

TERMS OF USE

Last Updated: May 5, 2023

This website (the “Site”) is owned and operated by Restaurant Supply Chain Solutions, LLC (“RSCS”, “us”, “we”, or “our”). These Terms of Use, the Privacy Policy, the terms of use posted in connection with particular areas of the Site or products offered on the Site, and any other documents incorporated by reference into these documents contain the complete terms and conditions (collectively, the “Agreement”) that apply to your use of the Site.

IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THIS AGREEMENT (OR ANY POSTED MODIFICATIONS TO IT), PLEASE EXIT THIS SITE IMMEDIATELY. OTHERWISE, BY ACCESSING OR USING THIS SITE, YOU AGREE TO THIS AGREEMENT, INCLUDING THE PRIVACY POLICY.

1. Scope of Agreement

- (a) *General; Terms of Sale.* This Agreement is between you and RSCS and governs your access to and use of the Site. The purchase of any products or services is subject to separate Terms of Sale, which are accessible in on our Site.
- (b) *Privacy Policy.* Please review our Privacy Policy, which is hereby incorporated into and made a part of this Agreement. The Privacy Policy explains how RSCS collects, uses and discloses your individual personal information.
- (c) *Eligibility.* To use the Site and make purchases from the Site, you must be, and represent and warrant that you are 18 years or older, or if you have parental consent, 13 years or older, and able to agree to this Agreement. If you are accepting this Agreement on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on behalf of that entity and bind that entity to this Agreement (in which case, the references to “you” and “your” in this Agreement, other than in this sentence, refer to that entity).

2. Modification of Site or Agreement.

- (a) RSCS may, at any time and in its sole discretion, modify, revise, or otherwise change the Site, in whole or in part, without notice or liability to you.
- (b) RSCS reserves the right to modify this Agreement at any time at its sole discretion. If RSCS modifies this Agreement, RSCS will post the date of the latest revision at the top of this Agreement and will post the revised version on the Site. The modified version of the Agreement will apply to all access and use of the Site thereafter. Check this page periodically to be aware of any modifications to the Agreement. By continuing to access and use the Site once the modified Agreement is posted, you indicate your assent and your agreement to be bound by this Agreement as modified.

3. Permissions.

- (a) *Restrictions.* You shall not copy, reproduce, distribute, display, perform, sell, lease, transmit or create derivative works from this Site (in whole or in part) or translate, modify, reverse engineer, disassemble, or decompile this Site. You must use this Site only in accordance with the terms and conditions of this Agreement and only for lawful purposes. You may not use the Site (a) to reverse engineer or decompile it, or to gain (or attempt to gain) unauthorized access to areas or materials provided on the Site or RSCS's products for which you do not have the proper authorization; (b) to impersonate any person or entity (including RSCS or its employees) or falsely state or otherwise misrepresent yourself, your age, your affiliation with any person or entity, or your authority to bind another person or entity; (c) to link sites together without consent; (d) in a manner that violates any national, state, local or international law, rule or regulation, including but not limited to import and export laws; (e) for any commercial purpose, including to advertise, promote or sell products or services or to distribute solicitations in the nature of "junk mail," "chain letters" or "spam"; (f) to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; (g) in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support the Site or RSCS's products; (h) to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; (i) to send, knowingly receive, upload, download, use or re-use material that conflicts with the requirements, restrictions, or standards set forth in this Agreement; (j) via robot, spider or other automatic device, process or means to monitor or copy material on the Site; (k) in a way that attacks the Site via a denial-of-service attack or a distributed denial-of-service attack; (l) to exploit, harm, or violate the legal rights of others; (m) to transmit promotional materials or malicious code; (n) to transmit sexually explicit or pornographic material, obscene, defamatory, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, discriminatory, infringing material, or any material that could give rise to liability for RSCS; (o) to deceive any person, or cause annoyance, inconvenience, or needless anxiety to any person; (p) in a manner that creates the impression RSCS or others endorse the use, if that is not the case; or (q) in a manner that RSCS determines, in its sole discretion, restricts or inhibits any other user from using or enjoying the Site, the information provided through the Site, or RSCS's services.

4. Availability and Use of Site.

- (a) *Availability.* The availability of this Site depends on many factors, including some factors that are beyond RSCS's control, such as your connection to the Internet and the Internet backbone. You are solely responsible for arranging access to the Site. You are responsible for all use of the Site through your Internet connection. RSCS shall not be liable to you if you cannot use this Site for any reason.
- (b) *User Account.* In order to use certain features of this Site, you will be asked to register by providing RSCS with certain identifying information about yourself.

You shall treat your password, and related information as confidential, and shall not disclose this information to any other person. You acknowledge that your account is personal to you and shall not provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you properly log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- (c) *Communications.* By providing certain information to RSCS or engaging in certain transactions on the Site, such as making a purchase, you may receive periodic emails or other communications from RSCS. These emails may include notifications about your purchase, your communication to RSCS, or other RSCS's products. These emails may also relate to updates to the Agreement, updates to RSCS's Privacy Policy, or other affiliated policies. These emails may also include information pertaining to RSCS's business generally, other products offered on the Site or by RSCS otherwise, or other messages. RSCS may also use your email address to respond to your customer service inquiries. To learn how to stop receiving correspondence from RSCS, please visit our Privacy Policy.

5. Term; Termination.

- (a) *Termination.* In addition to any other legal or equitable remedies, RSCS may, without prior notice to you, immediately terminate this Agreement, disable your access to the Site, or revoke any or all of your rights granted under this Agreement.
- (b) *Effect of Termination.* Upon any termination of this Agreement, you shall immediately cease all access to and use of this Site and RSCS may, in addition to any other legal or equitable remedies, deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the effective date of termination. The provisions that, by their nature, are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

6. Intellectual Property.

- (a) *Intellectual Property Laws.* U.S. and international copyright, trademark and other intellectual and proprietary laws protect this Site and the materials provided therein, and any unauthorized access to or use of this Site or the materials therein may violate such laws. RSCS reserves the right to enforce its intellectual and proprietary rights to the fullest extent of the law.
- (b) *Ownership.* All information and data that is part of this Site, including without limitation, recipes, photographs, caricatures, text, software, graphics, illustrations, images, audio clips (collectively, "Content"), and the design, selection, and

arrangement of the Content, and all trademarks, service marks, trade dress, logos and tag lines displayed in this Site (collectively, the “Trademarks”), and the goods that are made available for purchase, as well as the copyrights, patents, trademark rights, and other intellectual property rights arising out of the foregoing are the sole and exclusive property of RSCS or its licensors. You are not granted any right, either express or implied, in any Content or any copyright, Trademarks, patent, trade secret, right of publicity or other intellectual property or proprietary right of RSCS or any of the goodwill associated with any of the foregoing. You shall not use the Trademarks or any confusingly similar version of them. To the extent that you use any Content or any copyright, Trademarks, patent, trade secret, right of publicity or other intellectual or proprietary right of RSCS, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of RSCS.

- (c) *Notices.* You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in or as part of this Site, whether on printable materials or otherwise.

7. **User Contributions.** The Site may allow you to post, submit, publish, display, or transmit (“post”) content or materials, including but not limited to text, photographs, and videos (collectively, “User Materials”) on or through the Site.

- (a) **Standards.** All User Materials you post to or through the Site must comply with the content standards set forth in this Agreement. The User Materials must comply with all federal, state, local, and international laws and regulations. Without limiting the foregoing, the User Materials must not: (i) promote or engage in any illegal or unauthorized use or any way that violates applicable federal, state, local, or international law or regulations (including without limitation, any laws regarding the export or re-export of data or software to and from the US or other countries); (ii) impersonate any person or entity; (iii) stalk or harass any other person; (iv) harm or exploit minors in any way, including by displaying inappropriate content; (v) falsely state or misrepresent your affiliation with another person or entity or to impersonate or attempt to impersonate RSCS, a RSCS employee, another user, or any other person or entity, whether by using that person’s email address, screen name, or other indicia associated with the foregoing or otherwise or that misleadingly give the impression that they emanate from or are endorsed by RSCS or any other person or entity if that is not the case; (vi) provide any false or misleading data or materials likely to deceive others; (vii) infringe any patent, trademark, trade secret, service mark, copyright, or other intellectual property right of another person; (viii) access or use the account of another user; (ix) distribute or procure the sending of advertising, surveys, sales, contests, promotional materials, sweepstakes, barter, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or other messages for any commercial purposes; (x) distribute computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (xi) “hack” or access without permission RSCS’s proprietary or confidential records or those of any other third party; (xii) contain any libelous, abusive, offensive, harassing,

violent, inflammatory, threatening, defamatory, obscene, indecent, hateful, sexually explicit, pornographic, or otherwise objectionable materials (as determined by RSCS in its sole discretion), materials that promote discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, age, or other materials that could give rise to any civil or criminal liability under U.S. or international law; (xiii) promote any illegal activity or advocate, promote, or assist any unlawful act; (xiv) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; or (xv) violate the legal rights (including privacy rights and publicity rights) of others or contain any material that could give rise to liability or conflict with this Agreement.

- (b) Permission. All User Materials you post for public display to or through the Site will be considered non-confidential and non-proprietary. By posting any User Materials on or through the Site, you grant RSCS and its service providers and each of their licensees, successors, and assigns the irrevocable, perpetual right to copy, reproduce, modify, perform, publicly display, publicly distribute, create derivative works from, and otherwise use and disclose to third parties any such User Materials (including the name, image, or other likeness (the “Likeness”) of all individuals identified in the User Materials for any purpose. Without limiting the foregoing, you authorize RSCS to edit the User Materials you post to or through the Site and to use such User Materials and such Likenesses to advocate, advertise, or promote RSCS, and its products online, via social media, through promotional materials, in print, on television, on the radio, and in any media now known or hereafter developed without any compensation to you or others identified in the User Materials. You represent and warrant that RSCS’s authorized use of the User Materials will not infringe, misappropriate, or otherwise violate the intellectual property rights, privacy rights, or publicity rights of any third party. You hereby release RSCS from all claims for remuneration, intellectual property infringement, trade secret misappropriation, privacy rights, and publicity rights arising out of RSCS’s use of the User Materials.
- (c) Representations. You represent and warrant that you own or control all rights in and to the User Materials (including any privacy rights and publicity rights associated with individuals mentioned in such User Materials) and have the right to grant the permissions set forth above, that your User Materials will comply with the content standards set forth in this Agreement, and that the User Materials do not infringe the copyright, trademark, trade secret, privacy rights, publicity rights, or other intellectual property or other rights of any third party. You acknowledge that you are responsible for any User Materials you submit or contribute and that you, not RSCS, have full responsibility for such content, including its legality, reliability, accuracy, and propriety. RSCS is not responsible or liable to any third party for the content or accuracy of any User Materials by you or any other user of the Site.
- (d) Monitoring. RSCS has the right to remove or refuse to post any User Materials for any reason or no reason in its sole discretion. RSCS may take any action with respect to User Materials that it deems necessary or appropriate in its sole

discretion, including if it believes that any User Materials violate this Agreement (including the Standards), infringes the intellectual property or other rights of any person, threatens the personal safety of users of the Site or the public or could create liability for RSCS. RSCS may disclose your identity or other information about you to any third party who claims that User Materials you post violate their rights, including their right their intellectual property rights or privacy rights. RSCS may take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site or violation of the terms of this Agreement. RSCS may terminate or suspend your access to all or part of the Site for any or no reason, including without limitation any violation of this Agreement. Without limiting the foregoing, RSCS has the right to cooperate fully with any law enforcement authorities or court order requesting or directing RSCS to disclose the identity or other information of anyone posting any posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS RSCS AND ITS LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY RSCS OR A THIRD PARTY DURING OR AS A CONSEQUENCES OF INVESTIGATIONS OF EITHER RSCS OR LAW ENFORCEMENT AUTHORITIES. However, you acknowledge and agree that RSCS cannot review all User Material before it is posted on the Site and cannot ensure prompt removal of objectionable User Material after it has been posted. Accordingly, RSCS assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Links to Other Internet Sites.

This Site may contain links to Internet sites owned, operated or maintained by third parties not under RSCS's control. The links are not and shall not be deemed to be RSCS's endorsement of the entity associated with the linked site. You assume sole responsibility and liability for your use of such linked sites. If you click on a link to a third party site, you are leaving the RSCS Site.

9. Links to this Site.

You must obtain RSCS's prior written consent to post any link(s) to this Site. You agree to cooperate with RSCS in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

10. Disclaimer; Limitation of Liability.

- (a) *DISCLAIMER.* THE SITE AND ITS CONTENT, INFORMATION, FUNCTIONALITY, SERVICES, PRODUCTS, AND TRANSACTIONS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THIS SITE MAY INCLUDE INACCURACIES, MISTAKES, OR TYPOGRAPHICAL ERRORS. RSCS DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, EFFICACY, RELIABILITY, OR VERACITY OF THE SITE. RSCS NEITHER WARRANTS NOR REPRESENTS THAT YOUR USE OF THE SITE IS LEGAL UNDER ALL APPLICABLE LAWS AND REGULATIONS OR WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. YOU ACKNOWLEDGE THAT YOU USE THIS SITE

AT YOUR OWN RISK. RSCS DOES NOT WARRANT THAT THE SITE, ITS FUNCTIONALITY, OR FEATURES WILL BE UNINTERRUPTED OR ERROR FREE, ACCURATE, USEFUL, COMPLETE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR ITS SERVER ARE FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS. RSCS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY, DATA COMPLETENESS, SECURITY, RELIABILITY, QUALITY, AVAILABILITY, AND SYSTEM INTEGRATION. RSCS MAKES NO WARRANTY AS TO THE SECURITY OF THE SITE. RSCS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER OR MOBILE DEVICE, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES, ITEMS, OR INFORMATION OBTAINED THROUGH THE SITE OR BY DOWNLOADING ANY MATERIAL POSTED ON THE SITE OR ON ANY SITE LINKED TO THIS SITE.

- (b) *LIMITATION OF LIABILITY.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RSCS, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS, USE, DATA, OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF RSCS HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RSCS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING FROM ANY OTHER USER OF THE SITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. IN ANY EVENT, RSCS'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT OR SERVICE TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT OR SERVICE, \$100.
- (c) *California Residents.* If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.
- (d) *Other Exclusions.* Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. If you are a resident of one of the jurisdictions where such exclusions or limitations are not permitted, then the exclusions and limitations that are not permitted do not apply to you.

11. Indemnity.

You agree to indemnify, defend and hold harmless RSCS and its respective officers, directors, shareholders, employees and agents, and all of their respective successors and assigns, from and against any and all claims, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys' fees) and damages arising out of or relating to (i) your access or connection to, or use of this Site, including without limitation claims arising out of information, Content, provided to RSCS for public display, distribution, or other use, (ii) your violation of a third party's intellectual property or other rights, (iii) any claims alleging facts that, if true, would constitute a breach by you of the terms and conditions of this Agreement, (iv) injury to persons (including death) or property, including loss or corruption of data caused by you. RSCS reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification for attorneys' fees and costs of defense by you, and in such case, you agree to cooperate with RSCS's defense of such claims.

12. Relationship Between the Parties.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and RSCS as a result of this Agreement or any use of this Site or the RSCS Content. You agree not to hold yourself out as a representative, agent, or employee of RSCS and RSCS shall not be liable for any representation, act or omission by you to the contrary.

13. Assignment.

You shall not assign or otherwise transfer this Agreement or assign, delegate or otherwise transfer any of your rights, interests or obligations under this Agreement and any such assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of RSCS's successors, assigns and licensees.

14. Injunctive Relief; Remedies.

- (a) *Injunctive Relief.* You agree that RSCS's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that RSCS shall be entitled to specific performance or injunctive relief, or both (without posting security), in addition to any damages that RSCS may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including but not limited to attorneys' fees.
- (b) *Cumulative Remedies.* All rights and remedies granted to RSCS under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to RSCS at law or in equity.

15. Governing Law and Jurisdiction; Limit on Commencing Actions.

- (a) *Governing Law.* This Agreement is governed by the laws of the Commonwealth of Kentucky, U.S.A. without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the state and federal courts located in the

Western District of Kentucky, in all disputes arising out of or relating to the use of this Site.

- (b) *Limitation on Actions.* You must commence any cause of action or claim against RSCS within one (1) year after the cause of action or claim arises, otherwise you agree that your cause of action or claim shall be barred.

16. International Access.

This Site can be accessed from countries other than the United States. This Site may contain products or services, or references to products or services, that are not available outside of the United States. Any such references do not imply that such products or services will be made available outside the United States. If you access and use this Site outside the United States, you are responsible for complying with your local laws and regulations.

17. Contact Information.

Please send any notices, questions, comments, or concerns regarding the Site to dataprotectionofficer@RSCS.com.

18. Waiver; Severability; Integration; Entire Agreement.

No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in RSCS's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by RSCS shall not obligate RSCS to grant any further, similar, or other waivers. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. This Agreement, together with the Privacy Policy, and all terms and conditions of use that govern specific parts of the Site (such as those related specifically to purchased made through the Site and posted in the shopping area of the Site), forms the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements pertaining hereto. This Agreement may only be amended by RSCS in writing and will be effective immediately upon posting the revised version to the RSCS Site. Your use of the Site shall be subject to the current version of this Agreement at your time of use of the Site.

19. Reservation of Rights.

RSCS reserves to itself any and all rights not expressly granted herein.