

CHEF BOBO
TERMS OF USE

Thank you for visiting the Chef Bobo Brands, Inc. (“Chef Bobo”) website (the “Site”). It is important that you carefully read and understand this Terms of Use (or “Terms”). Terms of Use is a legal and binding agreement between you and Chef Bobo. By clicking the “accept” button after being presented with this Terms of Use and/or using the Site, you expressly acknowledge that you have read this Terms of Use and agree to all of its provisions. This Terms of Use sets forth your rights and obligations with respect to your use of the Site and any communications, information, and/or data of any kind provided through the Site.

IF YOU DO NOT AGREE TO THIS TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE AND YOU MUST PROMPTLY CEASE USING IT.

You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is permitted under applicable law.

1. **Using the Site.**

1.1.**Internet Access.** When using the Site on your mobile, laptop or desktop device (your “Device”), you acknowledge and agree that you are responsible for (i) maintaining continuous Internet access for your Device through a Wi-Fi or LTE data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.

1.2.**Your Device.** Chef Bobo is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Site, including, but not limited to screen display operation features of your Device.

2. **License Grant and Restrictions.**

2.1.**License Grant.** Subject to the terms and conditions of this Terms of Use, Chef Bobo hereby grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to access and use the Site.

2.2.**Use Restrictions.** You may not access or use the Site in any way that is not expressly permitted by this Terms of Use. You may not: (a) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Site; (b) sell, assign, rent, lease, or grant rights in the Site, including, without limitation, through sublicense, to any other person or entity; or (c) use the Site for any unlawful, prohibited, abnormal or unusual activity as determined by Chef Bobo in its sole discretion.

2.3.**Investigations.** We may, but are not obligated to, monitor or review our Site at any time. If we become aware of any possible violations by you of this Terms of Use we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Site pursuant to Section 3 below.

2.4. Violation of this Terms of Use. You acknowledge and agree that you are solely responsible, and Chef Bobo has no responsibility or liability to you or any other person or entity for, any breach by you of this Terms of Use or for the consequences of any such breach.

3. **Termination.**

3.1. Termination by Chef Bobo. Chef Bobo may, at its option, terminate your access to and use of the Site immediately if it determines you are in breach of or otherwise acting inconsistently with this Terms of Use.

3.2. No Liability for Termination. You agree that Chef Bobo shall not have any liability whatsoever for any damage, loss or expenses of any kind that you may suffer as a result of any termination of your access to our use of the Site (including, without limitation, damage, loss or expenses), whether or not Chef Bobo is aware of any such damage, loss or expenses.

4. **Communications with Chef Bobo.**

We use email, telephone, text and chat messaging to communicate with you. For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted, text messaging, messaging through the Site; and (2) agree that all of the Terms of Use, agreements, notices, policies, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

5. **Intellectual Property.**

5.1. Trademarks. The Chef Bobo name and logo are trademarks and service marks of Chef Bobo and the Chef Bobo Brands, Crunch Rollers, Wowza, and Ava Organics. You do not have the right to use any of Chef Bobo' trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

5.2. Ownership. You acknowledge and agree that Chef Bobo, or its licensors, owns all right, title and interest in and to the Site, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Site is protected by U.S. and international copyright laws. Further, you acknowledge that the Site may contain information that Chef Bobo has designated as confidential and you agree not to disclose such information without Chef Bobo prior written consent. Nothing posted on the Site grants a license to any Chef Bobo trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Site is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of the Chef Bobo Executive Management Team. When accessing the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

5.3. Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to Chef Bobo through its "Contact" page, or similar pages ("Feedback") is at your own risk and

that Chef Bobo has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Chef Bobo a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

6. **Links to Third Party Sites.**

Chef Bobo may link to or be linked from other websites that are not maintained by, or related to, Chef Bobo. Chef Bobo does not endorse, and is not responsible for, the content of any of those third-party websites. You acknowledge that Chef Bobo has not reviewed and does not endorse the content of all sites linked to from the Site and is not responsible for the content or actions of any other sites linked to from the Site. We do not promise that the contents of any linked website are accurate, compliant with local, state or federal law, including any intellectual property laws. Your use of any linked Site is at your own risk and you assume all responsibilities and consequences resulting from such reliance.

7. **Privacy Notice.**

By accepting this Terms of Use or using the Site, you represent that you have read and consent to our **Privacy Policy** in addition to this Terms of Use. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Site. By using the Site, you agree to the then-current versions of this Terms of Use and Privacy Notice, which will be posted on the Site.

8. **License.**

Chef Bobo hereby grants to you, subject to these Terms, a personal, nonexclusive, nontransferable, limited license (without the right to sublicense) to access and use the Site (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely for your personal use on a mobile or other device that you own or control.

9. **Location.**

The Site is operated by Chef Bobo in the United States. If you choose to access or use the Site from a location outside of the United States, you do so on your own initiative, and you are responsible for compliance with applicable local laws.

10. **User Age.**

This Site is not intended for use by people under 13 years of age. We will not knowingly collect information from minors in the United States or elsewhere with or without the consent of their parents or guardians. Personal registration information submitted by a person under the age of 13 will not be accepted. Any general information provided by a person under the age of 13 and gathered (for example, through the use of cookies) during his or her visit may be used as indicated in this Terms of Use.

11. Disclaimer of Warranties.

11.1. YOU UNDERSTAND AND AGREE THAT THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, MAY NOT BE FUNCTIONAL ON CERTAIN DEVICES AND/OR IN CERTAIN COMPUTING ENVIRONMENTS AND CHEF BOBO SHALL HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE WEBSITE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE WEBSITE.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEF BOBO EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11.3. CHEF BOBO MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, CORRECTNESS OR RELIABILITY OF ANY INFORMATION MADE AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE WEBSITE.

11.4. CHEF BOBO DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) YOUR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS; (d) DEFECTS IN THE OPERATION OF THE WEBSITE WILL BE CORRECTED OR (e) THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

12. Limitation of Liability.

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEF BOBO AND ITS AFFILIATES, LICENSEES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE “RELATED PARTIES”) SHALL NOT BE LIABLE TO YOU UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR:

ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING

OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF CHEF BOBO OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES; OR

THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA GENERATED, COLLECTED, PROCESSED OR MAINTAINED BY OR THROUGH YOUR USE OF THE WEBSITE.

12.2. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF CHEF BOBO OR ANY OF THE RELATED PARTIES EXCEED ONE HUNDRED DOLLARS (\$100).

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Chef Bobo and the Related Parties shall be limited to the fullest extent permitted by law.

13. **Indemnification.**

You agree to defend, indemnify and hold Chef Bobo and the Related Parties harmless from and against any and all claims, demands, liabilities damages and losses including, without limitation, reasonable attorneys' fees, resulting from or arising out of (a) your use of the Site; or (b) your breach of this Terms of Use.

14. **Governing Law; Jurisdiction.**

This Terms of Use is governed by Texas law, without regard to conflict of laws principles. You and Chef Bobo agree that the state and federal courts located in the County of Dallas, Texas will have exclusive jurisdiction of all disputes arising out of or related to this Terms of Use or your access to or use of the Site and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Chef Bobo shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

15. **General.**

15.1. **Assignment.** The rights granted to you under this Terms of Use may not be assigned without Chef Bobo' prior written consent, and any attempted unauthorized assignment by you shall be null and void.

15.2. **Severability.** If any part of this Terms of Use is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms of Use shall be given full force and effect.

15.3. **Attorneys' Fees.** The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to this Terms of Use.

15.4. No Waiver. Our failure to enforce any provision of this Terms of Use shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Chef Bobo of any provision, condition or requirement of this Terms of Use shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

15.5. Equitable Remedies. You acknowledge and agree that Chef Bobo would be irreparably damaged if the terms of this Terms of Use were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of this Terms of Use, in addition to such other remedies as we may otherwise have available to us under applicable laws.

15.6. Entire Agreement. This Terms of Use, including the documents referenced in this Terms of Use, constitutes the entire agreement between you and Chef Bobo with respect to the Site and supersedes any and all prior agreements between you and Chef Bobo relating to the Site.

16. Contact Us.

If you have any questions or comments relating to the Site or this Terms of Use, you can submit a question through our Site, send an email to at info@chefbobo.com.

17. Changes to These Terms.

We reserve the right, at our sole discretion, to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. We will notify our Users of material changes to this Terms of Use. We want you to be informed of important changes to our terms, but some changes are not that important — we don't want to bother you every time we fix a typo. So, while we may modify this agreement at any time, we will notify users of any changes that affect your rights. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part of it) with or without notice.

18. When were these Terms last updated?

November 21, 2019.