

# Guest terms & conditions

Date of version: 2023-06-01

Waitwhile offers a waitlist management platform for Businesses to efficiently manage Guest wait time. The platform allows Businesses and Guests to communicate through a variety of notification methods and other functional features.

These Guest Terms of Use (“Agreement”) establish the legally binding terms governing your use of our Services. By accessing or using the Queue Services, you are accepting this Agreement, and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement. If you disagree with any provisions of this Agreement, do not access or use the Services. You must be at least 18 years old to access or use the Services, unless you have obtained consent from a parent or legal guardian. Under no circumstances may you access the Services if you are under the age of 13.

- 1. Processing of Personal Data.** By using the Services, you consent to Waitwhile’s collection, use, processing, and disclosure of your personal data as described in the Privacy Policy located at <https://waitwhile.com/privacy/>, as may be updated from time to time (“Privacy Policy”). Our Privacy Policy explains how we collect, use, and disclose Guest information. You have the right to access, rectify, erase, restrict processing, object to processing, and transfer your personal data, as well as the right to file a complaint with a supervisory authority. We process your personal data based on your consent and upon the request of the business where you are queuing (“Business”). This allows you to join the queue at any of our customers who have purchased our services to enhance their queuing system.
- 2. Communication Consent** By using the Service, you, as a Guest, consent to receive personalized communications from Businesses via email, SMS messaging, or app notifications regarding your wait times. You acknowledge that Waitwhile has no involvement, control, or liability for the messages received from the Business. The Business is solely responsible for creating custom messaging for its Guests. Waitwhile has no liability or control over the Business contacting Guests outside of our platform’s messaging Service.
- 3. Consent Withdrawal.** You have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. To withdraw your consent, please contact us at [compliance@waitwhile.com](mailto:compliance@waitwhile.com). If you do not provide consent or withdraw your consent, you will not be able to access or use our Services as a Guest.
- 4. Wait Times.** Although our Services may estimate an approximate wait time, such times are never a guarantee. Waitwhile makes no representations concerning the accuracy of stated wait times.
- 5. Links to other external Sites and Materials.** In the provision of our Service, we might share links leading to third-party website(s) (“Third-Party Sites”), in

addition to content or elements sourced from or belonging to third parties (termed "Third-Party Applications, Software, or Content"). Our Businesses may also incorporate links to their websites or other Third-Party Sites within their listings. These links are supplied as a courtesy to enhance the Guest's experience with our service. However, it's important to clarify that Waitwhile holds no control over these Third-Party Sites, Third-Party Applications, Software, or Content, nor over the promotions, materials, information, goods, or services that these sites and applications present. In choosing to depart from the Waitwhile Site and access these Third-Party Sites, or to utilize or install any Third-Party Applications, Software, or Content, you voluntarily assume all associated risks. Please be aware that once you exit our site, our terms and policies cease to apply. Consequently, we urge you to meticulously review the applicable terms and policies, including those concerning privacy and data collection practices, of any site you navigate to from our site, as well as of any applications you use or install from the site. This careful review aids you in fully understanding your responsibilities when interacting with these external resources.

6. **Governing Law.** This Agreement and your use of the Services will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law rules.
7. **Termination.** Waitwhile reserves the right to terminate or suspend your access to the Services at any time, for any reason, and without notice. Upon termination, you will lose access to the Services.
8. **Disclaimer of Warranties and Limitation of Liability.** The Services are provided "as is" and "as available." Waitwhile makes no representations or warranties regarding the operation of the Services or the information, content, materials, or products included on the Services. Waitwhile will not be liable for any damages of any kind arising from the use of the Services, including direct, indirect, incidental, punitive, and consequential damages.

By using the Services, you acknowledge and agree that you have read, understood, and agreed to the terms and conditions of this Agreement, including the Privacy Policy, and that you consent to be bound by them. If you have any questions about these terms, please contact us at [Legal@waitwhile.com](mailto:Legal@waitwhile.com).