

Second Guest

Service Description

For:

- Waiter™ – Customized Package
- Waiter™ – Pay Go Package

Effective: July 27, 2020

The information contained in this Service Description is subject to periodic revision and customers are advised to check that no later version is available.

Use of our Waiter™ Services is subject to these Supplemental Terms in addition to the Master Services Terms of Use. By using Waiter™ Services in any manner, you agree that you are bound by these Supplemental Terms in addition to the Master Services Terms of Use. These Supplemental Terms form a part of, and are hereby incorporated into, our Master Services Terms of Use by this reference. Capitalized terms used in this Service Description and not otherwise defined herein shall have the corresponding meaning set forth in the Master Services Terms of Use.

Second Guest and the Second Guest, SG, the Second Guest device and Waiter™ whether or not appearing with the trademark symbol, are trademarks of Second Guest, Inc.

1. Overview

Second Guest provides, amongst other services, telephony and SMS messaging based services to its customers. This document includes a service description for the telephony services (inbound and outbound automated voice calls) and short message services (SMS).

2. General

Second Guest provides and uses telephony services from third party telecommunication service providers in its provision of telephony services to its customers.

Second Guest provides multiple options for Customers to purchase telephony services and other associated charges:

- **Packages** with predefined product functionality and bundled calls (pages) and SMS.
- **Overage** - Additional Calls and SMS beyond the included allowance, this is metered and charged on a usage basis.
- **Custom Packages** – A selection of features and functions from one of more off-the-shelf packages as well as potentially a customised quantity of bundled calls and or SMS.

2.1. Users

“Users” are individuals who are communicating with each other through the Second Guest platform. A User may be a host or hostess in a restaurant communicating with another User who happens to be a guest (or prospective diner) visiting the restaurant who has been added to the wait list and then notified when their table is ready.

The same applies for other hospitality industries where the Second Guest platform is used. A User is still considered a User even after they have consumed the services they had reserved as the communication will then likely continue to be used for subsequent marketing and/or survey communications.

A User may never have been added to a wait list and may have instead had their data imported or added to the Second Guest platform by the Customer for the purposes of surveys and/or marketing or other possible applications of the platform.

2.2. Guests

“Guests” are Users who are counted each and every time they’re added to a waitlist for an applicable Reservation Location, such Guests may be added multiple times at the same time within a Customer Account be it at the same or different Reservation Locations with each such addition to a waitlist counted separately.

There may be an inclusive allowance (maximum quantity) of Guests per calendar month associated with the relevant Package bundle, as detailed on the Order. A period of sustained deviation above this inclusive allowance may at the Supplier’s sole discretion result in the Supplier needing to either; increase the Package price, or introduce additional Fees (i.e. for Guests not falling within a relevant Package bundle), or some combination of these remedies. Any such action will be proportional to the percentage of additional Guests beyond the inclusive allowance of Guests per calendar month.

Customer will be able to operate the platform for; (1) Guests who do not provide a cell phone number when they are added to the waitlist; (2) Guests who are provided with a traditional radio pager / buzzer but tracked via the waitlist; at all applicable Reservation Locations for which the Customer has requested such functionality be activated, such Guests will not be expected to consume any allowance of SG-Calls or SMS.

2.3. Type of Calls and SMS

For any Packages or Custom Packages, as well as for Overage, the location(s) where the Customer accesses the Second Guest platform from are relevant. Location is defined as the country that the User accessing the platform operates from.

There are two (2) types of telephone calls and SMS message that the platform can make or receive. Thus, there are two (2) types of SG-Calls and SMS with the following definitions:

“**Domestic**” Includes all inbound and outbound calls or SMS received or placed by Users within the geographical country borders of the country that the User operates from whereby the User is not currently roaming and their mobile phone or cell phone is registered on their home network. It includes calls and SMS to and from landlines as well as calls and SMS to and from mobile or cell phones within the country. The country code of the User’s phone number will in most cases match that of the country whose borders they are located in.

“**International**” Includes all inbound and outbound calls received or placed by Users across geographic country borders to or from the country that the User operates from. This applies to all countries independently. A User is considered to operate from the country where their mobile

phone or cell phone is registered and where their home network provider is located. They may be roaming and their mobile phone or cell phone may therefore be registered on a provider in the country other than where their home network is located, a call or SMS to or from this number will still be deemed an international call.

Notes: Any calls or SMS to or from premium rate numbers and all rates for any premium calls or SMS are excluded from Base, Additional Packages and Overage. Second Guest will attempt to block registration of such numbers on the platform and will further make efforts to block any calls or SMS to such numbers. See the Number Validation section below for more detail on this.

2.4. Blocked Countries and Services

Second Guest has identified countries that are; embargoed; or uneconomical at this time due to the cost of meeting local regulations; or there's an increased risk of telecommunications fraud. As such, Second Guest has taken the decision to place an automatic block on connections to these countries. The list of blocked countries and services includes:

- Afghanistan
- Albania
- Algeria
- Andorra
- Angola
- Anguilla
- Antigua
- Armenia
- Ascension Island
- Azerbaijan
- Barbados
- Belarus
- Benin
- Bhutan
- Bosnia and Herzegovina
- Botswana
- British Virgin Islands
- Brunei
- Burkina Faso
- Burundi
- Cambodia
- Cameroon
- Canada*
- Cape Verde
- Central African Republic
- Chad
- Commonwealth of Dominica
- Cook Islands
- Crimea
- Cuba
- Gabon
- Gambia
- Ghana
- Global Mobile Satellite System
- Grenada
- Guam
- Guinea-Bissau
- Haiti
- Inmarsat
- Iran
- Ivory Coast
- Jamaica
- Kenya
- Kiribati
- Kyrgyzstan
- Lesotho
- Liberia
- Libya
- Liechtenstein
- Madagascar
- Malawi
- Maldives
- Mali
- Marshall Islands
- Mauritania
- Mauritius
- Micronesia
- Montenegro
- Montserrat
- Morocco
- Mozambique
- Reunion / Mayotte
- Rwanda
- Saint Helena
- Saint Pierre and Miquelon
- Saint Vincent
- Samoa
- San Marino
- São Tomé and Príncipe
- Senegal
- Serbia
- Seychelles
- Sierra Leone
- Singapore
- Solomon Islands
- Somalia
- South Sudan
- Sudan
- Suriname
- Swaziland
- Syria
- Taiwan
- Tajikistan
- Tanzania
- Togo
- Tonga
- Trinidad and Tobago
- Turkmenistan
- Turks and Caicos
- Uganda

- Democratic Republic of Congo
- East Timor
- Equatorial Guinea
- Eritrea
- Estonia
- Ethiopia
- Faroe Islands
- Fiji
- France
- French Polynesia
- Myanmar
- Namibia
- Nauru
- Nepal
- New Caledonia
- Niger
- North Korea
- Northern Mariana Islands
- Oman
- Palau
- Papua New Guinea
- United Arab Emirates
- United States*
- Uzbekistan
- Vanuatu
- Vatican City
- Wallis and Futuna
- Yemen
- Zambia
- Zimbabwe

Important Notes:

*The United States and Canada are only barred for certain Waiter™ Silver & Gold package functionality, and potentially some customized package functionality. The core wait list and paging functionality as provided in Waiter™ Bronze packages is not barred.

2.5. Telephone Numbers

Customer acknowledges and agrees that its use of the Services or any of the telephone numbers that Second Guest may provide in connection with use of the Services do not grant Customer any ownership or other rights in the telephone number other than the limited, revocable use rights expressly set forth in this Agreement. Customer does not have the right to use those telephone numbers indefinitely. Customer acknowledges and agrees that telephone numbers which Second Guest provisions may be reclaimed by Second Guest or the applicable supplier from time to time during the Term, and may be re-assigned to other customers after the Term. Second Guest reserves the right to reclaim any phone number from Customer’s Account if Customer does not send sufficient traffic over that phone number such that the phone number is unutilized or underutilized, as defined by any local, federal, and/or national regulatory agency and/or governmental organization with oversight over the relevant phone number and numbering plan. If Second Guest seeks to reclaim a phone number from Customer’s Account, excluding suspended, terminated, and trial accounts, Second Guest will provide at least two (2) weeks’ advance notice via email where possible within commercial reason, except where Second Guest is prevented from doing so by the applicable regulatory agency or governmental organization. Second Guest also reserves the right to reclaim phone numbers from accounts suspended for failure to pay and/or suspended for suspected fraud. Customer may not transfer or assign the telephone numbers Second Guest provides to Customer unless otherwise mutually agreed by the Parties in writing.

2.6. Number Validation

When a phone number is captured on the Second Guest platform we will make reasonable efforts to validate the phone number which may include relaying the phone number only to Third Party Information Sources for further checks aimed at combating fraud and identifying premium rate numbers. These Services use proprietary algorithms designed to reduce time to market by using one API that connects to multiple data sources, and to increase the accuracy of information provided to you by consolidating information received from multiple portability, telecommunications, and other databases. These Services inherently rely upon data derived from third party and public sources that

are not under our control. Although our proprietary algorithm is designed to detect conflicts in and increase the accuracy of reported information, we do not verify or evaluate each piece of data, and neither we nor our suppliers make any guarantees or warranties, express or implied, about any of the information offered or provided, including, without limitation, warranties relating to accuracy, availability, or results of use. We also have no control over and accept no liability in connection with the telephone numbers submitted for verification purposes to our platform. We prohibit use of our services to impersonate others and for other fraudulent purposes (see our Acceptable Use Policy) but we do not accept responsibility for third party actions.

Any personally identifiable information that we obtain whilst performing number validation is subject to our Privacy Policy. We need to provide the telephone number and related information you submit to these Services to various third party database providers in connection with performing the Services. In addition, depending on the relevant jurisdictions, we may obtain and disclose to our requesting users the information obtained from such third party and publicly available databases, which may include, without limitation, a telephone number's validity, type (e.g., mobile/cell, landline, etc.), corresponding device status (e.g. whether or not it is currently available for messaging), roaming status, carrier, country of location, and whether or not the number has been ported. You must have and abide by an appropriate privacy policy with your users (including, without limitation, the provider of any telephone number you submit to us in connection with these Services), and you shall comply with all applicable laws, policies, and regulations relating to all of the foregoing information relevant to these Services. You shall not resell or otherwise disclose any information obtained by us through these Services to any third party. Your privacy policy must disclose the use of our Services and how personal information is treated in compliance with all applicable laws, rules and regulations. You acknowledge and agree that you shall not submit any personally identifiable information to us that is owned by any person who has not agreed to the treatment of such information as set forth in our Privacy Policy, and you shall be solely responsible for any non-compliance with these Supplemental Terms.

2.7. Additional Products

Second Guest offers Customers the flexibility to select from separately or individually licensed features as may be required by the Customer on a per Reservation Location basis (the "Additional Products"). Such Additional Products are described further on the Site and in the Documentation.

3. Telephony services

3.1. SG-Calls

Within a Customer Account, calls are calculated when an inbound or outbound call is connected to the Second Guest platform "SG-Call". The number of SG-Call's are calculated as follows:

- 1) For an **inbound call** this is the leg between the caller placing the call to a telephone number assigned to the Customer Account on the Second Guest platform. This leg is comprised of:
 - a) the application (e.g. IVR menus), and/or
 - b) queue, and/or
 - c) the caller speaking to a User (defined below) including transfers and holds, and/or
 - d) the caller completing a survey.

- 2) For an **outbound call** this is the leg between the User placing an outbound call via selecting the Page via Call option and the Second Guest platform (also known as the egress leg from the platform to User). A call will be charged if the platform connects to the called party or a voicemail system or, if there is ring-no-answer and the platform eventually disconnects the outbound call.

3.2. Fair Use Policy

SG-Calls are subject to a fair use policy, this is because we have decided to meter a call itself, rather than the duration of that call. We anticipate that your average call duration for the purposes of phone call based page notifications will be 17 seconds, a period of sustained deviation above this may at the Supplier's sole discretion result in the Supplier needing to either; redefine the quantity of such phone call based pages included in your Package (thereby converting your Package to a customized Package if not already), or to increase the price of your Package.

Important Notes:

- 1) All SG-Call's used, whether purchased on an Overage basis, or as part of Packages or Additional Packages are counted as an SG-Call
- 2) All purchased SG-Call's from any of the packages described herein are not accumulated (pooled) into a Second Guest account-wide allowance of calls and are instead metered on a per Reservation Location basis.
- 3) Any unused, remaining SG-Call's at the end of each month will expire and will not therefore carry-over to the following month.

4. SMS Messaging Based Services

Second Guest provides and uses messaging services from third party messaging service providers in its provision of Short Message Services (SMS) services to its customers. It enables customers to dynamically send SMS messages including a "From" field, one or more destination phone numbers, the destination country, and the text message itself.

4.1. Multi-part SMS Messages

Depending on the number of characters in the text message, Second Guest may send the SMS in multiple parts. Each part can contain up to 160 characters although the exact number of characters depends on the alphabet being used in the message. The parts are reassembled into a single SMS message on the recipient's handset (mobile or cell phone).

Each part of the message is charged as one SMS message.

Important Notes:

- 1) All purchased SMS from any of the packages described herein are not accumulated (pooled) into a Second Guest account-wide allowance of calls and are instead metered on a per Reservation Location basis.
- 2) Any unused, remaining SMS at the end of each month will expire and will not therefore carry-over to the following month.

5. Packages

Packages are available to purchase as follows:

1. Waiter™ – Custom;
 - a. Packages with Allowances which are designated for either Domestic or International use.
 - b. Customer can select their Allowances, subject to minimum Fees as may be applicable, when placing an Order.
 - c. Customer can determine their preferred Additional Products, subject to minimum Fees as may be applicable, when placing an Order.
2. Waiter™ – Pay Go;
 - a. This Package shall have the attributes defined in Section 6, titled Pay Go.

Note: Once a Customer decides on a Package they will remain on this Package for the duration of the current Initial Term, or Subsequent Term. A Customer may operate different Reservation Locations on different Packages thereby buying a mixture of Packages.

6. Pay Go

“Pay Go” means all attributes, taken together, as set out in this Section 6.

6.1. Pay as you go with no Allowances or Overage

Both Allowances and Overage, are not applicable to each Reservation Location operating on a Pay Go basis.

As such Guests and telephony traffic (SG-Calls or SMS, and whether Domestic or International) will instead be metered and charged on a usage basis.

The Customer can not apply unused Allowances from another Package to Reservation Locations operating on a Pay Go basis.

6.2. Eligibility

In order to be eligible for Pay Go the Customer must be domiciled in either the United States or Canada. The Customer must notify the Supplier (email confirmation by each Party shall be sufficient) of each applicable Reservation Location within the applicable Customer Account that the Customer wishes to participate in Pay Go, the Supplier will then set the Reservation Locations license accordingly. When a newly created Reservation Location within a Customer Account defaults to participating in Pay Go no such notice is required.

Pay Go is only available via an Online Order, with each purchase of Account Credit constituting such and all payments to be made at the time of the Online Order and only via paypal (using either a credit card, debit card or paypal account). For the avoidance of doubt; no other methods of payment, besides paypal, are acceptable for applicable Online Orders or Pay Go Fees.

6.3. Account Credit and Charging

Customer must purchase prepaid Account credit in advance. All Pay Go Fees will be deducted from the Customer Account credit balance either at; the time incurred; or they become due; or shortly thereafter. Any Pay Go Fees charged and paid are non-refundable.

Account credit purchased is non-refundable. Any unused Account credit will expire 6 months after purchase with no refund due, unless otherwise stated on; the Order; or the Pay Go Rate Card; or the Plan – as may be applicable.

Without prejudice to any other right or remedy that it may have, If the Customer Account does maintain a positive credit balance, the Supplier may suspend all Services until payment has been made in full. Customer is responsible for monitoring their Account credit balance and making further purchases of Account credit as necessary in order to ensure continued Service.

6.4. Invoicing

The Supplier will not send the Customer invoices. Instead the Customer will receive a paypal receipt directly from paypal for each purchase of Account credit. Invoices will be automatically generated and made available for download via the Site on the first (1st) day of each calendar month. Each such invoice will cover any applicable charges incurred during the previous calendar month.

6.5. Pay Go Fees

“Pay Go Fees” means all such charges for Subscription Services as applicable to each Reservation Location operating on a Pay Go basis which will incur fees that may include:

- 1) A base recurring fee per calendar month, applicable based upon the Subscription Services purchased and irrespective of actual usage. Any such fees will be calculated and chargeable upon the first (1st) day of the applicable calendar month, except for the initial calendar month in which such fees are applicable when they'll be charged immediately on a pro-rated basis (to cover the remaining days in the applicable calendar month).
- 2) A recurring fee per Additional Product per calendar month, applicable based upon the Subscription Services purchased and irrespective of actual usage. Any such fees will be calculated and chargeable upon the first (1st) day of the applicable calendar month, except for the initial calendar month in which such fees are applicable when they'll be charged immediately on a pro-rated basis (to cover the remaining days in the applicable calendar month).
- 3) A usage fee for each Guest, SG-Call (whether Domestic or International) and SMS (whether Domestic or International).
- 4) A percentage uplift applied to all usage fees for Guests, SG-Calls and SMS for each Customer selected Additional Product charged for on a percentage uplift basis, irrespective of whether such Additional Product is; actively used; or not actively used; or used by a given Guest; or used by a given User.

All such Pay Go Fees will be charged at the rates set out in the Pay Go Rate Card. Supplier reserves the right to change the Pay Go Rate Card from time to time. Customer's continued use of the Services after a price change becomes effective constitutes Customer's agreement to pay the changed amount.

The Supplier may from time to time offer more favorable rates than those set out in the Pay Go Rate Card for some or all elements of the Pay Go Fees as applicable (each such offer is a “Plan”). A Plan may have its own qualification criteria, for example a requirement for larger purchases of Customer Account credit. A Customer Account can only have one (1) active Plan at a time, or be subject to the Pay Go Rate Card, with the selection of a new Plan causing the immediate expiration of any Plan that may have been active until such time. A Plan may provide a percentage discount to the Pay Go Rate Card, in this scenario the Plan will continue to inherit any applicable price changes made to the Pay Go Rate Card. Each Plan will be time limited and upon expiration of a Plan all such Pay Go Fees will immediately; revert to being charged at the Pay Go Rate Card; or being charged at the rates applicable to a newly selected Plan if such selection caused the expiration of the prior Plan (for example: when a Customer has an active Plan and is eligible to switch to another Plan and elects to do so leading to the premature expiration of the prior Plan). Customer’s continued use of the Services (as applicable) after a price change becomes effective constitutes Customer’s agreement to pay the changed amount.

Supplier may offer the Customer a Plan via email, with Customers confirmation of acceptance via reply to the same email deemed sufficient for the Supplier to proceed with activation of the Plan.

Supplier may offer the Customer a Plan via the Site, with Customers confirmation of acceptance also to be given via the Site, followed by activation of the Plan.

6.6. Termination

In the event of termination any unused prepaid Account credit will expire on the last day of such Subsequent Term with no refund due.

6.7. Additional Products for Pay Go Reservation Locations

The predefined default product functionality for Reservation Locations operating on a Pay Go basis does not include any Additional Products. Instead the Customer must notify the Supplier (email confirmation by each Party shall be sufficient) of each required Additional Product to be either added or removed to each applicable Reservation Location within the Customer Account, the Supplier will then set the Reservation Locations license accordingly, the effect of which may immediately impact the calculation and charging of Pay Go Fees.