

## TERMS AND CONDITIONS OF USE

Last Updated: July 20<sup>th</sup>, 2025

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AN ACCOUNT OR USING THE PLATFORM OR SERVICES. BY REGISTERING AN ACCOUNT OR USING THE PLATFORM OR SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS OF USE, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. BY REGISTERING AN ACCOUNT OR USING THE PLATFORM OR SERVICES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND THAT ANY SUCH ORGANIZATION OR COMPANY ACCEPTS AND IS BOUND BY THESE TERMS.**

**IF YOU ARE A PARENT OR LEGAL GUARDIAN AND YOU PERMIT YOUR CHILD TO ACCESS OR USE THE PLATFORM OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD AND ARE RESPONSIBLE FOR THEIR COMPLIANCE WITH THESE TERMS.**

**AS USED HEREIN, “YOU” SHALL MEAN YOU AS AN INDIVIDUAL USER AND, IF APPLICABLE, THE ORGANIZATION OR COMPANY FOR WHICH YOU ARE ACTING.**

**THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

These Terms and Conditions of Use (these “Terms”) apply to your access and use of the Fresh Baked website, [www.freshbakedpresents.com](http://www.freshbakedpresents.com), and the Fresh Baked application (collectively, the “Platform”), as well as any services, products, or content available on or through the Platform (collectively, the “Services”). Coldest River Software, LLC (“Coldest River”, “we,” “our” or “us”) offers the Platform and Services to you on the express condition that you accept without modification each of the terms, conditions, and obligations contained in these Terms. Please read these Terms carefully and keep a copy for your reference.

These Terms are subject to change by Coldest River without prior written notice at any time, in our sole discretion; *provided, however*, we will notify you via email of material changes to these Terms if we have your email address on file. Any changes to these Terms will be in effect as of the “Last Updated” date at the beginning of these Terms. You should review these Terms prior to accessing or using the Platform or Services. Your continued access to or use of the Platform or

Services after the “Last Updated” date will constitute your acceptance of and agreement to such changes.

## **1. PRIVACY NOTICE**

1.1. Your use of the Platform and Services is also subject to our Privacy Notice, available at <https://crsurl.com/eula/privacy.pdf> (our “Privacy Notice”), which is incorporated herein by reference. Our Privacy Notice governs the processing of all personal information collected through your use of and access to the Platform and/or Services.

## **2. USER ACCOUNTS**

2.1. You must create an account with us in order to access the Services. You will access the Services exclusively through the Platform, using your personal username and password (collectively, your “Login Credentials”). Each user must have their own unique Login Credentials to enable their use of the Services. No sharing of Login Credentials is permitted.

2.2. By creating an account with us, you agree to provide accurate, complete, and current information. You are solely responsible for maintaining the confidentiality of your Login Credentials and may not authorize others to use your account. You agree to accept full legal responsibility (to us and to others) for all activities that occur under your account.

2.3. If you have agreed to these Terms on behalf of a company or organization and your employment ceases, or you are otherwise no longer authorized to act on behalf of or bind such company or organization, you agree to immediately cease all use of the company’s or organization’s account and to no longer access the Platform or Services. If you wish to access the Platform or Services again, you must re-register an account for yourself or on behalf of a new company or organization. Any access to an account linked to a company or organization that no longer employs you, or on whose behalf you are no longer authorized to act, shall constitute a material breach of these Terms.

2.4. The Platform and Services are targeted to individuals 18 years of age and older. If you are under the age of 18 (or the age of majority in your jurisdiction) (a “Child”), then you are not permitted to create an account with us or otherwise use or access the Platform or Services. If, however, a Child does create an account or otherwise access or use the Platform or Services, the Child’s parent or legal guardian shall be deemed to have agreed to be bound by these Terms on behalf of such Child and shall be fully responsible for the Child’s use of the Platform or Services, including all financial charges and liability that they may incur.

2.5. If you become aware of any suspicious or unauthorized conduct concerning your account, including your Login Credentials, or any other breach of security, you agree to contact us immediately using the contact information contained in Section 21 below.

2.6. Coldest River reserves the right to disable your account at any time, for any or no reason. In particular, we may take action and disable your account if we, in our sole discretion, determine you have failed to comply with these Terms, or if activities occur on your account which would or might cause damage to or impair the Platform and/or Services, violate any third party rights, or violate any applicable laws or regulations.

2.7. If you no longer wish to use the Services, and would like to delete your account, please visit following link and follow the instructions for account deletion: <https://app.freshbakedpresents.com/account/edit>. Once deleted, you will not be able to reactivate your account or retrieve any of the content or information you have added, including, but not limited to, any User Content. Notwithstanding anything to the contrary contained herein, Coldest River shall have no responsibility to maintain your account, or any content or information (including any User Content) associated with your account.

2.8. We will not be liable for any loss or damage you incur arising from your failure to comply with this Section 2.

### **3. LICENSE TO PLATFORM AND SERVICES; ACCESS AND USE**

3.1. Subject to your compliance with these Terms and your payment of all applicable license fees, Coldest River grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for the sole purpose of receiving and using the Services for your personal, non-commercial use ("Personal Use").

3.2. Access to and use of the Platform and Services generally require that you have internet or data network access. You are responsible for obtaining all such access, along with the computers, mobile devices, and other equipment necessary and any software necessary to access and use the Platform and Services. We do not guarantee that the Platform or Services, or any portion of them, will or will continue to function on or interoperate with any particular equipment, device, or software.

3.3. You acknowledge that we reserve the right to discontinue access to or use of the Platform and/or Services, in whole or in part, at any time. When accessing or using the Platform and/or Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright and privacy laws. Except as expressly permitted in these Terms or as

we may otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content (as defined below) for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install, or print Service Content. In such a case, you may do so only in the manner authorized. You acknowledge that you do not acquire any ownership rights by downloading, installing, or printing Service Content.

3.4. Furthermore, except as expressly permitted in these Terms, you may not:

3.4.1. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in, on, or through the Platform, Services, or Service Content;

3.4.2. circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict access to or the use of or copying of the Platform, Services, or Service Content;

3.4.3. use an automatic device (such as a robot or spider) or manual process to monitor, copy, or “scrape” the Platform, Services, or Service Content for any purpose without our express written permission;

3.4.4. collect or harvest any personal information or non-personal information from the Platform, Services, or Service Content including, without limitation, user names, passwords, and email addresses;

3.4.5. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

3.4.6. use any device, software, or routine that interferes with the proper working of the Platform, Services, or Service Content or Coldest River’s equipment, network, and systems;

3.4.7. introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

3.4.8. impersonate or attempt to impersonate Coldest River, a Coldest River employee, another user, or any other person or entity (including, without limitation, by using email addresses or accounts associated with any of the foregoing);

3.4.9. attempt to or actually interfere with the proper working of the Platform, Services, or Service Content or impair, overburden, or disable the same;

3.4.10. decompile, reverse engineer, or disassemble any portion of the Platform, Services, or Service Content;

3.4.11. use network-monitoring software to monitor the availability of or to determine architecture of or extract usage data from the Platform, Services, or Service Content;

3.4.12. encourage conduct that violates any local, state, or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's account);

3.4.13. violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce;

3.4.14. use the Platform, Services, or Service Content for purposes that are competitive with Coldest River; and/or

3.4.15. engage in any conduct that restricts or inhibits any other user from using or enjoying the Platform, Services, or Service Content.

3.5. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.

#### **4. OUR INTELLECTUAL PROPERTY RIGHTS**

4.1. The Platform, Services, and associated content (and any derivative works or enhancements of the same), including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, interfaces, and interactive features included with or available through the Platform and/or Services, and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names, and trade dress that may appear on the Platform or Services and/or the "look and feel" of any of the foregoing (collectively, the "Service Content"), are owned by us, our licensors, or affiliates, or third parties. Service Content shall not include your User Content (defined below). Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title, or interest in the Platform, Services, or any Service Content. Any rights not expressly granted in these Terms are expressly reserved. Any use of the Platform, Services, or Service Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

4.2. YOU COVENANT NOT TO SUE OR MAKE OR ASSERT AGAINST ANY COLDEST RIVER INDEMNITEE (DEFINED BELOW) ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO THE PLATFORM, SERVICES, OR SERVICE CONTENT.

## **5. SERVICE CONTENT; THIRD PARTY LINKS; THIRD-PARTY PROVIDERS**

5.1. You may not rely on any information or opinions expressed through the Platform and/or Services for any purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. Use of the Service Content is at your own risk and under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

5.2. Service Content may include content posted by a third party and/or may represent the opinions and judgments of a third party. We do not endorse or warrant, and are not responsible for, the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through the Platform, Services, or Service Content by anyone other than our authorized employees or spokespersons while acting in their official capacities.

5.3. The Platform and/or Services may link or contain links to other websites maintained by third parties and/or display third-party advertisements. We do not operate, control, review, or necessarily endorse, in any respect, the content found on these third-party websites or advertisements. Any interactions, transactions, or communications you have with third parties, including advertisers, are solely between you and the third party. We expressly disclaim any and all liability arising from or related to your use of or reliance on any third-party content, websites, advertisements, products, or services, and we are not responsible for any loss or damage of any kind incurred as a result of your dealings with any third party or as a result of the presence of such third-party content on the Platform and/or Services.

## **6. USER CONTENT; FEEDBACK**

6.1. You may be permitted to upload, post, or transmit or otherwise make available content through the Platform, including, without limitation, any text, files, images, graphics, photos, sounds, music, videos, materials, and other electronic content (collectively, the “User Content”), subject to the restrictions set forth herein. As noted above, these features may not be available to all users of the Services, and we have no liability to you for limiting your right to certain features of the Services.

6.2. As between you and Coldest River, you own User Content that you post, upload, or transmit or otherwise make available through the Platform. You grant to Coldest River a non-

exclusive, perpetual, irrevocable, sublicensable, royalty-free license to access, use, reproduce, modify, prepare derivative works of, publish, transmit, and distribute User Content: (i) in order to provide, evaluate, monitor, improve, and promote the Platform and Services; (ii) to exercise our rights under this Agreement; and/or (iii) in any other manner consistent with our Privacy Notice and these Terms.

6.3. You hereby represent and warrant that: (i) you have all necessary rights and permissions to use and authorize Coldest River to use all intellectual property rights in and to User Content, and to enable inclusion thereof in the Platform and Services; and (ii) your use of the User Content and Coldest River's use of User Content, as set forth in these Terms, does not and shall not: (a) violate any applicable law, including data protection legislation, or any intellectual property, privacy, or right of publicity rights, (b) be offensive, false, inaccurate, misleading, threatening, pornographic, defamatory, libelous, harassing, hateful, malicious, fraudulent, obscene, lewd, lascivious, filthy, violent, slanderous, otherwise objectionable, or encourage conduct that would be considered a criminal offense or give rise to civil liability; (c) constitute unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation; (d) ridicule, mock, disparage, intimidate, or abuse anyone; or (e) otherwise be of a nature that is likely to cast into disrepute, reflect unfavorably upon, or otherwise harm our public image or business reputation, all of the foregoing (a)-(e) being determined by us in our sole discretion.

6.4. Coldest River assumes no responsibility or liability for User Content. You shall be solely responsible for User Content and the consequences of using, submitting, disclosing, storing, or transmitting it, including, without limitation, any errors or omissions therein or any infringement of third-party rights. You expressly agree to defend, indemnify, and hold Coldest River harmless from any and all responsibility arising from your User Content, and to refrain from taking any legal action against Coldest River regarding your User Content.

6.5. If you use the Platform and/or Services to share User Content, you waive any rights to review or approve our use of the User Content in promotional materials. You also waive rights of privacy, publicity, and any moral rights related to the User Content. Additionally, we may disclose your identity to third parties who claim that your content infringes on their intellectual property or privacy rights. You further grant us a royalty-free license to use your username, display name, image, voice, and likeness to identify you as the source of any of your User Content.

6.6. Coldest River has the right, but no obligation, in our sole and absolute discretion to: (i) edit, redact, or delete any User Content that violates these Terms; (ii) recategorize any User Content to place it in a more appropriate location on the Platform or Services; and (iii) prescreen

or delete any User Content at any time and for any reason, without notice. Notwithstanding the foregoing, Coldest River has no obligation to monitor your User Content.

6.7. Coldest River may monitor your use of the Platform and Services and use User Content to generate aggregated, statistical, and analytics information and technical data (such as browsing information of a behavioral and statistical nature) about you and your use of the Platform and Services, which does not and cannot be used to enable identification of you ("Anonymous Information"). Coldest River shall own all Anonymous Information, including any intellectual property rights related thereto, and may use it without restriction.

6.8. Any User Content will be considered non-confidential and non-proprietary. You must not post any User Content on or through the Platform or transmit to us any User Content that you consider to be confidential or proprietary.

6.9. User grants to Coldest River a worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Platform and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by you. Any such feedback shall not be considered Confidential Information.

## **7. PAID PARTNERSHIPS**

7.1. This Section applies to any User Content which involves a third-party brand providing compensation or incentives to a user, such as an influencer or content creator, to promote its products or services ("Branded Content"). Branded Content includes, but is not limited to, User Content that contains mentions or endorsements of products or services that are gifted by or on behalf of a third-party brand, generate commission or other compensation for the user, or are subject to a commercial agreement between the user and a third-party brand (e.g., brand affiliate agreement).

7.2. All Branded Content must comply with all other rules concerning User Content contained herein and must include clear and conspicuous language indicating the commercial nature of such content (e.g., "ad," "promoted content," "sponsored").

7.3. You are responsible for ensuring that Branded Content complies with all applicable laws and regulations, including all advertising laws and, where applicable, Federal Trade Commission ("FTC") regulations including the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising.

7.4. We prohibit the promotion of the following goods, services, or brands through Branded Content: (i) illegal products or services; (ii) tobacco products, vaporizers, electronic



cigarettes, or any other products that simulate smoking or are related thereto; (iii) drugs and drug-related products, including illegal or recreational drugs; (iv) health and wellness supplements; (v) pharmaceutical and medicine-related products or services; (vi) weapons, ammunition, or explosives, or products or services related thereto; (vii) adult products or services; (viii) financial products, including loans, investment services, cryptocurrency, and other financial-related products and services; (ix) multilevel marketing; (x) controversial political or social issues or crises in an exploitative manner for commercial purposes; (xi) gambling products and services (including state lotteries, casinos, sports betting, and other gambling); (xii) goods, services, or brands which would otherwise violate the content standards set forth herein or are subject to age, geographical, or authorization requirements under applicable law; and (xiii) goods, services, or brands which, in our sole opinion, are likely to cast into disrepute, reflect unfavorably upon, or otherwise harm our public image or business reputation.

7.5. As with other User Content, Coldest River assumes no responsibility or liability for Branded Content. You are solely responsible for Branded Content and the consequences of using, submitting, disclosing, storing, or transmitting it, including, without limitation, any errors or omissions therein or any infringement of third-party rights. You expressly agree to defend, indemnify, and hold Coldest River harmless from any and all responsibility arising from your Branded Content, and to refrain from taking any legal action against Coldest River regarding your Branded Content.

## **8. SUBSCRIPTIONS**

8.1. This Section applies to your purchase of a paid subscription to the Services (a “Subscription”), in addition to all other terms and conditions contained herein.

8.2. You must be at least 18 years of age, or the age of majority in your state or territory of residence, to purchase a Subscription.

8.3. When purchasing a Subscription, you may be presented with different plans or options (each a “Service Tier”). Different Service Tiers or other offerings or add-ons may be subject to differences in pricing, usage rules, eligibility, restrictions, features, and device availability. Service Tiers that are described as “no ads” or “ad-free” are generally free of commercial interruptions, with certain exceptions that may change from time to time, including where: (i) rights or other limitations require certain Service Content or User Content to contain ads; or (ii) ads are served within or otherwise form part of User Content. Additionally, “no ads” or “ad-free” Service Tiers may contain limited promotional content, such as brief clips about our Services, and branded content, product integrations, or sponsorship messaging.

8.4. Your Subscription includes enrollment into an ongoing/recurring payment plan. Your Subscription will automatically renew at the end of the disclosed billing period, unless cancelled in accordance with the instructions for cancellation below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled. When you provide a payment method, we may attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. Your “billing period” is the interval of time between each recurring billing date and corresponds to the term of your Subscription. If you change your Service Tier or obtain certain other offerings, such as add-ons, we may prorate your charges accordingly during the applicable billing period. To see your next recurring billing date, log in to your account and manage billing at: <https://app.freshbakedpresents.com/account/billing>. You acknowledge that the timing of when you are billed may vary, including (i) if your Subscription began on a day not contained in a given month; or (ii) due to credits applied, payment failures, or changes in your Subscription or payment method. We reserve the right to change our pricing. In the event of a price change, we will attempt to notify you in advance of the change by sending an email to the email address you have registered for your account. If you do not wish to accept a price change, you may cancel your Subscription in accordance with the instructions included in that email and below. If you do not timely cancel your Subscription, your Subscription will be renewed at the price in effect at the time of the renewal, without any additional action by you, and you authorize us to charge your payment method for these amounts. We will not be able to notify you of any changes in applicable taxes. You are responsible for all third-party Internet access charges and taxes in connection with your use of the Services. Please check with your Internet provider for information on possible Internet data usage charges.

8.5. You authorize us or our authorized vendor(s) to store your payment information and use it in connection with your Subscription as described herein. You are responsible for keeping your payment details up-to-date by changing the details in your account settings. When your details change or are due to expire, we may obtain or receive from your payment provider updated payment details including your card number, expiry date, and CVV (or equivalent). This enables us to continue to provide you access to the Services. You authorize us to continue to charge your card using the updated information. In the event of a failed attempt to charge your primary payment method (e.g., if your payment method has expired), we reserve the right to retry billing your payment method or, where you have consented, to use any other stored payment method associated with your account. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your Subscription.

You will remain responsible for any amounts you fail to pay in connection with your Subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also agree that we may charge your payment method on file if you decide to restart your Subscription to any of the Services.

8.6. You acknowledge and agree that all payments made for your Subscription are non-refundable, and no refunds or credits will be provided for any amounts that have already been billed, regardless of usage or cancellation of your Subscription. BY SUBSCRIBING TO THE SERVICES, YOU AUTHORIZE RECURRING PAYMENTS IN ACCORDANCE WITH THE SUBSCRIPTION PLAN YOU HAVE SELECTED. YOU FURTHER AGREE THAT INITIATING A CHARGEBACK OR OTHERWISE REVERSING A PAYMENT THROUGH YOUR CREDIT CARD PROVIDER OR OTHER PAYMENT METHOD IS STRICTLY PROHIBITED AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT. In the event you initiate a chargeback, we reserve the right to immediately suspend or terminate your access to the Platform and Services at our sole discretion. Should you breach this provision by initiating a chargeback, you will remain responsible for the full amount challenged, as well as any and all attorneys' fees, costs, and other fees incurred by us in addressing the chargeback, in addition to any other remedies available to us under these Terms or applicable law.

8.7. You may not share your Subscription with any other person. We may, in our sole discretion, analyze the use of your account to determine compliance with these Terms. If we determine, in our sole discretion, that you have violated these Terms, we may limit or terminate access to the Platform, Services, Service Content, and/or your Subscription, and/or take any other steps as permitted by these Terms.

## 9. **ONLINE PURCHASES**

9.1. This Section applies to all purchases through the Platform or other transactions for the sale of goods ("Products"), formed through the Platform or as a result of visits made by you. You may only purchase Products for your personal, residential use. Products made available for purchase on or through the Platform are not for commercial, competitive, or industrial use, including, without limitation, purchases of Products for business, institutional, or other similar uses or purposes.

9.2. You agree that your order is an offer to buy, under these Terms, all Products listed in your order. All orders must be accepted by us or we will not be obligated to sell any Products. We may choose not to accept any orders in our sole discretion. After having received your order, we may send you a confirmation email with your order number and details of the Products you have ordered. Acceptance of your order and the formation of the contract of sale between

Coldest River and you will not take place unless and until you have received your order confirmation email.

9.3. The price for Products available for purchase on or through the Platform will be displayed to you on the Platform. The prices displayed do not include taxes or any other applicable fees, including, without limitation, any shipping, handling, insurance, customs, duties, or recycling fees. Any applicable taxes or fees will be communicated to you before you place an order. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

9.4. Coldest River is not a bank, credit union, payment processor, or other financial institution. As such, the Platform currently uses third parties to process payments for transactions consummated through the Platform ("Payment Processors"). By utilizing the Platform to purchase Products, you authorize a Payment Processor to charge your credit card or other payment method. Our third-party Payment Processors accept payments through various credit cards, as detailed on the applicable payment screen. Transactions processed via the Platform may also be subject to the terms and conditions of the applicable Payment Processor. Financing, should it become available, will be subject to additional terms and conditions. You represent and warrant that: (i) the credit card and/or other payment information you supply to such third-party payment processors is true, correct, and complete; (ii) you are duly authorized to use such credit card or other payment information for the purchase; (iii) charges incurred by you will be honored by your credit card company or other financial institution; and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. Coldest River is not responsible for any errors by the Payment Processor.

9.5. If applicable, we will arrange for the shipment of Products to you. You will pay all shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon delivery of the Products to the carrier at the place of shipment. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. You are responsible for filing any claims with carriers for damaged or lost shipments.

9.6. Occasionally and from time to time, we may offer qualified consumers "discount codes," "promo codes," "coupon codes," "gift codes" or "offer codes" through a range of advertisements, promotional programs, and other communications efforts (collectively referred to herein as "offer codes") that are redeemable towards purchase(s) on our Platform. These offer codes are available only while supplies last and may be subject to certain product and minimum price exclusions or any other restrictions as may be determined and communicated by us in our sole discretion. Only valid offer codes provided or promoted by us will be considered valid and

honored at checkout. Codes supplied or promoted by third parties unauthorized by us (including any unauthorized third-party websites) will not be honored and are not considered valid. Each offer code is non-transferable and valid for single use on an item (or items) as determined by us. Offer codes may not be combined with any other offer codes or promotional activities, are valid only on full-priced products unless stated otherwise. Offer codes will not be honored on any items that are marked as “Closeout” or “Final Sale” unless stated otherwise, and may not be used in conjunction with any other promotional programs. Customers are limited to the use of a single offer code per order. The code must be entered in the ‘discount code’ or similar field at checkout. We do not accept responsibility for lost, stolen, or corrupted offer codes or any unauthorized use of offer codes. Offer codes cannot be redeemed for cash or any cash equivalent; no substitutions, “rain checks,” or credits allowed. Expiration dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged, or expired, and where prohibited.

9.7. WE OFFER NO REFUNDS, RETURNS, OR EXCHANGES ON ANY PRODUCT.

## 10. **UPDATES**

10.1. Coldest River continually works to improve the quality of its products and services. Consequently, Coldest River reserves the right to modify, amend, or update the Platform and/or Services as it deems appropriate from time to time. To the extent necessary, we will communicate with you about these updates through the Platform or via other acceptable communication methods.

## 11. **ELECTRONIC COMMUNICATIONS**

11.1. When you use the Platform or Services, or send e-mails to us, you are communicating with us electronically. You consent to receive electronic communications from us. We will communicate with you by email or by posting notices on the Platform. You agree that all notices, disclosures, and other communications that we provide to you electronically, via email or through the Platform, shall satisfy any legal requirement that such communications be in writing.

## 12. **DISCLAIMER OF WARRANTIES**

12.1. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM, SERVICES, AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE PLATFORM, SERVICES, AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, COLDEST RIVER DISCLAIMS ANY AND ALL WARRANTIES

INCLUDING ANY: (i) WARRANTIES THAT THE PLATFORM, SERVICES, OR SERVICE CONTENT WILL MEET YOUR REQUIREMENTS; (ii) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE PLATFORM, SERVICES, OR SERVICE CONTENT; (iii) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (iv) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES OR REFERENCED IN THE PLATFORM, SERVICES, OR SERVICE CONTENT; (v) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, SERVICES, OR SERVICE CONTENT; (vi) WARRANTIES THAT YOUR USE OF THE PLATFORM, SERVICES, OR SERVICE CONTENT WILL BE SECURE OR UNINTERRUPTED; AND (vii) WARRANTIES THAT ERRORS IN THE PLATFORM, SERVICES, OR SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COLDEST RIVER OR A COLDEST RIVER AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

### **13. LIMITS ON OUR LIABILITY**

13.1. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COLDEST RIVER, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO ACCESS OR USE THE PLATFORM, SERVICES, OR SERVICE CONTENT OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES IN CONJUNCTION WITH THE PLATFORM, SERVICES, OR SERVICE CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COLDEST RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, SERVICES, OR SERVICE CONTENT IS TO STOP USING THE PLATFORM, SERVICES, OR SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS OR SERVICES RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR SERVICE CONTENT OR ANY LINKS PLACED IN OUR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD PARTY OR CONDUCT OF A THIRD PARTY USING OUR SERVICES.

13.2. Access to the Platform, Services, Service Content, and your information may be available through a compatible mobile device, Internet, and/or network access and may require the use of third-party software. You agree that you are solely responsible for these requirements, including any applicable charges, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider. COLDEST RIVER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

13.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL COLDEST RIVER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE EXPRESSLY REQUIRED BY APPLICABLE LAW) EXCEED THE LESSER OF: (i) THE TOTAL AMOUNT YOU PAID TO COLDEST RIVER OVER THE PRECEDING TWELVE (12) MONTHS; OR (ii) FIVE HUNDRED DOLLARS (\$500.00). FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE PLATFORM, SERVICES, SERVICE CONTENT, OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

#### 14. **INDEMNIFICATION**

14.1. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM, SERVICES, AND SERVICE CONTENT AND ANY LINKED WEBSITES. YOU AGREE TO INDEMNIFY AND HOLD COLDEST RIVER AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, PRINCIPALS, AGENTS, REPRESENTATIVES, AND AFFILIATES, TOGETHER WITH THEIR PREDECESSORS AND SUCCESSORS IN INTEREST, ASSIGNS AND HEIRS (COLLECTIVELY REFERRED TO AS THE "COLDEST RIVER INDEMNITEES"), HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, LIABILITIES, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF, OR IN CONNECTION WITH: (i) YOUR USE OF THE PLATFORM, SERVICES, OR SERVICE CONTENT; (ii) ANY ACTUAL OR ALLEGED VIOLATION OR BREACH BY YOU OF THESE TERMS; (iii) ANY ACTUAL OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT YOU HAVE MADE TO US; (iv) YOUR ACTS OR OMISSIONS; OR (v) YOUR USER CONTENT (COLLECTIVELY REFERRED TO AS "CLAIMS"). COLDEST RIVER RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIMS. YOU AGREE TO COOPERATE IN GOOD FAITH AS REQUESTED BY COLDEST RIVER IN THE DEFENSE OF ANY CLAIMS.

## **15. TERMINATION**

15.1. We reserve the right in our sole discretion and at any time to terminate or suspend your Account and/or block your use of the Platform, Services, and/or Service Content for any or no reason. You agree that Coldest River is not liable to you or any third party for any termination or suspension of your account or for blocking your use of the Platform, Services, or Service Content.

15.2. Any suspension or termination shall not affect your obligations to us under these Terms. The provisions of these Terms which by their nature should survive the suspension or termination of your account or these Terms shall survive, including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, and limitations on liability.

## **16. AMENDMENTS; ADDITIONAL TERMS**

16.1. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Platform or Services or to modify these Terms. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Platform or Services generally, unique to the Platform or Services, or both ("Additional Terms"). To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

16.2. Modifications to these Terms or Additional Terms will be effective immediately upon notice, either by posting them to the Platform or Services or through notification by email. It is your responsibility to review the Terms from time to time for any changes or Additional Terms. Your access and use of the Platform or Services following any modification of these Terms or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms or to any Additional Terms, you must immediately discontinue use of the Platform or Services and, if applicable, terminate your account.

## **17. LEGAL COMPLIANCE**

17.1. Please be advised that Coldest River has not tailored the Platform or Services to comply with any industry-specific regulations (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.). If your online interactions with the Platform or Services are subject to such laws, you are solely responsible for compliance with those laws and Coldest River has no responsibility



for your compliance. By using the Platform or Services, you agree you will not use the Platform or Services in any way that violates any applicable federal, state, or local laws.

17.2. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **18. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER**

18.1. PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE CLAIMS WITH COLDEST RIVER AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

18.2. Any dispute, claim or controversy of any nature, including tort and statutory claims, among the parties in any way arising out of or relating to these Terms, the Privacy Notice, data privacy, data security, and/or the Platform, Services, or Service Content (“Dispute”) shall be finally resolved by and through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any other Federal, state or municipal law of arbitration administered by the American Arbitration Association (“AAA”) by a sole arbitrator or in small claims court. If you are an individual, then the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect will apply. If you are a business or legal entity other than an individual, then the arbitration will be administered by AAA in accordance with the AAA’s Commercial Rules then in effect. The AAA rules are available at [www.adr.org](http://www.adr.org). Notwithstanding the foregoing, in any conflict between the AAA’s rules and these Terms, the Terms will govern. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

18.3. For any Dispute, the place of Arbitration shall be in Cincinnati, Ohio.

18.4. The cost of the arbitration proceeding, including, without limitation, each party's reasonable attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.

18.5. WAIVER OF CLASS OR CONSOLIDATED ACTIONS ("CLASS ACTION WAIVER"). YOU AND COLDEST RIVER EACH AGREE THAT YOU MAY ONLY BRING CLAIMS IN YOUR INDIVIDUAL CAPACITY ON YOUR OWN BEHALF, AND NOT IN ANY REPRESENTATIVE CAPACITY OR ON BEHALF OF ANY CLASS OR PURPORTED CLASS, AND NO PROCEEDINGS COMMENCED HEREUNDER MAY BE JOINED WITH OR INCLUDE ANY OTHER PARTIES, OR CLAIMS BY OTHER PARTIES (WHETHER REPRESENTATIVE, MASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION). To the extent permitted by law, each party agrees that this limitation includes, but is not limited to, precluding each party from pursuing any claim for public injunctive relief, whether in arbitration or court. If we believe that any claim you have filed is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver.

18.6. ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. ANY DISPUTES YOU MAY HAVE AGAINST COLDEST RIVER OR ANY COLDEST RIVER INDEMNITEE, AND ANY OF THEIR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, YOU HEREBY AGREE TO BIFURCATE AND ARBITRATE AGAINST THEM INDIVIDUALLY IN CINCINNATI, OHIO. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU AND COLDEST RIVER AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND ANY COLDEST RIVER INDEMNITEE AND THEIR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS. FURTHER, YOU WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

18.7. THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO.

18.8. WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 17 BE STRICKEN FROM THESE TERMS OR DEEMED OTHERWISE

INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 17 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND ANY AND ALL DISPUTES SHALL PROCEED IN THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

## 19. MISCELLANEOUS

19.1. **Links.** You may link to the Platform and Service Content provided that you do so in a way that is fair, legal, and does not seek to damage or exploit our reputation. You must not establish a link in such a way that suggests, either directly or implicitly, any form of association, approval, or endorsement on our part where none exists. Additionally, you may only link from a website or platform that you own that complies with these Terms. We may withdraw linking permission at any time and without notice.

19.2. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19.3. **Assignment.** You shall not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 19.3 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

19.4. **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Coldest River.

19.5. **No Third-Party Beneficiaries.** Except as explicitly stated herein, these Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

19.6. **Complete Agreement.** The Terms, our Privacy Notice, and any Additional Terms constitute the entire agreement between you and Coldest River relating to the Platform and Services and supersede all prior or contemporaneous understandings regarding such subject matter. No collateral agreements, amendments, or modifications of these Terms will be binding unless in writing and signed by Coldest River.

19.7. **Choice of Law.** These Terms will be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions other than those that would permit the application of Ohio law.

19.8. **Severability.** If for any reason a court of competent jurisdiction finds any of the Terms, provisions, or portion thereof, to be unenforceable or invalid, the validity of the remaining provisions of these Terms shall continue in full force and effect. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

## 20. **COPYRIGHT INFRINGEMENT NOTIFICATIONS**

20.1. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. Copyright Law. If you believe in good faith that materials available on the Platform, Services, or Service Content infringe your copyright, you (or your agent) should send us a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly submitted a notice to us under this paragraph, then you should send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details.

20.2. If you believe that your work has been improperly copied and posted on the Platform, Services, or Service Content, then please provide us with the following information: (1) name, address, telephone number, email address, and an electronic or physical signature of the copyright owner or of the person authorized to act on his or her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) the applicable Platform, Services, or Service Content and a description of where the material that you claim is infringing is located within such Platform, Services, or Service Content; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give us legally sufficient notice of infringement.

20.3. Notices and counter-notices should be sent to:

Murphy Landen Jones PLLC  
Attn: DMCA Agent  
2400 Chamber Center Drive  
Suite 200  
Fort Mitchell, KY 41017

20.4. Details about the DMCA are available at <https://www.copyright.gov/onlinesp/>.

## 21. **CONTACT INFORMATION**

21.1. For general inquiries, complaints, questions, or claims concerning the Platform, Services, or these Terms, please contact us via email at [info@coldestriver.software](mailto:info@coldestriver.software) or via telephone at (502) 501-7258.

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