

# strEats – Terms of Service

*Last Updated: March 8th, 2026*

These Terms of Service ("Terms") form a binding agreement between you and strEats LLC (hereinafter "strEats," "we," "us," or "our"), an Illinois limited liability company, governing your access to and use of the strEats mobile application and related services (collectively, the "Services"). By downloading, accessing, or using the Services, you agree to these Terms. If you do not agree, you may not use the Services.

The Services provide a location-based platform for discovering nearby food trucks and vendors ("Vendors"). We source some Vendor information from public sources (e.g., Google, Yelp) and allow Vendors to onboard, claim, edit, or opt-out of listings. Users may leave reviews, ratings, and upload photos. We may create promotional content (e.g., videos visiting food trucks for social media). strEats is a technology platform only – Vendors are independent third parties, not owned, operated, controlled, employed, or endorsed by strEats.

**ZERO TOLERANCE POLICY:** strEats maintains a strict zero-tolerance policy for objectionable content and abusive behavior. Any violation of these Terms – including posting harmful, harassing, defamatory, obscene, or otherwise objectionable content, or engaging in abusive conduct toward other users, Vendors, or strEats personnel – will result in immediate account termination without notice, refund, or liability to strEats.

## 1. Eligibility and Accounts

You must be the age of majority in your jurisdiction to use the Services (no strict minimum enforced, but 18+ recommended). Provide accurate information where required (e.g., phone number for optional verification; name/email voluntary). Create only one account per person. You are responsible for account security and all activity under your account.

We may suspend or terminate accounts at any time, without notice or liability, for any of the following reasons:

- Violations of these Terms, including the Zero Tolerance Policy above
- Fraud, abuse, or misrepresentation
- Posting inaccurate, harmful, or objectionable content
- Abusive conduct toward users, Vendors, or strEats staff
- Any legal or safety concern at our sole discretion

## 2. Service Description and Disclaimers

The Services are provided "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS" without warranties of any kind (express or implied), including accuracy, reliability, merchantability, fitness for purpose, non-infringement, or uninterrupted availability.

### No Verifications or Endorsements

We do not conduct background checks, verify licenses, permits, health/safety compliance, food quality, allergen info, or operations of Vendors. Vendors are solely responsible for complying with all applicable laws (e.g., Illinois Food Service Sanitation Code, California Retail Food Code, FDA regulations, local ordinances). We do not endorse, recommend, or guarantee any Vendor, listing accuracy, food safety/quality/availability, or interactions.

### Scraped/Public Data

Some listings are sourced from public sources (e.g., Google, Yelp). We disclaim accuracy, completeness, or currency; errors and omissions are possible. Vendors may claim, edit, or opt-out of our services via in-app tools or by contacting us – requests will be handled reasonably.

### **User Risks**

Use the Services and interact with Vendors at your own risk. We are not liable for foodborne illness, allergic reactions, injuries, property damage, unlicensed or missing permits, fraud, poor quality, or any Vendor-related harm. Always verify directly with Vendors (e.g., check health scores, inquire about allergens).

### **Promotional Content**

Videos or features we create or collaborate on are informational/promotional only – we assume no control over Vendor practices or liability.

### **Location Data**

Location services rely on device GPS and third-party services (e.g., maps APIs) and may be inaccurate or unavailable.

## **3. User Content (Reviews, Ratings, Photos)**

User Content must be accurate, truthful, non-infringing, lawful, and free of objectionable material. Prohibited content includes, without limitation:

- Fake, misleading, or incentivized reviews
- Spam, harassment, threats, or hate speech
- Defamatory, obscene, or sexually explicit material
- Content that targets, demeans, or abuses any individual or group
- Any content that violates applicable U.S. law

You grant strEats a non-exclusive, royalty-free, worldwide, perpetual license to use, display, modify, and distribute your content in connection with our Services. We may (but have no obligation to) screen, edit, or remove User Content at any time. Under Section 230 of the Communications Decency Act (to the extent applicable), we are not a publisher or speaker of third-party User Content and disclaim liability for it.

Violations of this section are subject to the Zero Tolerance Policy set forth above, including immediate account termination.

## **4. Payments and Fees**

The Services are currently free – no payments or subscriptions are processed. Future Vendor subscriptions (if any) will be announced via in-app notice or updated Terms, with payment details handled by third-party processors.

## **5. Prohibited Conduct**

You agree not to engage in any of the following:

- Violate any applicable law or regulation
- Post fake, misleading, harmful, or objectionable content of any kind
- Harass, threaten, bully, or abuse any user, Vendor, or strEats personnel
- Falsify data, locations, or account information

- Scrape the Services or collect user data without consent
- Reverse-engineer any aspect of the Services
- Engage in any conduct that is abusive, disruptive, or harmful to others or to strEats

Violations are subject to immediate account termination and may be reported to appropriate authorities.

## **6. Indemnification**

You agree to indemnify, defend, and hold harmless strEats, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs (including attorneys' fees) arising from: your use of the Services; your User Content; your interactions with Vendors; your violations of these Terms; or your infringement of any third-party rights.

## **7. Limitation of Liability**

To the fullest extent permitted by law, strEats shall not be liable for indirect, incidental, special, consequential, punitive, or exemplary damages (including personal injury, death, property damage, food-related harm, lost profits, or data loss), even if advised of the possibility of such damages. Our total liability is limited to \$100 or amounts paid by you in the prior 12 months (if any), whichever is greater. These limitations apply regardless of the theory of liability (contract, tort, negligence, or otherwise) and survive termination of these Terms.

## **8. Dispute Resolution**

Any disputes shall be resolved by binding individual arbitration under the American Arbitration Association (AAA) Consumer Rules in DuPage County, Illinois (or your California county for CA claims, or remotely if requested). No class, collective, or representative actions are permitted. A pre-arbitration written notice and 60-day good-faith resolution period is required. Illinois law governs (without conflict-of-law principles), except where California law is mandated for CA claims. Exceptions include small claims court, IP disputes, and certain CA claims as required by law. Failure to pay arbitration fees timely may result in waiver of rights.

## **9. California Privacy Rights (CCPA/CPRA)**

This section applies solely to users who are residents of California and supplements the rest of these Terms. It is intended to comply with the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 (collectively, "CCPA/CPRA").

### **Information We Collect**

We may collect the following categories of personal information: (a) Identifiers, such as name and email address (if voluntarily provided); (b) Phone number (if provided for optional verification); (c) Geolocation data, derived from your device to provide location-based Services; (d) User-generated content, including reviews, ratings, and photos you submit; and (e) Usage data, such as pages viewed, features used, and device/browser information collected automatically.

### **How We Use Your Information**

We use the information collected to provide, maintain, and improve the Services; display nearby Vendor listings based on your location; display your User Content within the Services; communicate with you regarding your account or the Services; and comply with legal obligations. We do not sell your personal information to third parties. We do not share your personal information with third parties for cross-context behavioral advertising.

## **Your California Privacy Rights**

Subject to applicable law, California residents have the right to: (a) Know what personal information we have collected about them, including the categories of information, the purposes for collection, and whether it has been disclosed or sold; (b) Access a copy of the specific personal information we have collected about them in the prior 12 months; (c) Request deletion of their personal information, subject to certain exceptions (e.g., where retention is required by law or to complete a transaction); (d) Correct inaccurate personal information we hold about them; (e) Opt out of the sale or sharing of personal information (we do not currently sell or share personal information); (f) Non-discrimination for exercising any of these rights – we will not deny Services, charge different prices, or provide a different level of quality based on your exercise of privacy rights.

### **How to Submit a Privacy Request**

To exercise any of the rights described above, please submit a verifiable consumer request to support@streats.live with the subject line “California Privacy Request.” We will respond within 45 days of receipt, or notify you if an extension (up to an additional 45 days) is required. You may designate an authorized agent to submit requests on your behalf; we may require written proof of authorization. We will not discriminate against you for exercising your rights.

### **Shine the Light (Cal. Civ. Code § 1798.83)**

California residents may request, once per calendar year, information about any personal information we have shared with third parties for their own direct marketing purposes during the prior calendar year. We do not currently share personal information with third parties for direct marketing purposes. If this practice changes, we will update this section and provide a mechanism to make such requests.

### **Minors (Cal. Bus. & Prof. Code § 22581)**

California residents under the age of 18 who are registered users of the Services may request removal of content or information they have publicly posted. To request removal, contact us at support@streats.live. We will make reasonable good-faith efforts to remove the content, though removal may not be complete or comprehensive in all circumstances (e.g., if content has been re-posted by a third party).

## **10. Illinois Privacy Rights and Consumer Protections**

This section applies to Illinois residents and is intended to address compliance with Illinois consumer protection law, including the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505) (“ICFA”) and applicable data privacy obligations.

### **Illinois Consumer Fraud Act**

strEats does not engage in unfair or deceptive acts or practices in the conduct of trade or commerce. The Services, listings, and Vendor information are provided for informational purposes only. We make no representations that any Vendor listing is current, accurate, or complete. Users are encouraged to independently verify Vendor information, including hours of operation, location, permits, and menu availability, before visiting or purchasing from any Vendor. Nothing in these Terms is intended to waive any rights that Illinois consumers may have under the ICFA that cannot be waived by contract.

### **Illinois Personal Information Protection Act (815 ILCS 530)**

In the event of a security breach that compromises the personal information of Illinois residents (including name combined with email, phone number, or other identifying data), strEats will provide notice to affected users in the most expedient time possible and without unreasonable

delay, consistent with the requirements of the Illinois Personal Information Protection Act (“PIPA”). Notice will be provided via email (where available) or conspicuous in-app notification. We maintain reasonable security measures designed to protect your personal information from unauthorized access, disclosure, or destruction.

### **Biometric Information (BIPA – 740 ILCS 14)**

strEats does not currently collect, store, use, or transmit biometric identifiers or biometric information (including fingerprints, retina scans, facial geometry, voiceprints, or other biological identifiers) as defined under the Illinois Biometric Information Privacy Act (“BIPA”). If strEats introduces any feature that involves the collection of biometric data in the future, we will update these Terms and comply fully with BIPA’s requirements, including obtaining written consent, publishing a retention schedule, and obtaining written consent prior to any disclosure.

## **11. General Data Practices and Third-Party Services**

We may use third-party service providers (such as mapping APIs, analytics tools, and hosting providers) to operate the Services. These providers may receive limited personal information (such as IP addresses or device identifiers) as necessary to provide their services to us. We do not authorize these providers to use your information for their own independent purposes. The Services may contain links to or integrations with third-party platforms (e.g., Google, Yelp). We are not responsible for the privacy practices of those platforms, and encourage you to review their privacy policies separately.

We retain personal information only for as long as necessary to fulfill the purposes outlined in these Terms, or as required by law. Upon deletion of your account, we will make reasonable efforts to delete or de-identify your personal information within a reasonable time, except where retention is required by law or for legitimate business purposes such as fraud prevention.

## **12. Termination and Changes**

We may terminate or suspend your access at any time, for any reason, without liability – including immediately for violations of these Terms. Upon termination, your rights to use the Services end immediately. Provisions that by their nature should survive termination (including disclaimers, indemnity, arbitration, and limitation of liability) will remain in effect. We may update these Terms with notice – your continued use constitutes acceptance of the revised Terms.

## **13. Miscellaneous**

These Terms constitute the entire agreement between you and strEats and supersede all prior representations, warranties, and agreements. If any provision is found unenforceable, the remaining provisions remain in full force. No waiver of any provision shall be effective unless in writing. strEats may assign these Terms; you may not assign your rights without our prior written consent.

## **14. Contact**

For questions, concerns, or to report violations, please contact us at:

**support@streats.live**

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*By using strEats, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.*