.

4.3 Group order forms and invitations. Where Group Members choose their own meals, they may do so through an order form, link or sheet, or through order invitations that Hotspot sends at your direction to the Group Members on a list you provide, by email or text, so that each can submit a selection and any dietary instruction directly to Hotspot. Invitations are sent as part of your Order and on your behalf. Hotspot sends invitations to the contacts you list and relies on the ages you give it; for any Group Member you identify as under 18, list a parent or guardian, and the invitation goes to that adult, who submits the selection on the minor's behalf. You represent that you have each recipient's consent to be contacted at the address or number you provide. Other than automated reminders sent as part of the invitation, questions about a Group Member's selection are directed to your Authorized Contact, not to the Group Member. Hotspot transmits each Group Member's selections to the Restaurant as submitted. Hotspot does not review individual selections for suitability, allergens or dietary compliance.

4.4 No nutrition, dietary or medical advice. Hotspot does not provide nutrition, dietary, medical or allergy advice. Any menu descriptions, labels or dietary designations (such as "vegetarian," "gluten-free" or "contains nuts") originate with the Restaurant and are passed along without verification.

4.5 Availability. Availability of Restaurants, menu items and Delivery Providers varies by market and is not guaranteed.

5. Orders

5.1 How ordering works. You send your meal request to Hotspot by email, text message, phone, web form or the Hotspot platform. Every request comes to Hotspot first. Hotspot reviews the request, works with you on the final details where needed, and then coordinates and places the Order with the Restaurant as your purchasing agent. Restaurants do not receive orders from you directly through Hotspot, and Hotspot's website and platform are tools for sending requests to Hotspot, not a storefront of Restaurants. Order details are settled in the back-and-forth between you and Hotspot by text, email, web form or platform. An Order is scheduled when Hotspot states its details to you in writing (a text or email recap, a web form or platform confirmation) or, where timing does not allow a written statement first, when Hotspot places it with the Restaurant on the details then agreed, in which case Hotspot sends the written statement as soon as practicable. The written statement, with its time stamp, is the record of the Order. Details given by phone are part of an Order once Hotspot has stated them in writing or acted on them, and Hotspot's written statement, call recording or note is the record of them. Hotspot may decline any request.

5.2 Your information. You are responsible for the accuracy and completeness of headcounts, quantities, menu selections, dietary and allergen information, delivery dates and times, Delivery Locations (including building, floor, room, gate, job site, field and access instructions), the name and mobile number of the person who will receive the delivery, and any venue rules. Hotspot and the Restaurant will rely on this information without independent verification.

5.3 Lead time. Group orders generally require at least 24 hours' notice and large Orders longer. Hotspot may decline or propose a new time for a request that cannot be met on the timeline requested. Orders accepted on short notice are subject to Restaurant availability and may carry higher Restaurant and Delivery Charges, which you pay as part of the Order Total. Hotspot may also charge a rush charge of up to $25 for an Order requested with less than 24 hours' notice, shown as its own line on the invoice.

5.4 Changes. Requests to change an Order (headcount, items, time or location) are subject to the Restaurant's and Delivery Provider's ability to accommodate them. Changes that increase the Restaurant's or Delivery Provider's charges increase the Order Total. Reductions after the Restaurant has begun preparation may not reduce the Order Total (Section 8). Change requests must come from an Authorized Contact. A change is effective only when Hotspot confirms to you that it has been made; until then, and if a Restaurant or Delivery Provider cannot accommodate the change, the original Order stands, and Section 8 applies if you then cancel. Where a change cannot be made to the existing Order, Hotspot may treat the request as a new Order. Hotspot may charge a change charge of up to $25 for each change to a scheduled Order after the third, and for any change requested within two hours of the scheduled pickup, delivery or reservation time, in addition to any Restaurant or Delivery Provider charges for the change; a change charge is shown as its own line on the invoice.

5.5 Substitutions and shortages. Restaurants occasionally run out of items, change menus or cannot fill an Order as placed. When that happens, Hotspot will contact your Authorized Contact for a substitution. If Hotspot does not receive a response by the time the Order must be submitted or released, which Hotspot determines based on the Restaurant's requirements and the delivery schedule, you authorize Hotspot to choose a reasonable substitute from the same Restaurant of comparable kind and value so that your group is fed. You may instead instruct Hotspot in writing, for an account or an Order, not to substitute, in which case Hotspot will omit any unavailable item and tell you. Hotspot will tell you of every substitution it makes. Where a meal carries an allergy or dietary instruction, Hotspot will restate that instruction to the Restaurant with the substitution, relay any response the Restaurant gives with the substitution notice, and leave the decision whether to consume the item to you and the affected Group Member; Hotspot does not verify the substitute, and the Restaurant's contact information is available from Hotspot on request. A substitution made under this Section is not a defect in the Order.

5.6 Purchasing authority. For each scheduled Order, you authorize Hotspot, acting as your agent, to place the Order with the Restaurant for your account and, where the Restaurant's ordering process allows, in your name; to agree to and pay the Restaurant's and Delivery Providers' charges for the Order, including menu prices, service, staff, kitchen, packaging, minimum-order, delivery and rush charges and any other charge the Restaurant imposes, and gratuities under Section 6.5; to make substitutions under Section 5.5; and to adjust timing and logistics as needed to complete the Order. A budget you give Hotspot is information, not a cap and not a term of any Order. Hotspot takes it into account when suggesting Restaurants and menus and when deciding under Section 4.2, but does not track Orders, changes or pricing against it, and has no liability of any kind for an Order, or a series of Orders, exceeding it. Once an Order is scheduled, Hotspot is your purchaser for it, and the Order Hotspot places is the Order as scheduled, whether you approved specific items, your Group Members made their own selections, or you left selections to Hotspot under Section 4.2.

5.7 Plans are for Orders through Hotspot. Restaurant sourcing, menus, pricing and meal plans Hotspot prepares at your request are provided for Orders placed through Hotspot. If you use a plan Hotspot prepared to order directly from the Restaurant, or through another service, within 30 days, Hotspot may charge a coordination charge of 10% of the Order Total Hotspot estimates for the plan from the Restaurant's menu prices and the headcount in the plan, with a minimum of $70, for the work performed.

6. Pricing

6.1 The Meal Price. Hotspot charges a Meal Price for each person served in an Order. The Meal Price is made up of (a) the food at the Restaurant's prices, (b) the sales, meal and similar tax the Restaurant charges on it, and (c) Hotspot's compensation for its Services. Hotspot does not itemize those parts. Hotspot's invoices show the Meal Price as a meal line with the Restaurant named and the date, stated as the total for the people served, with the headcount and, where meals are matched to people, the names and selections in the invoice notes. Where your group pays the Restaurant directly under Section 9.8, there is no Meal Price and Hotspot invoices the coordination charge described there.

6.2 Restaurant and Delivery Charges. You will pay every fee and other charge that a Restaurant, Delivery Provider or other provider charges for your Order beyond menu prices, as charged, including service, staff, kitchen, large-party, catering, packaging and delivery charges, whatever the provider calls them, and every gratuity paid for the Order under Section 6.5. Hotspot's invoices show these as one Restaurant and Delivery Charges line for the Order, where any apply. Hotspot adds no compensation to this line; it passes through what the providers charge and the gratuities paid. Where a Restaurant or Delivery Provider does not show a charge on its receipt, or charges Hotspot after the Order, the charge still applies, subject to Section 7.4.

6.3 Hotspot's compensation is not itemized. Hotspot's compensation is part of the Meal Price and varies by Order, market, account type and the services involved. It is the difference between the Meal Price for the people served and the amounts Hotspot pays the Restaurant for their food and the tax on it, and it is not separately disclosed. A Restaurant's receipt may accompany an Order; you agree that the Restaurant's receipt does not change the Meal Price or the Order Total. Hotspot sets the Meal Price for each Order and, on request, will quote it before the Order is scheduled (Section 6.6). BY ACCEPTING THESE TERMS AND BY PLACING EACH ORDER, YOU AGREE TO PAY THE MEAL PRICE FOR EACH PERSON SERVED AS INVOICED OR, WHERE QUOTED, AS QUOTED, TOGETHER WITH THE RESTAURANT AND DELIVERY CHARGES AND ANY OTHER CHARGES UNDER SECTION 6.4, CONSENT TO HOTSPOT RETAINING THE DIFFERENCE DESCRIBED IN THIS SECTION AS ITS COMPENSATION, FOR THAT ORDER AND ALL ORDERS, AND, TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO AN ACCOUNTING OF IT.

6.4 Other charges. A rush charge under Section 5.3, a change charge under Section 5.4, a coordination charge under Section 5.7, 8.2 or 9.8 and a payment processing charge under Section 6.9, where applied, are each shown as their own line on the invoice. The Order Total is the Meal Price for every person served, plus the Restaurant and Delivery Charges, plus any of these charges.

6.5 Gratuities and tips. You authorize Hotspot to decide and pay, on your behalf, any gratuity or tip to a Restaurant, Delivery Provider, driver, venue staff or other provider involved in an Order, within the instructions you give us. Where you specify a gratuity amount or recipient, Hotspot will apply it, and any gratuity you designate for a particular provider is paid in full to that provider or to the platform through which it is engaged. No part of Hotspot's compensation is a gratuity or service charge, and Hotspot retains no part of any gratuity. Where you do not specify, Hotspot decides whether to pay a customary gratuity and how much. Hotspot does not include a gratuity on every Order. Gratuities are shown in the Restaurant and Delivery Charges. If an Authorized Contact or Group Member adds a gratuity or other amount on a receipt, signature pad or payment screen, or otherwise authorizes an additional charge from a provider, that amount is added to the Restaurant and Delivery Charges.

6.6 Quotes and estimates. A figure Hotspot gives you as an approximation (for example, "around $28 per person") is an estimate, not a quote, and the Meal Price invoiced may differ from it. A Meal Price Hotspot states to you as a quote for a specific Order will be honored for that Order as quoted, except that the Order Total will reflect (a) any change to the Order after the quote, including headcount, items, time or location; (b) any Restaurant and Delivery Charges, including minimum-

order, service, delivery, distance, packaging and rush charges, that the Restaurant or Delivery Provider imposes and that were not stated in the quote; (c) substitutions under Section 5.5; (d) any rush, change, coordination or payment processing charge under Section 6.4; (e) tax a Restaurant charges despite your exemption certificate (Section 6.8) where the quote assumed the exemption would be honored; and (f) a change in the Restaurant's prices between the quote and the placing of the Order. A quote covers the Meal Price; Restaurant and Delivery Charges are quoted only where Hotspot states them.

6.7 Taxes. Sales, meal, use and similar taxes a Restaurant charges on the food are included in the Meal Price; taxes a provider charges on Restaurant and Delivery Charges are part of those charges. Where a tax applies to Hotspot's compensation, Hotspot will collect it as required by law.

6.8 Tax-exempt Clients. If you hold a sales-tax exemption, provide your current exemption certificate before ordering. Hotspot will present it to Restaurants and request that tax not be charged. Whether a Restaurant honors an exemption is the Restaurant's decision, and exemption rules differ by state and by who pays. Where a Restaurant charges tax despite the certificate, that tax remains in the Meal Price. Hotspot is not responsible for recovering it, for absorbing or paying it on your behalf, or for any difference between your expected and actual cost because an exemption was not honored. You remain responsible for any tax ultimately determined to be due on your purchases.

6.9 Payment processing charge. Payment by credit card carries a processing charge shown as a separate line on the invoice, which will not exceed Hotspot's cost of accepting the card and is disclosed before you pay. No processing charge applies to debit card, ACH, check or other payment. Where the law of your state limits or prohibits such a charge, Hotspot will apply it only to the extent permitted.

6.10 Currency and rounding. All amounts are in U.S. dollars. Per-person amounts shown on invoices may be rounded; the Order Total controls.

7. Invoicing and Payment

7.1 Invoices. Hotspot invoices each Order, or groups of Orders, electronically. Unless a separate written agreement provides otherwise, invoices are due on receipt. Hotspot may require payment in advance for any Order or account. Where it does, Hotspot may hold the Order and need not place it with the Restaurant until payment is received, and may cancel it under Section 8.6 if payment is not received by the time Hotspot states. Clients that Hotspot has approved for credit terms in writing pay within the approved period.

7.2 Payment methods. You may pay by card, ACH, check or another method Hotspot accepts. By providing a payment method you authorize Hotspot and its payment processor to charge it for the Order Total of each Order and any other amounts due under these Terms. Where you place a card on file, you authorize charges to it for Orders placed by your Authorized Contacts.

7.3 Late payment. Amounts not paid within 15 days after the invoice date are past due. Past-due amounts accrue a late charge of 1.5% per month, or the maximum rate permitted by law if less, from the due date until paid. Hotspot may suspend new Orders for any account with a past-due balance and may recover reasonable costs of collection, including attorneys' fees, on past-due amounts.

7.4 Billing questions and corrections. Review each invoice when you receive it. Questions about an invoice amount must be sent to ap@hotspotevents.com within 5 business days after the invoice date. Hotspot will correct any error in computation or in applying a credit. Except for such corrections, and subject to Section 12.3 for individual Clients, an invoice becomes final and payable in full if no written question is received within that period. If Hotspot discovers that it overbilled you, Hotspot will credit or refund the difference whenever the error is found, without time limit. If Hotspot discovers that it underbilled you (for example, a Restaurant or Delivery Provider charge received after invoicing, or an omitted item), Hotspot may issue a corrected or supplemental invoice within 30 days after the original invoice date, and the additional amount is due on receipt and subject to this

Section; Hotspot will not bill for an underbilling discovered after that period. Problems with the food or delivery itself are governed by Section 11 and must be reported on the delivery day (Section 11.1).

7.5 Purchase orders. If your organization requires a purchase order, you are responsible for obtaining it. Terms printed on a purchase order do not modify these Terms. Hotspot's inability to collect because a purchase order was not issued does not excuse payment.

7.6 Chargebacks. You agree to raise any question about a charge with Hotspot under Section 7.4 or Section 11 before disputing it with your card issuer or bank. Except where applicable consumer protection law gives an individual Client the right to dispute a charge with its card issuer, a chargeback initiated without first contacting Hotspot, or for an amount Hotspot has already credited, is a breach of these Terms, and Hotspot may recover the disputed amount, chargeback fees and collection costs.

7.7 No set-off. You may not withhold or offset payment of undisputed amounts because of a claim relating to another Order.

8. Cancellations, Reductions and Failed Deliveries

8.1 Cancellation requests. Tell us as early as possible if you need to cancel or reduce an Order. Hotspot will promptly ask the Restaurant and Delivery Provider to cancel or reduce it.

8.2 Pass-through of provider charges. Hotspot's cancellation charge is the full amount the Restaurant, Delivery Provider and any other provider charge Hotspot for the cancellation or reduction, up to the Order Total. For an Order cancelled after it is scheduled, Hotspot may also charge a coordination charge of up to 10% of the Meal Price for the people in the Order as quoted or, where none was quoted, of the amount the Restaurant quoted or charged for the food or, failing that, of the Restaurant's current menu prices for the items ordered, for the coordination work performed, whether or not a provider imposes a charge. For a Reservation Order your group would have paid directly under Section 9.8, the coordination charge on cancellation is the $70 minimum stated there.

8.3 Hotspot-Arranged Delivery. If a Hotspot-Arranged Delivery is cancelled after the contractor has accepted the delivery and started toward the Restaurant, the agreed delivery charge for that contractor is included in the cancellation charge.

8.4 Failed deliveries. An Order is deemed delivered, and the Order Total is payable in full, if the Delivery Provider arrives at the Delivery Location within a reasonable time of the scheduled window and delivery cannot be completed for reasons within your control, including an incorrect or inaccessible Delivery Location, a closed venue or gate, security that will not admit the Delivery Provider, no one available to receive the Order, or an unreachable contact. Hotspot will attempt to reach your Authorized Contact and will follow any reasonable alternative instructions given at the time; additional delivery charges for redirection are added to the Restaurant and Delivery Charges. For a Pickup Order or Reservation Order, this Section applies as stated in Sections 9.7 and 9.8, and the Order is deemed complete and the Order Total payable.

8.5 Weather, closures and events beyond control. Game, event or shift cancellations, schedule changes, travel disruptions, weather, and venue or site closures do not relieve the Client of charges that Restaurants and Delivery Providers impose. Hotspot will work to cancel, reschedule or redirect the Order.

8.6 Cancellation by Hotspot. Hotspot may cancel an Order if a Restaurant or Delivery Provider cannot perform, if payment is past due or required advance payment is not received by the time Hotspot states (Section 7.1), or if Hotspot becomes aware that performing would be unsafe or unlawful. Hotspot will tell you promptly and, where possible, offer an alternative. Hotspot's liability for its own cancellation is limited to not charging for the cancelled Order and refunding any amount you prepaid for it, except that where Hotspot cancels for non-payment, Section 8.2 applies.

8.7 Cancellation by a Restaurant or Delivery Provider. If a Restaurant or Delivery Provider cancels an Order or fails to perform, Hotspot will tell you as soon as it learns of it and will work to arrange a replacement from another Restaurant or provider. A replacement you accept is a new Order at its own Order Total. If no replacement is arranged, you are not charged for the cancelled Order, and any amount you prepaid for it is credited or refunded. Hotspot passes through any credit the Restaurant or Delivery Provider gives for the cancellation. A Restaurant's or Delivery Provider's cancellation or failure is not a breach of these Terms by Hotspot, and Section 16 applies to any loss you claim from it.

9. Delivery

9.1 How deliveries happen. Depending on the market, the Restaurant and the Order, Hotspot coordinates delivery in one of the following ways, and may use more than one for a Client. In each case Hotspot's role is to coordinate between the Restaurant, the Delivery Provider and you, and to monitor the delivery.

(a) Restaurant Delivery. The Restaurant delivers through its own staff, or through its online ordering or delivery platform, which may use a third-party delivery service the Restaurant selects. The Restaurant and its delivery service control the delivery and are responsible for their drivers and for the food until drop-off. Hotspot coordinates timing between the Restaurant and you, monitors status and relays issues, and is not the carrier.

(b) Courier and delivery services. Hotspot engages a courier company or delivery network on your behalf to transport the Order. That provider performs the delivery with its own personnel and is responsible for them; Hotspot coordinates and monitors.

(c) Hotspot-Arranged Delivery. Hotspot offers the delivery to independent contractors in its network, and the contractor who accepts performs it. Contractors in Hotspot's network agree to Hotspot's delivery standards. The contractor is an independent contractor, whether an individual or a business, and not Hotspot's employee. Hotspot coordinates and monitors the delivery.

(d) Other providers. Where none of the above is available, Hotspot may arrange delivery through any other provider it reasonably selects on your behalf, on the same basis as (b).

9.2 Delivery windows. Delivery times are targets. Restaurants, traffic, weather, venue access and events outside Hotspot's control affect arrival. Hotspot will relay delay information it receives from the Restaurant or Delivery Provider. Hotspot does not itself credit for the arrival time of a delivery that is otherwise complete and usable (Section 11.5); see Section 11 for how Hotspot addresses problems.

9.3 Drop-off. Delivery is complete when the Order is handed to any person at the Delivery Location who accepts it for the Client, or is left at the Delivery Location on your instruction or where no one is available after reasonable efforts. The Client is responsible for who receives the Order on its behalf and for the Order from that point (Section 9.4). Where you have asked for it and the Delivery Provider agrees, the Delivery Provider may place unopened items on a table you designate. Delivery Providers do not open, portion, plate or serve food, and placement is a courtesy, not a catering or serving service. The Delivery Provider may photograph the Order at the drop-off point to confirm delivery, and you consent to that.

9.4 After drop-off. Once an Order is delivered, the Client is responsible for the food, including temperature control, timely service, storage of leftovers and disposal. Prepared food should be served promptly; do not hold hot or cold food at room temperature for more than two hours (one hour above 90°F), consistent with U.S. FDA guidance.

9.5 Site access and conduct. You will arrange any venue access, parking, security clearance, loading-dock, elevator or check-in the Delivery Provider needs and will tell us in advance. Delivery is to the nearest point at the Delivery Location that the Delivery Provider's vehicle can reach, or as far inside as access allows; for large Orders, you will have people or carts available to help move the

Order from that point. You and your Group Members will treat Delivery Providers with courtesy. Hotspot does not order or arrange delivery of alcohol, and Delivery Providers are not asked to handle cash or accept returns of food.

9.6 Delivery incidents. If a Delivery Provider's conduct causes damage or injury, tell Hotspot immediately, and in any event the same day. For Restaurant Delivery, the Restaurant and its delivery service are responsible for their drivers. For Hotspot-Arranged Delivery, the contractor is responsible for its own conduct. Hotspot will help you present the matter to the responsible party.

9.7 Pickup Orders. Where you choose to collect an Order at the Restaurant, the Order is complete when the Restaurant releases it to the person collecting it for the Client; the Client is responsible for the food from that point, Sections 9.2 and 9.6 do not apply, and Section 8.4 applies if no one collects the Order within a reasonable time of the scheduled pickup.

9.8 Reservation Orders. Where Hotspot arranges a reservation or private dining for your group, the Restaurant serves your Group Members on its premises and is responsible for the food and the service. Sections 9.2 through 9.6 do not apply. Restaurant minimums, deposits, cancellation and no-show charges are the Restaurant's and pass through under Section 8; Section 8.4 applies if your group does not arrive within a reasonable time of the reservation. Hotspot handles payment to the Restaurant, including the gratuity, so your group should not leave a gratuity at the table. Any gratuity or additional item other than alcohol that a Group Member adds to the Restaurant's bill is added to the Restaurant and Delivery Charges under Section 6.5. If your group pays the Restaurant directly rather than through Hotspot, there is no Meal Price for that Order and Hotspot will invoice a coordination charge of 15% of the Restaurant's food and beverage subtotal before tax and gratuity, which Hotspot determines by contacting the Restaurant or from the Restaurant's current menu prices, with a minimum of $70. For a Reservation Order your group pays directly, Sections 3.3, 3.4, 6.1 and 6.2 apply only to the extent of Hotspot's coordination charge. Where a Group Member pays the Restaurant directly for their own meal, that person is not counted in the Meal Price for the Order. Alcohol is not part of any Order. Where a Group Member orders alcohol at a Reservation Order, it is ordered from and paid to the Restaurant by that person directly; Hotspot does not pay for it, and it is not included in the Order Total or in the subtotal on which the coordination charge is calculated.

10. Group Meals: Recipients, Dietary Needs, Allergies and Minors

10.1 You order for your Group Members. The Client places each Order for its own Group Members. The Client, not Hotspot, has the relationship with each Group Member and is responsible for knowing who will eat, what they can and cannot eat, and whether any of them are minors or have medical dietary needs.

10.2 Collecting dietary and allergen information. The Client is responsible for collecting from its Group Members (or their parents or guardians) any food allergies, intolerances, religious or medical dietary restrictions and other requirements, and for giving that information to Hotspot in writing with the Order, in enough time to act on it. Hotspot does not seek information from Group Members except through order invitations sent at your direction under Section 4.3, and does not send invitations to Group Members you identify as under 18.

10.3 What Hotspot does with it. Hotspot relays the dietary and allergen information you provide to the Restaurant as part of the Order, as you gave it to us, in the way the Restaurant takes orders (a written or online order, or by phone), and keeps a record of the relay (Section 14.4). On your request, Hotspot will ask the Restaurant whether it can accommodate a requirement and will relay the Restaurant's response to you, or give you the Restaurant's contact information or ask the Restaurant to contact you. If a Restaurant declines or cannot confirm, Hotspot will tell you so you can choose another Restaurant or item. Hotspot's obligation to relay is satisfied when Hotspot communicates the instruction to the Restaurant with the Order and records that it did so. Hotspot is not responsible for the Restaurant's receipt, review, acknowledgment or execution of an instruction, or for failures of email, text, telephone or platform systems outside Hotspot's control. You may confirm any order

detail, including dietary instructions, directly with the Restaurant at any time, and Hotspot encourages you to do so for anything important to you; ask Hotspot for the Restaurant's contact information.

10.4 What Hotspot does not do. Hotspot does not verify ingredients, recipes, preparation methods, kitchen practices, cross-contact controls or labeling, and does not inspect food. Hotspot does not represent that any food is free of any allergen or is safe or suitable for any person. Restaurant labels and designations are the Restaurant's. Only the Restaurant can confirm what is in its food, and only the Restaurant controls how it is prepared. Restaurant kitchens handle common allergens, and any item may contain or have come into contact with an allergen even where a Restaurant designates it otherwise. The Client agrees to inform its Group Members of this risk and, where practicable, to include notice of it in the Client's own participation, consent or meal sign-up forms.

10.5 Severe allergies and medical diets. For any Group Member with a severe or life-threatening allergy, celiac disease, or a medically required diet, the Client agrees to confirm the Restaurant's ability to accommodate the requirement directly with the Restaurant before relying on the meal, to inspect labels at service, and to have appropriate medical supplies (such as epinephrine where prescribed) and trained supervision available. On request, Hotspot will give you the Restaurant's contact information or ask the Restaurant to contact you.

10.6 Minors. If any Group Member is under 18, the Client represents and warrants that it has the legal authority, and any required parental or guardian consent, to order food for that minor, to share the minor's dietary information with Hotspot and the Restaurant, and to supervise the minor's meal. The Client is responsible for supervising minors at meal time, distributing meals to the correct recipients, checking labels, and handling any reaction. Where meals must be matched to people, identify minors by first name and, where needed to tell Group Members apart, a last initial or a number you assign, and provide nothing else about them beyond the dietary instruction.

10.7 Labeling and distribution. Restaurants may label meals by recipient, by item, by ingredients or allergens, or not at all; labeling is the Restaurant's practice and varies by Restaurant. Where meals are prepared for specific individuals, Hotspot asks the Restaurant to label them from the information you provide. Hotspot does not label, open or sort meals. Whether a Restaurant labels, and whether any label (the recipient, the item, or its ingredients or allergens) is accurate, is within the Restaurant's control and is not Hotspot's responsibility; Hotspot relays the names and instructions as you gave them. Hotspot sends the Client the names, as identified under Section 10.6, and selections with the Order so meals can be matched to Group Members at service. The Client is responsible for distributing meals to the right Group Members, for checking the label and contents against the Order before a meal is given to any Group Member with a dietary or allergy instruction, and for keeping specially prepared meals separate from the general order. A meal taken by the wrong person after drop-off or pickup is not a defect in the Order.

10.8 If something goes wrong. If a Group Member has an adverse reaction, or you believe food was mislabeled, contaminated, unsafe, or contained a foreign object, seek medical help first where needed. Then notify Hotspot by phone at (214) 271-4414 and in writing to orders@hotspotevents.com within 24 hours after you become aware of it, preserve the food, packaging and labels, and give Hotspot the information needed to raise the matter with the Restaurant, including what the affected person ate from the Order and, so that the cause can be assessed, other food consumed in the surrounding period. Hotspot will cooperate with you and the Restaurant in good faith. Timely notice and preservation are needed so that the Restaurant's responsibility can be established.

10.9 Privacy of dietary information. Dietary and allergen information you give us, or that a Group Member or parent submits through an order invitation, is used only to fulfill Orders and to keep the records described in Section 18.3. Hotspot provides it only to the Restaurant for the Order and to the service providers Hotspot uses to communicate and keep records; Hotspot does not separately provide it to Delivery Providers, although the Restaurant's labels travel with the Order. It is handled

under our Privacy Policy. For minors, provide first name and at most a last initial or a number you assign.

10.10 Allocation. As between the Client and Hotspot, the Client is responsible for the completeness and accuracy of dietary and allergen information, for the decision to order a particular item for a particular Group Member, for confirming severe-allergy accommodations with the Restaurant, and for supervision and service of the meal; Hotspot is responsible for relaying the information you provide to the Restaurant as you gave it to us, with the Order, and keeping a record of the relay; and the Restaurant is responsible for its food. The indemnity in Section 17 applies to claims by Group Members and their parents or guardians.

11. Problems, Make-It-Right, Credits and Refunds

11.1 Tell us the same day. If an Order is late, incomplete, incorrect, damaged or otherwise not as ordered, tell Hotspot by phone or text as soon as you notice and in any event before the end of the day of delivery, pickup or the reservation (the "delivery day" in these Terms). Restaurants and Delivery Providers will generally not consider a credit or refund after the delivery day. Hotspot does not pursue a credit for a problem reported after the delivery day, and credits one only to the extent a Restaurant or Delivery Provider nonetheless credits Hotspot. Health and safety incidents are reported under Section 10.8, which governs where the two overlap.

11.2 Hotspot's commitment. Hotspot will work promptly and in good faith to make a reported problem right. Depending on the problem, that may mean having the Restaurant correct or replace items, arranging a second delivery, sourcing a replacement meal from another Restaurant (Section 11.3), or obtaining a credit from the Restaurant or Delivery Provider. Hotspot will tell you what remedy it is pursuing and will choose the remedy it reasonably believes suits your group's needs and timing.

11.3 Credits. Hotspot's compensation pays for the Services, which Hotspot performs whether or not a Restaurant or Delivery Provider performs as expected, and is not credited or refunded except as stated in this Section. Where a Restaurant or Delivery Provider credits or refunds Hotspot for a problem you report under Section 11.1, Hotspot will credit you the amount it receives. Where an entire Order is not delivered, or is unusable on arrival, for reasons other than those in Sections 8.4 and 11.5, Hotspot will credit the Order Total. Hotspot may, in its sole discretion, credit more than this Section requires, including some or all of its own compensation. Beyond those amounts, Hotspot does not guarantee any credit or refund, and the Order Total remains payable. A replacement meal or second delivery that Hotspot arranges is a new Order at your expense unless the Restaurant or Delivery Provider bears its cost. A credit of an amount you prepaid is refunded to the original payment method on request. Other credits are applied against future invoices, have no cash value, are not transferable, and expire 12 months after issue unless applied.

11.4 Cooperation. To obtain a credit from a Restaurant or Delivery Provider, Hotspot may need photos of the Order, packaging and labels, a count of missing or incorrect items, and the name of the person who received the delivery. Provide them when asked and keep the food and packaging until Hotspot tells you they are no longer needed.

11.5 The provider decides. Except for an Order that is not delivered or is unusable in its entirety (Section 11.3), whether a problem earns a credit is decided by the Restaurant or Delivery Provider, and Hotspot credits what it receives. Hotspot does not itself credit for: taste or portion preferences; reasonable substitutions (Section 5.5); the arrival time of a delivery that is complete and usable (Section 9.2); delays or failures caused by information you provided or by conditions at the Delivery Location; or food that was delivered as ordered but not served promptly or stored properly after drop-off.

12. Client Responsibilities and Representations

12.1 You represent and agree that: (a) you are an organization or a person ordering on behalf of an organization or a group, or you are an individual ordering for yourself or for other individuals and acknowledge that Section 12.3 applies; (b) your Authorized Contacts have the authority described in Section 1; (c) the information you give Hotspot is accurate and complete; (d) you will pay for all Orders placed by your Authorized Contacts; (e) you will comply with venue rules, applicable law and any rules of your institution or governing body relating to meals, including rules on amateur-athlete benefits where applicable; (f) you will not resell food obtained through Hotspot; (g) you will use the Services only for lawful purposes; (h) you will not order alcohol through Hotspot; and (i) you will give your Group Members the notice described in Section 10.4.

12.2 Institutional rules. Where the Client is an athletic program, team or educational institution, the Client is responsible for determining that meals ordered through Hotspot comply with the rules of its conference, association and institution, including any rules on who may receive meals and in what circumstances. Hotspot does not monitor compliance with those rules.

12.3 Individual and consumer Clients. Where the Client is an individual ordering for themselves or for one or more other individuals rather than for an organization (for example, a parent paying for their child's meals at a camp, or a person paying for a friend or teammate): (a) nothing in these Terms limits any right that applicable consumer protection law does not allow to be limited or waived; (b) Section 19.3 applies under the AAA Consumer Arbitration Rules rather than the Commercial Rules, Hotspot will pay all arbitration filing, administrative and arbitrator fees beyond the consumer filing fee, the hearing will be held in the county where the Client lives or by video conference, and the small-claims and opt-out rights in Section 19 apply, and any court proceeding permitted by Section 19 may be brought in the county where the Client lives; (c) Sections 15, 16 and 17 apply to the extent permitted by consumer protection law; (d) where the law of the Client's state requires an all-in price for consumers, no processing charge under Section 6.9 is shown separately and the Order Total is the total price; and (e) a parent or guardian who orders for their own minor child gives, by placing the Order, the consent described in Section 10.6.

13. Arranged Services: Hotels, Transportation and Other Vendors

13.1 Referral and arrangement only. On request, Hotspot may help you find and arrange hotel accommodations, ground transportation, venues or other services from third-party vendors ("Arranged Services"). For Arranged Services, you contract directly with the vendor on the vendor's terms, you pay the vendor directly unless Hotspot agrees in writing to invoice on the vendor's behalf, and the vendor alone is responsible for performing the service.

13.2 Compensation from vendors. You acknowledge and agree that Hotspot may receive a commission, referral fee, rebate or similar compensation from the vendor for Arranged Services, in addition to or instead of a fee from you, and that Hotspot's receipt of such compensation does not make Hotspot a party to your contract with the vendor or responsible for its performance.

13.3 No liability for vendors. Hotspot is not responsible for the acts, omissions, pricing, cancellation terms, availability or safety of any vendor of Arranged Services. Any claim relating to Arranged Services is between you and the vendor. Hotspot will assist you in presenting a complaint to the vendor on request. To the fullest extent permitted by law, Hotspot's total liability relating to any Arranged Service will not exceed the compensation Hotspot received for arranging it, or $100 if Hotspot received none.

14. Communications, Platform and Intellectual Property

14.1 Texts and calls. Hotspot coordinates largely by text message and phone. By providing a mobile number for yourself, an Authorized Contact, or a Group Member or parent or guardian you list for order invitations, you consent to receive operational texts and calls about Orders at that number,

including automated messages, and you represent that you have authority to give that consent for the number provided. Message and data rates may apply. Reply STOP to opt out of texts; doing so may limit Hotspot's ability to coordinate deliveries. Calls between you and Hotspot may be recorded for accuracy of Orders and training, where permitted by law and with any notice the law requires; by continuing a call after notice, you consent to the recording, and you will tell any Authorized Contact who uses Hotspot's phone line that calls may be recorded.

14.2 Website and platform. The Hotspot website and any online ordering tools Hotspot provides are made available for use under these Terms. You receive a limited, revocable, non-exclusive right to use them to learn about and order the Services. You will not copy, scrape, frame, reverse engineer, probe or interfere with them, use automated tools to access them, or use them to build a competing service. Website content is provided for general information, may change without notice, and is not an offer; an Order exists only when it is scheduled under Section 5.1. Hotspot may change, restrict or discontinue the website or any tool at any time. Links to third-party sites are provided for convenience and Hotspot is not responsible for their content.

14.3 Intellectual property. Hotspot's name, marks, platform, documents, pricing, vendor relationships, processes and content are Hotspot's property or licensed to it. You will not use Hotspot's name or marks without written permission. Where the Client is an organization, Hotspot may identify it by name and logo as a client in its marketing unless you tell us in writing not to.

14.4 Written record controls. Hotspot acts on instructions from Authorized Contacts given in writing (text message, email, web form or platform entry) or by phone. A phone instruction is effective when Hotspot confirms it in writing or acts on it, and the record of it is Hotspot's written confirmation, the call recording where calls are recorded, or Hotspot's note of the call. Restaurants and Delivery Providers often communicate with Hotspot by phone. Hotspot records what it is told, by whom and when, and relays it to you. A statement a Restaurant makes about its food, ingredients, preparation or allergen handling is the Restaurant's statement: Hotspot relays it as received, does not adopt it, and does not represent that it is accurate. Hotspot's records of texts, emails, call logs, notes of phone conversations, platform entries and relays are the record of what was said, requested and relayed, and the parties agree those records are admissible as business records.

14.5 Feedback. Suggestions you give Hotspot about the Services may be used by Hotspot without obligation to you.

15. Disclaimers

15.1 EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, HOTSPOT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

15.2 HOTSPOT MAKES NO WARRANTY OR REPRESENTATION ABOUT ANY FOOD, INCLUDING ITS QUALITY, SAFETY, FRESHNESS, INGREDIENTS, ALLERGEN CONTENT, NUTRITIONAL CONTENT, PREPARATION, LABELING, PACKAGING, TEMPERATURE OR COMPLIANCE WITH ANY DIETARY REQUIREMENT; ABOUT ANY RESTAURANT OR DELIVERY PROVIDER; OR ABOUT DELIVERY TIMES. ALL SUCH MATTERS ARE THE RESPONSIBILITY OF THE RESTAURANT OR DELIVERY PROVIDER. ANY WARRANTY CONCERNING FOOD IS MADE, IF AT ALL, BY THE RESTAURANT UNDER APPLICABLE LAW, AND NOTHING IN THESE TERMS LIMITS YOUR RIGHTS AGAINST THE RESTAURANT.

15.3 HOTSPOT DOES NOT GUARANTEE THAT ANY RESTAURANT WILL ACCEPT A TAX EXEMPTION, THAT ANY MENU ITEM WILL BE AVAILABLE, THAT ANY DELIVERY WILL

ARRIVE AT A PARTICULAR MINUTE, OR THAT ANY CREDIT OR REFUND WILL BE OBTAINED FROM A RESTAURANT OR DELIVERY PROVIDER.

16. Limitation of Liability

16.1 TO THE FULLEST EXTENT PERMITTED BY LAW, HOTSPOT AND ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND CONTRACTORS WILL NOT BE LIABLE TO THE CLIENT OR ANY GROUP MEMBER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST REVENUE, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF GOODWILL, COST OF SUBSTITUTE SERVICES, OR COSTS OF AN EVENT, TRIP, GAME OR ACTIVITY AFFECTED BY A PROBLEM WITH AN ORDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 TO THE FULLEST EXTENT PERMITTED BY LAW, HOTSPOT'S TOTAL LIABILITY TO THE CLIENT AND ALL GROUP MEMBERS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO AN ORDER, THE SERVICES OR THESE TERMS, UNDER ANY THEORY, WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO HOTSPOT FOR THE ORDER THAT GAVE RISE TO THE CLAIM.

16.3 Exceptions. Sections 16.1 and 16.2 do not limit liability that cannot be limited under applicable law, including liability for Hotspot's own gross negligence, willful misconduct or fraud, and do not limit the Client's payment obligations or the Client's indemnity obligations under Section 17.1.

16.4 Basis of the bargain. Hotspot's pricing reflects this allocation of risk. Hotspot would not provide the Services at that pricing without these limitations.

16.5 Claims against providers preserved. Nothing in these Terms limits any right the Client or a Group Member may have against a Restaurant, Delivery Provider or vendor. Hotspot will reasonably cooperate, including by providing Order records, in the Client's pursuit of such a claim. As between the parties, claims arising from food are to be directed to the Restaurant and its insurers, and claims arising from a Delivery Provider's conduct to that Delivery Provider and its insurers, before any claim is made against Hotspot.

17. Indemnification

17.1 By the Client. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CLIENT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HOTSPOT AND ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (A) ANY CLAIM BY OR ON BEHALF OF A GROUP MEMBER, OR A GROUP MEMBER'S PARENT, GUARDIAN OR ESTATE, RELATING TO AN ORDER OR AN ARRANGED SERVICE, INCLUDING CLAIMS RELATING TO ALLERGIES, DIETARY NEEDS, ILLNESS OR INJURY, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY HOTSPOT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) INACCURATE, INCOMPLETE OR LATE INFORMATION PROVIDED BY THE CLIENT OR ITS AUTHORIZED CONTACTS, INCLUDING DIETARY AND ALLERGEN INFORMATION, HEADCOUNTS, TIMES AND DELIVERY LOCATIONS; (C) THE CLIENT'S FAILURE TO SUPERVISE GROUP MEMBERS OR TO HANDLE, STORE OR SERVE FOOD AFTER DELIVERY; (D) CONDITIONS AT, OR ACCESS TO, THE DELIVERY LOCATION; (E) THE CLIENT'S VIOLATION OF LAW, VENUE RULES OR INSTITUTIONAL RULES; (F) ANY CLAIM THAT AN AUTHORIZED CONTACT LACKED AUTHORITY; (G) THE CLIENT'S BREACH OF THESE TERMS; (H) ANY CLAIM BY A DELIVERY PROVIDER ARISING FROM CONDITIONS AT, OR THE CONDUCT OF PERSONS AT, THE DELIVERY LOCATION; AND (I) THE CLIENT'S PROVISION OF PERSONAL INFORMATION IT HAD NO RIGHT TO SHARE. THIS INDEMNITY IS INTENDED TO APPLY, AND DOES APPLY, TO CLAIMS ALLEGING HOTSPOT'S OWN

NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), AND THE CLIENT ACKNOWLEDGES THAT THIS ALLOCATION IS CONSPICUOUS AND SPECIFICALLY ACCEPTED.

17.2 By Hotspot. Hotspot will defend, indemnify and hold harmless the Client from third-party claims to the extent finally determined to have been caused by Hotspot's gross negligence or willful misconduct in performing the Services.

17.3 Procedure. The indemnified party will give prompt written notice of a claim, allow the indemnifying party to control the defense and settlement (provided no settlement imposes obligations on the indemnified party without its consent), and cooperate reasonably at the indemnifying party's expense.

17.4 Public entities. If the Client is a public institution or agency that is prohibited by its state's constitution or statutes from agreeing to indemnify, Section 17.1 applies only to the extent permitted by that law, and the Client remains responsible for its own negligence and for the acts of its employees and agents to the extent provided by law.

18. Confidentiality and Privacy

18.1 Confidential information. Each party will keep confidential the other's non-public business information learned through the relationship, including Hotspot's pricing, vendor terms and processes and the Client's schedules, rosters, travel plans and Group Member information, and will use it only to perform under these Terms. Travel, lodging, site and schedule details are treated as confidential and shared only with the providers who need them for an Order.

18.2 Personal information. Hotspot's handling of personal information is governed by its Privacy Policy at hotspotevents.com/privacy. The Client is responsible for having the right to share any personal information it provides, including Group Members' names, contact details and dietary information, and for complying with laws that apply to it, including student-privacy laws where applicable.

18.3 Records. Hotspot keeps Order records, including dietary relays and delivery confirmations, for its business and legal purposes and will provide copies relating to your Orders on reasonable request.

19. Governing Law and Dispute Resolution

19.1 Governing law. These Terms and any dispute arising out of or relating to them or the Services are governed by the laws of the State of Texas, without regard to its conflict-of-laws rules, and by the Federal Arbitration Act as to Section 19.3.

19.2 Talk to us first. Before starting any proceeding, the party with a dispute will send written notice describing it to the other party (for Hotspot, to orders@hotspotevents.com and the address in Section 21.6), and the parties will try in good faith to resolve it for 30 days. The period in Section 19.9 is tolled while this 30-day period runs.

19.3 Arbitration. ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN THE CLIENT AND HOTSPOT ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES OR ANY ORDER, INCLUDING ITS FORMATION, INTERPRETATION, BREACH OR TERMINATION, AND INCLUDING CLAIMS BY OR RELATING TO GROUP MEMBERS TO THE EXTENT THE CLIENT ASSERTS THEM, WILL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION WILL BE CONDUCTED BY A SINGLE ARBITRATOR IN DALLAS COUNTY, TEXAS, OR BY VIDEO CONFERENCE IF THE PARTIES AGREE. THE ARBITRATOR MAY AWARD ANY RELIEF A COURT COULD AWARD TO THE INDIVIDUAL PARTY, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT

JURISDICTION. EITHER PARTY MAY INSTEAD BRING AN INDIVIDUAL CLAIM IN SMALL CLAIMS COURT WHERE THE CLAIM QUALIFIES, AND EITHER PARTY MAY SEEK TEMPORARY INJUNCTIVE RELIEF IN COURT TO PROTECT INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION PENDING ARBITRATION.

19.4 Class waiver. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE CLIENT OR PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. IF THIS SECTION 19.4 IS FOUND UNENFORCEABLE AS TO A CLAIM, THAT CLAIM WILL BE DECIDED BY A COURT IN DALLAS COUNTY, TEXAS, AND THE PARTIES WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

19.5 Opt-out. The Client may opt out of Sections 19.3 and 19.4 by emailing orders@hotspotevents.com with the subject line "Arbitration Opt-Out" and the Client's legal name within 30 days after its first Order under these Terms. Opting out does not affect any other provision, including Sections 19.1, 19.7 and 19.9.

19.6 Costs. Each party bears its own attorneys' fees and costs, except that the arbitrator may award fees and costs to the prevailing party where permitted by law or these Terms, and Hotspot may recover collection costs under Section 7.3.

19.7 Venue for court matters. Any court proceeding permitted by this Section will be brought exclusively in the state or federal courts located in Dallas County, Texas, and the parties consent to their jurisdiction.

19.8 Public entities. If the Client is a public institution or agency that is prohibited by law from agreeing to arbitration, out-of-state governing law or venue, the corresponding provisions of this Section apply only to the extent permitted by that law, and disputes will otherwise be resolved in the courts and under the law required for that Client, with the remainder of these Terms unaffected. The same applies to the late charge and collection costs in Section 7.3 and the time limit in Section 19.9.

19.9 Time limit. Any claim against Hotspot must be brought within two years after the scheduled date of the Order to which it relates or, for Arranged Services, the date of the service. This period is the shortest permitted for contractual limitation under Texas Civil Practice and Remedies Code Section 16.070.

20. Term, Suspension and Termination

20.1 These Terms apply from your first Order and continue until terminated. Either party may stop doing business with the other at any time on written notice; termination does not affect Orders already scheduled or amounts owed. Hotspot may suspend Services for non-payment, suspected fraud, abusive conduct toward Hotspot staff or Delivery Providers, or breach of these Terms. Sections 3, 6, 7, 10 through 13, 14.4, 15 through 19 and 21 survive termination.

21. General

21.1 Changes to these Terms. Hotspot may update these Terms by posting a new version at hotspotevents.com/terms with a new version number and Effective Date. Updated Terms apply to Orders placed after the Effective Date. Each Order record and invoice identifies the version of these Terms and the Effective Date in effect for that Order; check it against the posted Terms to see whether they have changed. Hotspot may also give notice of material changes by email or text to Authorized Contacts. Continued ordering after an Effective Date is acceptance of the version in effect on the order date.

21.2 Entire agreement; order of precedence. These Terms and the record of each Order under Section 5.1 are the entire agreement between the parties on their subject, and supersede prior

terms, proposals and purchase-order terms. If the Client and Hotspot have signed a Master Services Agreement, it controls over these Terms where they conflict.

21.3 Assignment. You may not assign these Terms without Hotspot's written consent. Hotspot may assign them to an affiliate or a successor to its business.

21.4 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including weather, natural disaster, epidemic, labor disruption, utility or network failure, government action, venue closure or Restaurant or Delivery Provider failure, except that payment obligations and Section 8 are not excused.

21.5 Independent parties. Hotspot acts as the Client's agent only for the limited purposes stated in Section 3. Nothing in these Terms creates a partnership, joint venture, employment or fiduciary relationship beyond that limited agency, and Hotspot is not the agent of any Restaurant or Delivery Provider.

21.6 Notices. Operational matters and legal notices to Hotspot: orders@hotspotevents.com; billing and payment matters: ap@hotspotevents.com; legal notices also mailed to Hotspot LLC, 4206 Buena Vista St, Suite A, Dallas, TX 75205. Notices to the Client: to any email or mobile number of an Authorized Contact on file. Notices are effective when sent to the correct address, or on delivery if mailed.

21.7 Severability; waiver. If any provision is unenforceable, it will be enforced to the extent permitted and the rest of these Terms remain in effect. A party's failure to enforce a provision is not a waiver.

21.8 Electronic agreement and records. The parties agree to do business electronically. Acceptance by the means in Section 1.1, including a reply text or email, a click, a submission through the Hotspot platform or a web form, an order placed by phone as recorded in Hotspot's call recording or note, or payment of an invoice, is a valid signature and agreement under the U.S. E-SIGN Act, the Texas Uniform Electronic Transactions Act and applicable state law, and neither party will contest the validity of these Terms or an Order record because it was made or kept electronically. You consent to receive invoices, notices and other records electronically at the email addresses and mobile numbers on file; you may request a paper copy, or withdraw this consent, by writing to orders@hotspotevents.com, and withdrawing it may end Hotspot's ability to provide the Services. Hotspot's records of acceptance, Orders, relays and deliveries are admissible as business records.

21.9 No third-party beneficiaries. These Terms are for the benefit of the Client and Hotspot only, except that the persons named in Sections 16.1 and 17.1 may rely on and enforce those Sections. No Group Member, parent, guardian, Restaurant, Delivery Provider or other person has any right under them.

21.10 Headings; interpretation. Headings are for convenience. "Including" means "including without limitation." These Terms were drafted for commercial and institutional Clients and will not be construed against either party as drafter.

22. Contact

Hotspot LLC · orders@hotspotevents.com · ap@hotspotevents.com (billing) · (214) 271-4414 · 4206 Buena Vista St, Suite A, Dallas, TX 75205

Hotspot Client Terms of Service v1.1, effective November 3, 2026. Replaces v1.0 (effective November 1, 2026). Prior website terms are superseded.