### **Terms and Conditions**

### Effective Date: 12 March 2024

The following terms and conditions of use ("Terms") apply to all visitors to or users of the www.mrkipling.us website (the "Site"), so please read them carefully. By visiting and using the Site, you represent and warrant that you have read and understood these Terms and accept them without limitation or qualification. Do not use the Site if you do not accept these Terms of Use. You should also carefully review our Privacy Policy (available here <u>www.sharwoods.us/Privacy-Policy</u>), which is incorporated herein by reference, before you use the Site, so that you may understand our privacy practices.

Premier Foods Inc. ("Premier Foods," "we," or "us") may change these Terms from time to time at our sole discretion. You can determine when this Policy was last revised by referring to the "Effective Date" legend at the top of this page. Any changes to our Policy will become effective upon the posting of the revised Policy on the Internet, accessible through the Site. Your continued use of the Site following the posting of changes means that you accept and agree to the changes and are bound by any such revisions. You should therefore periodically visit this page to ensure familiarity with the most current version of the Terms. In the case of any violation of these Terms, we reserve the right to suspend or terminate your access to the Site without notice, as well as all other remedies available to us by law for such violations. These Terms apply to all visits to this Site.

### **Limited License**

All materials contained on this Site are the copyrighted property of Premier Foods. Premier Foods authorizes you to copy materials published by us on this Site solely for your personal, non-commercial use. No other use of the information is authorized. Everything you download, the software, plus all files, all images incorporated in or generated by the software, and all data accompanying it, is considered licensed to you by Premier Foods. In consideration of this authorization, you agree that any copy of these materials that you make shall retain all copyright and other proprietary notices in the same form and manner as on the original. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark or copyright of Premier Foods or any third party. Any unauthorized use by you of the Site terminates the limited license without prejudice to any other remedy provided by applicable law or these Terms.

**User Information** In order to access or use some (or potentially all) of the features of this Site, you may need to provide us with information about you. You agree: (i) that all information you provide to us about you as may be prompted by any forms for the Site ("Your Information") shall be accurate, current and complete; (ii) to maintain and promptly update Your Information and any other information you provide to us to keep it accurate, current and complete; (iii) to accept full responsibility for all consequences should any of Your Information be inaccurate and incomplete.

#### **Submissions**

All information you provide to Premier Foods, including, but not limited to, your feedback (questions, comments, suggestions, or the like) regarding the Site, or any portion of the Site, shall be deemed to be non-confidential, and we will have no obligation of any kind with respect to such information. In addition, we shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute the information to others without limitation, and to authorize others to do the same. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including, but not limited to, advertising, promoting, developing, manufacturing and marketing its products. This paragraph is not intended to apply to any personal information about you (such as name, mailing address and e-mail address), the use of is governed by our Privacy Policy (available here <u>www.sharwoods.us/Privacy-Policy</u>).

You are solely responsible for the content of any comments you make. We reserve the right, but do not have an obligation, to monitor and/or review all materials posted to the Site or through the Site's services or features by users, and we are not responsible for any such materials posted by users. You agree that no comments submitted by you to this Site will: (i) violate any right of any third party, including copyright, trademark, patent, privacy or other personal or proprietary rights; (ii) be or contain libelous or otherwise unlawful, abusive, threatening, harassing, defamatory, pornographic, offensive or obscene material; (iii) constitute the misappropriation of the trade secrets of any third party; (iv) disparage the products or services of any third party; (v) impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with a person or entity; (vi) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Site; or (vii) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site. You agree not to submit any personal information (other than your email address or user name) through email sent to other users or messages posted on this Site by you.

# **Images of People and Places**

Images of people or places displayed on the Site, if any, are either the property of, or used with permission by, Premier Foods and any unauthorized use of them may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. In other words, you may not use anything on our site without our written permission.

# **Other Intellectual Property**

The trademarks, copyrights, logos, service marks and other protectable intellectual property ("Marks") displayed on this Site are the property of or licensed to Premier Foods. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Site without the prior written permission of Premier Foods.

# Linking to This Site

Creating or maintaining any link from another web site to any page on this Site without our prior written permission is prohibited. Running or displaying this Site or any information or

material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply with all applicable laws, rules and regulations.

### Links to Other Web Sites

Premier Foods makes no representation whatsoever regarding the content of any other web sites which you may access from this site. When you access a non-Premier Foods website, please understand that it is independent from us and that we have no control over the content on that web site. A link to a non-Premier Foods website does not mean that we endorse or accept any responsibility for the content or use of such website.

# **General Disclaimer**

Although we have attempted to provide complete and accurate information on the Site, Premier Foods assumes no responsibility for the accuracy of information provided herein. We reserve the right to (i) modify, suspend or terminate the operation of or access to the Site, (ii) change the Site, its programs or products mentioned, or (iii) discontinue or interrupt the operation of the Site for required maintenance. Mention of any products or partner on the Site is for informational purposes only and does not constitute an endorsement or a recommendation of the product or service.

THE SITE AND ALL CONTENT HEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PREMIER FOODS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR OTHER MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PREMIER FOODS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PREMIER FOODS DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED ON THIS SITE. PREMIER FOODS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS AVAILABLE ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MATERIALS, THIS SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT US) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR AND CORRECTION.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL PREMIER FOODS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY DOWNLOADED MATERIALS, EVEN IF PREMIER FOODS OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PREMIER FOODS' TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED FIVE THOUSAND DOLLARS (\$5,000.00).

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR

# THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

# Indemnification

You agree to defend, indemnify and hold us, and all of our officers, directors, owners, agents, employees, affiliates, subsidiaries, licensors and licensees (collectively, the "Indemnified Parties") harmless for and against any loss, damages or costs, including reasonable attorney's fees, resulting from any third party claim, action or demands resulting from your use of the Site. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of any data gathering and extraction tools or any other action you take that imposes an unreasonable burden or load on our infrastructure.

### **Compliance with Applicable Laws; Export Control Laws**

All information contained on this Site is intended for the United States market. This Site is subject to United States export control laws and may also be subject to the laws of the country where you reside. You may not download or export any software or certain technical data from this Site (i) into (or to a national or resident of) any country to which the United States has embargoed goods or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any software or technical data, you represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list.

### **Termination**

This agreement to be bound by these Terms of Use is effective unless and until terminated by either you or Premier Foods. You may terminate this Agreement at any time by no longer using this Site, provided that all prior uses of this Site shall be governed by this Agreement. We may terminate this Agreement at any time and without notice, and accordingly deny you access to the Site, in our sole discretion for any reason, including your failure to comply with any provision of this Agreement. Upon any termination of this Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this web site, as well as all copies of such materials, whether made under the terms of this Agreement or otherwise.

# Digital Millennium Copyright Act ("DMCA") Notice:

Premier Foods respects the intellectual property rights of others. If you believe in good faith that any material posted on the Site infringes the copyright in your work, please notify our copyright agent, designated under the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512(c)(3)), in writing. Your written notice must contain at least the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;

- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. Also, you may be subject to liability if you knowingly materially misrepresent that material or activity is infringing.

Your written notice should be sent to our designated DMCA Copyright Agent as follows:

Premier Foods Inc. 9532 LIBERIA AVE, #212, Manassas, VA 20110 <u>US.Inquiries@premierfoods.co.uk</u>

# **Governing Law**

These rules and regulations shall be construed in accordance with the laws of the State of Connecticut, except that the federal laws of the United States shall govern all issues of copyright and trademark law. Notwithstanding the foregoing, no choice of law doctrine shall be used to apply the laws of any jurisdiction other than the State of Connecticut. Any action seeking legal or equitable relief arising out of or relating to this Site will be brought only in the courts of the State of Connecticut, Fairfield County, or in the United States District of Connecticut.

# Severability

If any provision of these Terms of Use shall be held unlawful, void or unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

### **Contact Us**

If you have any questions, comments or concerns about our Site or these Terms of Use, you may contact us by email at <u>US.Inquiries@premierfoods.co.uk</u> or at:

Premier Foods Inc. 9532 LIBERIA AVE, #212, Manassas, VA 20110