

**Inviting Foods LLC**

## **Terms and Conditions**

Effective June 1, 2016

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### **Acceptance of Terms.**

Inviting Foods LLC ("Inviting Foods") provides you with access to, and use of, the Platform subject to all applicable laws and regulations and these Terms. If you do not accept each of the terms and conditions contained in these Terms without limitation, please do not use or download the Platform. These Terms supersede any other agreements you may have with Inviting Foods regarding this subject matter.

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Inviting Foods may at any time revise these Terms by updating this posting and may also make changes to the content, links or functionality of the Platform at any time. You are bound by any revisions and should therefore periodically visit this page to review the Terms to which you are bound.

### **Comments and Questions.**

For general product and promotions inquiries, please contact Inviting Foods Consumer Relations:

- By Mail: P.O. Box 049003, Chicago, Illinois 60604-9003
- By Phone: 1-844-782-5374
- Online: <https://cu.pepsico.com/makeroats>

### **Infringement Claims.**

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- By Mail: Janet Silverberg, 555 West Monroe Street, Mail Drop 11-10, Chicago, IL 60661
- By Email: [Janet.Silverberg@pepsico.com](mailto:Janet.Silverberg@pepsico.com)

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner of authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (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 applicable 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 copyright owner. For more details on the information required for valid notification see 17 U.S.C. 512(c)(3). Under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

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**No Unsolicited Ideas.**

Please do not submit unsolicited ideas or suggestions to the Platform. Any communication or material you transmit to the Platform by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, nonconfidential and non-proprietary. Subject to Inviting Foods's privacy policy applicable to the Platform, anything you transmit or post may be used by Inviting Foods or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Inviting Foods is free to use any ideas,

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- Uploading, posting, reproducing or distributing any information, software, or other materials protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- Collecting or storing personal data about other users;
- Posting any User Content that contains personal information about any individual, or any other information that you are under a contractual obligation to keep private or confidential;
- Using the Platform for any commercial purpose not expressly approved by Inviting Foods in writing;
- Impersonating any person or organization, including without limitation, the personnel of Inviting Foods, or misrepresent an affiliation with another person or organization;
- Uploading, posting, emailing, or otherwise transmitting any advertising or promotional materials or any other form of solicitation or unauthorized communication;
- Uploading, posting, emailing, or otherwise transmitting any material that contains viruses, corrupted files, or any other computer code, files, or programs which might interrupt, limit, or interfere with the

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You agree to indemnify and hold Inviting Foods, its parents, subsidiaries, officers, employees, agents, and contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Inviting Foods or this Platform.

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**Assignment.** Inviting Foods may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Platform. To the extent that you allow a third party to use your device, you shall remain solely responsible for the use of the Platform by others using the device.

**General Information.** Both you and Inviting Foods acknowledge and agree that no partnership is formed and neither of you nor Inviting Foods has the power or the authority to obligate or bind the other.

By using the Platform, you agree that the statutes and laws of the United States and the State of New York without regard to conflicts of laws principles, will apply to all matters relating to use of the Platform, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts for New York, New York, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the Platform and/or this agreement, will be resolved individually, without resort to any form of class action.

On certain areas of our Platform, you may be given the ability to provide us with personally identifiable information. Please read our Inviting Foods Privacy Policy for more information about our information collection and use practices.

The failure of Inviting Foods to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Inviting Foods, shall not be deemed a breach of these Terms. If Inviting Foods fails to act with respect to your breach or anyone else's breach on any occasion, Inviting Foods is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Inviting Foods, and are accepted by you upon your use of the Platform. These Terms constitute the entire agreement between you and Inviting Foods regarding the use of the Platform. By using the Platform, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

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