

Terms of Use

Effective as of January 2015

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced herein as a "User" or "you" or with "your") AND COLEMAN NATURAL FOODS, LLC (referenced herein as or with "COLEMAN NATURAL" or "we"). BEFORE OR WHEN ACCESSING OR USING ANY PART OF A COLEMAN NATURAL WEB SITE OR COLEMAN NATURALBRANDED AND AUTHORIZED ON-LINE SOCIAL MEDIA PAGE, SUCH AS COLEMAN NATURAL'S PAGES FOUND AT FACEBOOK, LINKEDIN, YOUTUBE, TWITTER, OR PINTEREST, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF USE AGREEMENT (THE OR THIS "TOU") AS THEY GOVERN YOUR ACCESS TO AND USE OF THE COLEMAN NATURAL WEB SITE(S) OR ON-LINE SOCIAL MEDIA PAGE(S) AND THEIR RESPECTIVE APPLICATIONS, MATERIALS, AND INFORMATION (THE "SITE(S)"). COLEMAN NATURAL IS WILLING TO LICENSE THE USE OF THE SITE(S) TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TOU. IF YOU DO NOT AGREE WITH THIS TOU, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SITE(S) AND ARE INSTRUCTED TO EXIT THE SITE(S) IMMEDIATELY.

- 1. LICENSE GRANT.** This TOU provides to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Site(s) conditioned on your continued compliance with the terms and conditions of this TOU. You may print and download materials and information from the Site(s) solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Notwithstanding the foregoing, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Site(s). Specifically, and by way of illustration and not limitation, you may not separate and use any graphics, interfaces, photographs, audio, video, sounds, artwork, designs, computer code (including html code), programs, software, and documentation found on or accessible through the Site(s). Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or any other device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site(s) or in any way reproduce or circumvent the navigational structure or presentation of the Site(s) in order to obtain or attempt to obtain any materials, pictures, documents, or any other information through any means not purposely made available through the Site(s), (ii) attempt to gain unauthorized access to (a) any portion or feature of the Site(s), (b) any other systems or networks connected to the Site(s), (c) any COLEMAN NATURAL server, or (d) to any of the services offered on or through the Site(s), by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Site(s) or any network connected to the Site(s), nor breach the security or authentication measures on the Site(s) or any network connected to the Site(s), (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site(s), (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site(s) or COLEMAN NATURAL's systems or networks or any systems or networks connected to the Site(s), (vi) use any device, software, or routine to interfere with the proper working of the Site(s) or any transaction conducted on the Site(s), or with any other person's use of the Site(s), (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to COLEMAN NATURAL on or through the Site(s), (viii) use the Site(s) to harvest or collect e-mail addresses or other contact information; or (ix) use the Site(s) in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact COLEMAN NATURAL.
- 2. USER OBLIGATIONS.** By installing, accessing, or using the Site(s) you hereby represent that you are of the legal age to execute a legally enforceable contract under the laws of the state and/or country in which you reside and will, at all times, provide true, accurate, current, and

complete information when submitting information to the Site(s), including, without limitation, when you provide any information to COLEMAN NATURAL via an email or any registration or submission form found on the Site(s). If you provide any false, inaccurate, untrue, or incomplete information, COLEMAN NATURAL reserves the right to in its sole discretion immediately and without notice terminate your access to and use of the Site(s) and/or cancel any of your pending transactions or registrations with COLEMAN NATURAL. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Site(s). You also acknowledge and agree that use of the Internet and the Site(s) are solely at your own risk. While COLEMAN NATURAL has endeavored to create a secure and reliable Site, the confidentiality of any communication or material transmitted to/from the Site(s) over the Internet or any other form of global communication network cannot be guaranteed. Accordingly, COLEMAN NATURAL is not to any degree responsible or liable for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site(s), or for the consequences of any reliance on such information. You must make your own determination as to these issues.

3. **PROPRIETARY RIGHTS.** This TOU provides only a limited license to access and use the Site(s). Accordingly, you expressly acknowledge and agree that COLEMAN NATURAL transfers no ownership or intellectual property interest or title in and to the Site(s) to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Site(s), unless otherwise indicated, are owned, controlled, and licensed by COLEMAN NATURAL and its successors and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. COLEMAN NATURAL also owns a copyright in the contents of the Site(s) as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of the Site(s). COLEMAN NATURAL®, DRAPER VALLEY FARMS®, PETALUMA POULTRY, HARVESTLAND®, and all other names, logos, and icons identifying COLEMAN NATURAL and its programs, products, and services are proprietary trademarks of COLEMAN NATURAL and/or its parent, affiliates, or subsidiaries, or licensors. and any use of such marks, including, without limitation, as domain names, without the express written permission of COLEMAN NATURAL is strictly prohibited. Other product and company names mentioned herein may be the trademarks and/or service marks of their respective owners.
4. **PRIVACY POLICY.** You understand, acknowledge, and agree that access to certain information and/or with respect to the operation of certain portions of the Site(s) may require or involve the submission, use, and dissemination of various personally identifiable information. Accordingly, if you wish to access and use those areas of the Site(s), you acknowledge and agree that your use of the Site(s) will constitute acceptance of COLEMAN NATURAL's personal identifying information collection and use practices. Please see COLEMAN NATURAL's Privacy Policy for a summary of COLEMAN NATURAL's personal identifying information collection and use practices.
5. **POSTINGS.** The Site(s) may contain message boards, comment areas, questionnaires, and other interactive features where Users can share and post information or content, such as a photograph. To the extent that the Site(s) contains such communication forums (collectively, "Forums"), you agree that by using the Site(s) you will not post or transmit any of the following materials on the Site(s)'s Forums:
 - anything that interferes with or disrupts the Site(s) or the operation thereof,
 - statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way infringes on the rights of others,
 - unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others,

- statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
- statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
- statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of COLEMAN NATURAL,
- statements or material that misrepresents your affiliation with any entity and/or COLEMAN NATURAL,
- statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials, and
- statements or material that are “off-topic” for a designated Forum.

6. **PERMISSION TO USE POSTINGS.** By submitting content or information of any type (a "Posting") to a Forum or other portion of the Site(s) or by otherwise using the Site(s) to transmit or display a Posting, you automatically grant COLEMAN NATURAL a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You represent that you have all necessary rights to make the Posting available to COLEMAN NATURAL and a Forum, and you also acknowledge that such Postings are non-confidential for all purposes and that COLEMAN NATURAL has no control over the extent to which any idea or information may be used by any party or person once it is posted or displayed. Accordingly, notwithstanding this right and license, it is understood that by merely permitting your information, content, and materials to appear on the Site(s), particularly through a COLEMAN NATURAL on-line social media page operated by a third party network provider, COLEMAN NATURAL has not become and is not a publisher of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display a Posting. Moreover, COLEMAN NATURAL assumes no responsibility for the deletion of or failure to store any Posting and recommends that you do not post, display, or transmit any confidential or sensitive information.
7. **USER NAME HANDLING POLICY.** Registration as a user for access to certain areas of the Site(s) may require both a user name and a password or adherence to other particular access requirements as designated by COLEMAN NATURAL in its sole and absolute discretion. Only one user can use one user name and password and, thus, one account. By limiting access in this fashion, it helps avoid unauthorized usage by other persons, institutions, or entities because anyone with knowledge of both your user name and password can gain entry to the restricted portions of the Site(s) and to your account. Accordingly, by using the Site(s), you agree to consider your user name and password as confidential information and to keep your user name and password strictly confidential. You also agree not to use another user's user name and password. You will immediately notify COLEMAN NATURAL if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and password. COLEMAN NATURAL cannot and will not be liable to any degree for any loss or damage arising from your failure to comply with these obligations. COLEMAN NATURAL reserves the right to delete or change a user name or password at any time and for any reason in its sole and absolute discretion. Notwithstanding the foregoing, nothing herein shall convey to you any further rights in your account or its information and any and all such content or information shall be subject to this TOU.
8. **OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions (including, without limitation, terms governing employment opportunities or purchase terms) may apply to the

purchase of certain products and/or resources, participation in certain events or programs, and/or to specific portions or features of the Site(s), all of which are made a part of this TOU by this reference. You agree to abide by such other notices, terms, and conditions, including where applicable representing that you are of sufficient legal age to acquire a product and/or use or participate in any event or program, service, or feature. If there is a conflict between this TOU and the terms posted for or applicable to a specific portion of the Site(s), including any areas to facilitate a particular transaction or for any program, event or service offered on or through the Site(s), the latter terms shall control with respect to your use of that portion of the Site(s). COLEMAN NATURAL's obligations, if any, with respect to its services, events, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing on the Site(s) should be construed to alter such terms, conditions, notices, and agreements.

9. **LINKS TO OTHER SITES.** COLEMAN NATURAL may provide links, in its sole discretion, to other sites or on-line social media pages for your convenience in locating or accessing related information, products, and services. These sites or pages have not necessarily been reviewed by COLEMAN NATURAL and are maintained by third parties over which COLEMAN NATURAL exercises no control. Accordingly, COLEMAN NATURAL expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.
10. **THIRD PARTY PRODUCTS/SERVICES.** COLEMAN NATURAL, in its sole and absolute discretion, may post the advertisements or logos of third parties on the Site(s) and/or feature materials, programs, events, products, and services provided by third parties. COLEMAN NATURAL makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third party materials, programs, events, products, and services or any other materials, programs, events, products, and services which you may access through such third party materials, products, and services. Your correspondence or any other dealings with third parties found on the Site(s) are solely between you and such third party. COLEMAN NATURAL expressly disclaims responsibility and liability for all third party provided materials, programs, events, products, and services contained on or accessed through the Site(s), and you agree that COLEMAN NATURAL shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties' materials, products, and/or services on the Site(s).
11. **DISCLAIMER.** WHILE COLEMAN NATURAL ENDEAVORS TO PROVIDE THE MOST ACCURATE, UP-TO-DATE, AND RELIABLE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE, THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE SITE(S) ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE ON THE SITE(S). COLEMAN NATURAL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE AVAILABILITY, SUITABILITY, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE ON THE SITE(S) FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE.
12. **LIMITATION OF LIABILITY.** You expressly absolve and release COLEMAN NATURAL from any claim of harm resulting from a cause beyond COLEMAN NATURAL's control. MOREOVER, IN

NO EVENT SHALL COLEMAN NATURAL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE(S) OR WITH THE DELAY OR INABILITY TO USE THE SITE(S), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF COLEMAN NATURAL FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITE(S) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO COLEMAN NATURAL IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.

13. **ENFORCEMENT.** Actual or attempted unauthorized use of the Site(s) may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. COLEMAN NATURAL reserves the unqualified right to view, monitor, and record activity on the Site(s) without any notice to or permission from you. Any information obtained by monitoring, reviewing, or recording your use of the Site(s) is subject to review by law enforcement organizations in the sole and absolute discretion of COLEMAN NATURAL. COLEMAN NATURAL will also comply with all legally binding requests for such information including, without limitation, the provision of information pursuant to a court order. In addition to the foregoing, and in its sole and absolute discretion, COLEMAN NATURAL reserves the right, to at any time and without advance notice, modify, suspend, terminate, or temporarily interrupt operation of or access to the Site(s) or any portion thereof. You further acknowledge that any breach, threatened or actual, of this TOU will cause irreparable injury to COLEMAN NATURAL, such injury would not be quantifiable in monetary damages, and COLEMAN NATURAL would not have an adequate remedy at law. You therefore agree that COLEMAN NATURAL shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU.
14. **SUBMISSIONS.** COLEMAN NATURAL welcomes your feedback and suggestions about how to improve the Site(s) and/or the events, programs, products and/or services of COLEMAN NATURAL. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to COLEMAN NATURAL, you represent and warrant that such feedback does not infringe, misappropriate, and/or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to COLEMAN NATURAL. In addition, any feedback received through the Site(s) will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable, non-exclusive right and license for COLEMAN NATURAL to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby expressly waive any claim to the contrary.
15. **TERM AND TERMINATION.** This TOU will take effect (or shall re-take effect) at the time you click "I ACCEPT", register, respond to a request for information or materials, and/or begin accessing or using the Site(s), whichever is earliest. COLEMAN NATURAL reserves the right at any time, which shall include, without limitation, on any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this Agreement, to deny you access to the Site(s) or to any portion thereof in order to protect its name and goodwill, its business, and/or other Users. This TOU will also terminate automatically if you fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this TOU at any time by ceasing to use the Site(s), but all applicable provisions of this TOU will survive termination, as identified below. The provisions concerning COLEMAN NATURAL's proprietary rights, feedback, indemnity, disclaimers of warranty and liability, submissions, admissibility of this TOU, integration, waiver and severability, and governing law will survive the termination of this TOU for any reason.

16. **WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent default or failure of performance. No waiver by COLEMAN NATURAL of any right under this TOU will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision drafted and provided by COLEMAN NATURAL that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect.
17. **ENTIRE AGREEMENT.** This TOU has been made in and will be construed and enforced in accordance with the laws of the State of Maryland as applied to agreements entered into and completely performed in the State of Maryland. The Site(s) is controlled and operated by COLEMAN NATURAL from its offices and facilities within the United States. COLEMAN NATURAL makes no representation that the Site(s) is appropriate or available for use in other locations, and access to the Site(s) from territories or nations where any aspect of the Site(s) is illegal is hereby expressly prohibited. You access the Site(s) solely on your own volition and are responsible for compliance with all applicable local laws. You are an independent contractor. No joint venture, partnership, employment, or agency relationship exists between you and COLEMAN NATURAL as a result of this TOU or your utilization of the Site(s). This TOU, COLEMAN NATURAL's Privacy Policy, and any other agreement or terms or conditions for services, information, or licenses available through the Site(s), which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and COLEMAN NATURAL with respect to use of the Site(s), and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and COLEMAN NATURAL with respect to the Site(s). You may not assign or transfer any rights under this Agreement without the prior written consent of COLEMAN NATURAL. Please note that COLEMAN NATURAL reserves the right to change the terms and conditions of this TOU and the terms and conditions under which the Site(s) and its many offerings are extended to you by posting a revised TOU or mailing and/or emailing notice thereof to you. In addition, COLEMAN NATURAL may add, modify, or delete any aspect, program, or feature of the Site(s), but COLEMAN NATURAL is not under any obligation to add any upgrade, enhancement, modification. Your continued use of the Site(s) following any announced change will be deemed acceptance of any change to the terms and conditions of this TOU. Accordingly, please review the TOU found at this location on a periodic basis.