#### Effective Date September 30, 2013

#### Ventura Foods, LLC Terms of Use

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Certain areas of the Site may ask you to provide information or ask you to set up an account. You may decide not to set up an account or provide information; however, if you decline to do so, you may be unable to view or access certain Materials or otherwise enjoy portions of the Site. You are responsible for updating your account information. We are entitled to rely on the last information provided by you.

You will be responsible for all activities that occur under your account or password, and you agree you will not sell, transfer or assign your account or any account rights. You are responsible for maintaining the confidentiality of your password, and for restricting access to your devices that access the Internet, so that others may not utilize your information to access the Site. We may terminate your account or deny you access to the Site in our sole discretion without notice and without liability.

<u>Submissions.</u> We may provide users the opportunity to submit their recipes, information, materials, and other content (collectively "Submissions"). Whenever you send, post, transmit, distribute or otherwise make available (collectively "Submit") a Submission to the Site or directly to Ventura Foods (including by e-mail) you: (1) grant to Ventura Foods an irrevocable worldwide, nonexclusive, perpetual, fully sub-licensable and assignable, royalty-free right and license to use, exploit, reproduce, modify, adapt, translate, incorporate in other works, and otherwise create derivative works from, publish, distribute, transmit, broadcast, perform, display, and otherwise exercise all rights in and to such Submission (including the right to use or not use your name, voice, likeness and other identifying information in connection therewith), via the Site or otherwise, in any form, media, or technology now known or later developed, without any compensation to you, and (2) consent to all relevant acts or omissions in relation to your moral rights in such Submission (if any) which may or might otherwise constitute a breach or infringement of those moral rights, and to the extent permitted by law, you waive all your moral rights in such Submission, even if such material is altered or changed in a manner not agreeable to you. You agree and understand that we are not obligated to post or use your Submissions, and may alternatively choose to discard your Submissions without any obligation or liability whatsoever.

No Confidential Relationship. We will treat any Submission that you Submit to the Site or directly to Ventura Foods (whether solicited or unsolicited) as non-confidential and non-proprietary and we will not be liable for any use or disclosure. You acknowledge and agree that your relationship with Ventura Foods is not a confidential, fiduciary, or other type of special relationship, and that your decision to Submit to the Site or to Ventura Foods directly does not place Ventura Foods in a position that is any different from the position held by members of the general public with regard to your Submissions. None of your Submissions shall be subject to any obligation of confidence on the part of Ventura Foods, and Ventura Foods shall not be liable for any use or disclosure of any Submission that you provide.

<u>Site Use Policy</u>. You agree that you shall at all times comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to your use of the Site. In addition, you agree that you will not do any of the following while using the Site:

- Security, Cracking & Hacking. Violate or attempt to violate the security of any portion of the Site, including but not limited to: (i) access or attempt to access Materials not intended for you; (ii) log into or attempt to log into a server or account which you are not authorized to access; (iii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempt to interfere with or disrupt the Site, or the servers or networks that provide the Site, including without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site; (v) restrict or inhibit any other user from accessing or using the Site, including, without limitation, by means of hacking or defacing any portion of the Site; or (vi) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site.
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- <u>Viruses; Malware</u>. Submit any virus, worm, "Trojan Horse," "Easter egg," "time bomb," spyware, or any other computer code, file, or program that may or is intended to damage, hijack or otherwise interfere with the operation of the Site or any hardware, software, or telecommunications equipment or with any third party's uninterrupted use and enjoyment of the Site.
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<u>Contact Information</u>. If you have any questions or concerns with respect to these Terms or the Site you may contact us by calling 877-VENTURA.