



## **Terms of Use**

### **Acceptance of Terms**

Thank you for using our website and services (the “Services”). The Services are provided by CF, Inc. a California corporation dba Culinary Farms and subject to the following Terms of Use (the “Terms of Use”).

By using our Services, you agree to be bound by the terms and conditions of the Terms of Use, as may be amended by Culinary Farms from time to time in its sole discretion.

It is your responsibility to review the Terms of Use periodically; and, if at any time you find the Terms of Use unacceptable, you must immediately cease all use of the Services. If you are using the Services on behalf of a business, that business also agrees to be bound by the Terms of Use.

### **Privacy Policy**

Culinary Farms’ privacy policy explains how we treat your personal data and protect your privacy when you use our Services. Culinary Farms’ privacy policy is incorporated into the Terms of Use by this reference. Culinary Farms’ current privacy policy is located at [http://www.culinaryfarms.com/privacy\\_policy.pdf](http://www.culinaryfarms.com/privacy_policy.pdf).

### **Services Eligibility**

To be eligible to use the Services, you must meet the following criteria and represent and warrant that:

- (a) you are 18 years of age or older and that you are legally able to enter into this agreement;
- (b) any information you have provided about yourself is true, accurate, current, and complete;
- (c) you will maintain and promptly update your information to keep it true, accurate, current, and complete;
- (d) you are not currently restricted from the Services;
- (e) you have full power and authority to enter into the Terms of Use and doing so will not violate any other agreement to which you are a party; and
- (f) you will comply with the terms and conditions of the Terms of Use.

### **Using the Services**

Compliance with Laws. When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of Culinary Farms and others. Your use of the Services is at all times governed by and subject to all laws regarding copyright ownership and use of intellectual property. All

software, content, and materials used or appearing on the Services (“Content”) are the exclusive property of Culinary Farms or its licensors. You agree not to access, use, copy, display, or perform (“Use”) any Content in violation of either Culinary Farms’ or any third party’s copyrights, trademarks, or other intellectual property or proprietary rights, and you shall be solely responsible for any violations of any relevant laws and for any infringements of the rights of Culinary Farms or any third parties caused by your Use of the Content.

## **Third Party Sites**

Culinary Farms has no control over, and no liability for any third party websites or materials. Because Culinary Farms does not have control over the content and performance of these sites, Culinary Farms makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Culinary Farms assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Services you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Culinary Farms makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, the Terms of Use shall govern your use of any and all third party content.

## **No Warranties**

CULINARY FARMS HEREBY DISCLAIMS ALL WARRANTIES. CULINARY FARMS IS MAKING THE SERVICES AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CULINARY FARMS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CULINARY FARMS DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## **Limited Liability**

CULINARY FARMS’ LIABILITY TO YOU IS LIMITED. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CULINARY FARMS IS TO DISCONTINUE YOUR USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CULINARY FARMS, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES CONSULTANTS, AGENTS, AND REPRESENTATIVES BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

## Indemnity

You, and any business you represent, agrees to indemnify, defend, and hold harmless Culinary Farms, its affiliates, and their respective officers, directors, employees consultants, agents, and representatives Indemnified Parties from any and all claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from or related to (a) your access to or use of the Services, (b) your violation of the Terms of Use, or (c) your violation of any rights of another.

## General

**Entire Agreement.** The Terms of Use make up the entire agreement between the parties regarding the Services, and supersede any prior agreements or prior versions of the Terms of Use.

**Governing Law.** The Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in the State of California in all disputes arising out of or related to the use of the Services.

**Severability Waiver.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in the Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of the Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**No Ownership or License.** Nothing contained in the Services should be understood as granting you any ownership or license to any of the Content owned by Culinary Farms or by any third party.

**No Third Party Rights.** The Terms of Use control the relationship between Culinary Farms and you. They do not create any third party beneficiary rights.

**Modifications.** Culinary Farms may, in its sole discretion, with or without prior notice, (a) revise the Terms of Use; (b) modify the Services; and (c) discontinue, temporarily or permanently, the Services (or any part thereof) at any time. Culinary Farms shall post any revision to the Terms of Use at [http://www.culinaryfarms.com/terms\\_of\\_use.pdf](http://www.culinaryfarms.com/terms_of_use.pdf) and the revision shall be effective immediately on such posting. You agree that Culinary Farms shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services (or any part thereof). You also agree to review the Terms of Use periodically to be aware of any revisions; and that, by continuing to use or access the Services following any revision, you shall abide by any such revision.

**Acknowledgement.** BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE AND AGREE TO BE BOUND BY THEM.