

Inviting Foods LLC

Terms and Conditions

Effective June 1, 2016

By accessing and browsing any Inviting Foods website (including, without limitation, mobile websites) or using any mobile app on which these terms reside (collectively the "Platform"), you accept, without limitation or qualification, the terms, conditions, policies and notices contained on this page (the "Terms") including, but not limited to, conducting this transaction electronically, disclaimer of warranties, damage and remedy exclusions and limitations, and a choice of Illinois law.

Inviting Foods may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent your use of this Platform with or without notice to you. You agree that you do not have any rights in this Platform and that Inviting Foods will have no liability to you if this Platform is discontinued or your ability to access the Platform or any content you may have posted on the Platform is terminated. Upon the termination of this agreement, you shall cease all use of the Platform. You further agree that Inviting Foods will not be liable for any modification or suspension of the Platform.

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.

Grant of License. The Platform, including the software (including, without limitation, software, code, files, images, contained in or generated by the software, accompanying data, Boot ROM code and other embedded software), Platform updates, documentation and any accompanying fonts, whether in read-only memory, on any other media or in any other form are licensed to you by Inviting Foods subject to these Terms. Neither title nor any intellectual property rights are transferred to you, but rather remain with Inviting Foods, who owns full and complete title, and Inviting Foods reserves all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to Inviting Foods's intellectual property rights in the Platform and do not include any other patents or intellectual property rights. You have permission to use the Platform on one device at a time. You may not make the Platform available over a network where it could be used on multiple devices at the same time. These Terms do not grant you any rights to use Inviting Foods proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Platform. These Terms do not entitle you to receive and does not obligate Inviting Foods to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Platform.

This Platform is operated on behalf of Inviting Foods for your personal entertainment, information, education, and communication. Please feel free to browse the Platform. You may download material on the Platform only for personal, non-commercial use, and you must retain all copyright and other proprietary notices contained in the materials. Notwithstanding the foregoing, you may not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, re-post, create derivative works from, transfer, sell or otherwise use the Content (as defined below) of the Platform, including the text, images, audio, or video, for any purposes, without Inviting Foods's prior written permission.

Change of Terms. 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/init>

Infringement Claims. Inviting Foods investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). Inviting Foods's Designated Agent to receive notifications of claimed copyright infringement is:

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

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner or 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.

Intellectual Property Ownership. The content or other materials on the Platform including, but not limited to, all text, audio, images and other materials or elements (collectively the "Content") are owned and copyrighted by Inviting Foods and its licensors with all rights reserved. Assume that everything you see or read on the Platform is protected by copyright and owned by Inviting Foods unless otherwise noted, and may not be used except as expressly provided in these Terms without Inviting Foods's prior written permission. Inviting Foods does not warrant or represent that your use of Content displayed on the Platform will not infringe the rights of third parties not owned by or affiliated with Inviting Foods.

No Unauthorized Use of Images. Images of people or places displayed on the Platform are either the property of, or used with permission by, Inviting Foods. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademarks. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Platform are registered and unregistered Trademarks used by Inviting Foods, or other third parties. Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Platform without the written permission of Inviting Foods or such third party that may own the Trademarks displayed on the Platform. Your use of the Trademarks or any other content on the Platform is strictly prohibited, except as specifically authorized in these Terms. You are advised that Inviting Foods will aggressively enforce its intellectual property rights to the fullest extent of the law, including, when appropriate in its discretion, the seeking of criminal prosecution.

Representations, Disclaimer of Warranties, and Limitations of Liability. Inviting Foods uses reasonable efforts to include accurate and up to date information in the Platform; however, Inviting Foods makes no warranties or representations as to its accuracy. Inviting Foods assumes no liability or responsibility for any errors or omissions in the content of the Platform. Inviting Foods makes no representations about the reliability of the features of this Platform, the Content, User Content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such materials or systems will be at your own risk.

Your use of the Platform is at your own risk. Neither Inviting Foods nor any other party involved in creating, producing, or delivering the Platform is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Platform. Without limiting the foregoing, everything on the Platform is provided to you "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL INVITING FOODS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM, NOR SHALL INVITING FOODS BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND INVITING FOODS'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL INVITING FOODS OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, EVEN IF INVITING FOODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. For the avoidance of doubt, Inviting Foods also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to use of, or browsing in the Platform or your downloading of any materials, data, text, images, video, or audio from the Platform.

BY ACCESSING THIS PLATFORM, REGISTERING WITH THIS PLATFORM AND/OR ACCEPTING ANY INFORMATION FROM THIS PLATFORM YOU AGREE TO INDEMNIFY, DEFEND AND HOLD INVITING FOODS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE PLATFORM OR THE CONTENT;(D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) ANY DISPUTE BETWEEN YOU AND ANOTHER USER OF THE PLATFORM; (G) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD; OR (H) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN INVITING FOODS'S DEFENSE OF ANY CLAIM. INVITING FOODS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF INVITING FOODS.

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, non-confidential 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, concepts, know-how, or techniques contained in any communication you send to the Platform for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Links. Inviting Foods has not reviewed all of the sites that may be linked to the Platform and is not responsible for the content of any off-site pages. Such links are provided for your convenience only, and are not express or implied warranties, endorsements or approvals by Inviting Foods of any products, services, advice or information available from such sites. Viewing all other sites is at your own risk.

Postings. From time to time on certain areas of our Platform you may be able to submit written posts and certain other materials (“User Content”). Inviting Foods is under no obligation to monitor any posting or transmission of User Content to or about the Platform and assumes no responsibility or liability arising from the content of any such posting or transmission nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein or related thereto. By using the Platform’s features, you agree that you will not engage in any of the following activities on the Platform:

- Uploading, posting or otherwise transmitting any unlawful, harassing, threatening, libelous, defamatory, harmful, tortious, obscene, scandalous, inflammatory, racist, pornographic, violent, profane or otherwise objectionable or inappropriate material (as determined by Inviting Foods) or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- 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 functionality of any computer software or hardware or telecommunications equipment, or otherwise adversely affect the operation of the Platform or a feature of the Platform.

Inviting Foods does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Inviting Foods without the prior review and written approval of Inviting Foods.

Inviting Foods will fully cooperate with any law enforcement authorities or court order requesting or directing Inviting Foods to disclose the identity of anyone posting any such information or materials.

You further understand and agree that you have no ownership rights to any account you may have with us or other access to the Platform or features therein. Inviting Foods may cancel your account and delete all User Content associated with your account at any time, and without notice, if Inviting Foods deems that you have violated these Terms, the law, or for any other reason. Inviting Foods assumes no liability for any information removed from our Platform, and reserves the right to permanently restrict access to the Platform or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Platform, you hereby grant to Inviting Foods a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for

use on other media or platforms known or hereinafter developed. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Platform and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

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.

Location Based Services: This Platform may use location-based services to locate you. If you choose to use the location-based services portion of this Platform, you consent to Inviting Foods and/or its third party provider accessing your approximate or exact location. You also grant Inviting Foods permission to use this information to improve its products or to provide services or technologies to you, as well as to provide advertising content in which Inviting Foods believes you may be interested, including working with third parties who provide targeted advertising content. For more information, please see the [Inviting Foods Ads and Tracking disclosure](#).

App Platform Users. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform. Inviting Foods may, at its discretion, automatically download Platform updates to your device from time to time. You agree to accept these Platform updates, and to pay for any costs associated with receiving them. The Platform may not work with all devices or all mobile carriers. Inviting Foods makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

Users of the Apple Platform. If you download and use our iPhone or iPad App: You, the end-user of this Platform, acknowledge that this agreement is entered into by and between Inviting Foods and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Platform and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this agreement. You acknowledge that Apple,

Inc. has no obligation whatsoever to maintain or support the Platform. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). This agreement incorporates by reference the Licensed Application End User License Agreement (the “LAEULA”) published by Apple, Inc. (located online at: <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the Platform is considered the “Licensed Application” as defined in the LAEULA and Inviting Foods is considered the “Application Provider” as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this agreement shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Platform (including, without limitation, a third party claim that the Platform infringes that third party’s intellectual property rights) or your use or possession of the Platform, including but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

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.

All TM and [®] are trademarks of their respective owners. © Inviting Foods LLC, 2016