

Pacific Nutritional Foods, Inc.
Terms of Use

Last Updated and Effective Date: March 2, 2021

1. BINDING EFFECT.

This is a binding agreement. By using the Internet sites of Pacific Nutritional Foods, Inc., and its affiliated companies (collectively “Pacific”) located at www.pnfinc.com, and any other Pacific websites that link to these Terms of Use (collectively the “Site”) or any services provided in connection with the Site (the “Service”), you agree to abide by these Terms of Use, as they may be amended by Pacific from time to time in its sole discretion. Pacific will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. PRIVACY POLICY.

Pacific respects your privacy and permits you to control the treatment of your personal information. A complete statement of Pacific’s current privacy policy can be found on the pnfinc.com. Pacific’s privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Pacific immediately of any unauthorized use of your account, username, or password. Pacific shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Pacific, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account or password.

3. USER CONTENT.

You grant Pacific a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content (“User Content”) to the Site or Service, you are granting Pacific, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Internet business of Pacific, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without

limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that Pacific may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

4. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.

When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you.

5. INAPPROPRIATE CONTENT.

You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Pacific reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Pacific intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

6. COPYRIGHT INFRINGEMENT.

Pacific has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Pacific has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Pacific or of a third party, or otherwise violated any intellectual property laws or regulations. Pacific's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Pacific to delete, edit, or disable the material in question, you must provide Pacific with all of the

following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Pacific to locate the material; (d) information reasonably sufficient to permit Pacific to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) 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 (f) 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. For this notification to be effective, you must provide it to Pacific's designated agent at:

Pacific Nutritional Foods, Inc.
9960 SW Potano Street
Tualatin, OR 97062
Tel. 503-692-3498
contact@pnfinc.com

7. ALLEGED VIOLATIONS.

Pacific reserves the right to terminate your use of the Service and/or the Site. To ensure that Pacific provides a high-quality experience for you and for other users of the Site and the Service, you agree that Pacific or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Pacific does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Pacific reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Pacific believes that you have violated any of the terms and conditions, furnished Pacific with false or misleading information, or interfered with use of the Site or the Service by others.

8. NO WARRANTIES.

PACIFIC HEREBY DISCLAIMS ALL WARRANTIES. PACIFIC IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIFIC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PACIFIC

DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITED LIABILITY.

PACIFIC'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PACIFIC 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 SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY PACIFIC. 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.

10. AFFILIATED SITES.

Pacific has no control over, and no liability for any third-party websites or materials. Pacific works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Pacific nor the Site has control over the content and performance of these partner and affiliate sites, Pacific makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Pacific 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 Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Pacific 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, these Terms of Use shall govern your use of any and all third-party content.

11. PROHIBITED USES.

Pacific imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code

used by Pacific in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

12. INDEMNITY.

You agree to indemnify Pacific for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Pacific, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Pacific will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13. COPYRIGHT.

All contents of Site or Service are: Copyright © 2021 Pacific Nutritional Foods, Inc., 9960 SW Potano Street, Tualatin, OR 97062. All rights reserved.

14. GOVERNING LAW.

These 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 Los Angeles County, California, USA in all disputes arising out of or related to the use of the Site or Service.

15. SEVERABILITY; WAIVER.

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other Terms of Use will remain unaffected and in full force and effect. No waiver of any breach of any provision of these 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.

16. NO LICENSE.

Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Pacific or by any third party.

17. CALIFORNIA USE ONLY.

The Site is controlled and operated by Pacific from its offices in the State of California. Pacific makes no representation that any of the materials or the services to which you have been given

access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Pacific's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California. The intended audience and use of the site are individuals located in the United States and usage of the site is restricted to same.

18. MODIFICATIONS.

Pacific may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Pacific shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision. These Terms of Use constitute the entire agreement of the parties with respect to its subject matter and supersedes all other website Terms of Use agreements between the parties that pertain to the usage of the Sites.

19. ACKNOWLEDGEMENT.

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.