

# Terms of Use

## 1. Your Acceptance

A. By using and/or visiting this website (including all content and functionality (the "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use"), and (2) our Privacy Policy, also found on this Website and incorporated herein by reference. If you do not agree to any of these Terms of Use or the Privacy Policy, you may not use this Website.

B. We may, in our sole discretion, modify or revise these Terms of Use at any time, and you agree to be bound by such modifications or revisions.

## 2. The Website

These Terms of Use apply to all users of the Website, including users who are also contributors of content, information, and other materials or services on the Website. The Website includes, but is not limited to, all content, artwork, text, music, products, software and services offered via the website such as any players, uploaders and other applications.

## 3. Use of the Website

We provide this Website to you solely for informational purposes. The J.M. Smucker Company ("Smucker", "We", "Us", and similar terms) hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

- A. You agree not to distribute in any medium any part of the Website.
- B. You agree not to alter or modify any part of the Website.
- C. You agree not to access any content through any technology or means other than through the tools provided on the Website itself or other explicitly authorized means that We may designate.
- D. You agree not to use the Website for any commercial use. Prohibited commercial uses include any of the following:

- sale of access to the Website or its related services;
- use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising on the Website; and
- any use of the Website or its related services that We find in our sole discretion, inappropriately uses all or any part of the Website.

E. You agree not to tamper with the Website in a manner that would in any way adversely affect the Website's performance. You agree not to collect or harvest any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial purposes.

F. In your use of the Website, you will otherwise comply with the terms and conditions of these Terms of Use and all applicable federal, state, local and international laws and regulations.

G. We reserve the right to discontinue any aspect of the Website at any time.

## 4. Your Use of Content on the Website

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Website.

A. The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Smucker, or its affiliates, subject to copyright, trademark, and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Website and the Content.

B. You may access Content only as permitted under these Terms of Use.

C. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Content through the Website for any commercial purposes.

D. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

## **5. Unsolicited Ideas; User Submissions**

We always welcome consumer feedback and appreciate your interest in sharing your thoughts with Us. However, it is our policy not to accept or consider unsolicited ideas from outside our company, including ideas for new or improved products or packaging, technologies, product names, or promotion or marketing strategies. Our research and technical staff continuously work to improve our products and methods and develop new products. The development process for new items may continue for several years before being introduced to our customers.

Should you submit an idea to Us, despite our policy, We will treat the information as non-confidential and non-proprietary and We will be free to use the information for any purpose and will not be obligated to return or acknowledge receipt of your submitted information.

Without limiting the previous paragraph, all postings, remarks, suggestions, ideas, graphics, or other information that you communicate to Us through the Website (including but not limited to any message on bulletin boards, email, or other means) becomes and remains our property. Accordingly, you agree that (a) We will not treat any such submission as confidential, (b) You can not sue Us or initiate any action against Us for using the ideas you submit (including, but not limited to, product or advertising ideas) (c) We do not have to pay you or anyone else if We use your submission or anything similar, and (d) We will have exclusive ownership of all present and future rights to submissions of every kind, and that We can use them for any purpose, without compensating you or anyone else for them.

You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Us all of the rights granted herein.

We do not endorse any material you submit and We expressly disclaim any and all liability in connection therewith. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and We will remove all Content and submissions if properly notified that such Content or user submission infringes on another's intellectual property rights (see section 8, below). We reserve the right to remove Content and user submissions without prior notice.

We reserve the right to decide whether Content or a submission is appropriate and complies with these Terms of Use for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material.

We may remove any submissions, and take any preventative measures We feel appropriate in our sole discretion, including but not limited to, terminating or blocking access to the Website, where such material is in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

## **6. Linked Sites**

This Website may contain links allowing you to leave this Website for other sites that are not under our control. We are not endorsing any such linked sites. We are not responsible for the contents or transmission of any linked site or any link contained in a linked site or for ensuring that the linked sites are error and virus free. We are also not responsible for the terms of use or privacy practices of such sites. We encourage you to carefully read the policies of each site you visit.

## **7. United States Only**

The materials published in this site are intended to promote our products available in the United States. No representation is made or intended that products described in this site are available either outside the United States or in all parts of the United States. We reserve the right to add or delete products and to modify and/or reformulate products from time to time as We, in our absolute discretion, deem appropriate.

## 8. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any user submission or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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.

Smucker's designated Copyright Agent to receive notifications of claimed infringement is: Adam Ekonomon, 1 Strawberry Lane, Orrville, Ohio 44667, email: Adam.Ekonomon@jmsmucker.com, fax: 330-684-3026. You acknowledge that if you fail to comply with all of the requirements of this Section 8, your DMCA notice may not be valid.

B. If you believe that your user submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the state and federal court in Wayne County, Ohio, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Smucker may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Smucker's sole discretion.

## 9. Warranty Disclaimer

YOU AGREE THAT THIS WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, AND THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR SUBSIDIARIES AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE AND NON-INFRINGEMENT, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

(A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,  
(B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER,  
RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,  
(C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY  
AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,  
(D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE,  
(E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED  
TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR  
(F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF  
ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED,  
TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

## **10. Limitation of Liability**

IN NO EVENT SHALL WE AND OUR SUBSIDIARIES OR ANY OF OUR OR OUR SIBSIDIARIES' OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

- (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
- (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE,
- (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT

OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **11. Indemnity**

You agree to defend, indemnify and hold Us harmless, and our subsidiaries and our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

## **12. Ability to Accept Terms of Use**

You affirm that you are either more than 18 years or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website.

## **13. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Smucker without restriction.

## **14. General**

You agree that: (i) the Website shall be deemed solely based in Ohio; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Us, either specific or general, in

jurisdictions other than Ohio. These Terms of Use shall be governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws principles. Any claim or dispute between you and Us that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Wayne County, Ohio. These Terms of Use, together with the Privacy Policy and any other legal notices published by Us on the Website, shall constitute the entire agreement between you and Us concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. We reserve the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.