



BOBAK'S®

A TRADITION SINCE 1967

Terms and Conditions

Revised and Updated: April 2020

Welcome to **Bobak Sausage Co** Terms of Use and Conditions of Purchase Page (these “Terms”).

THESE TERMS ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS. PLEASE CAREFULLY READ THESE TERMS OF USE AND CONDITIONS OF PURCHASE BEFORE PLACING AN ORDER.

Note that Section 14 of these Terms contains a mandatory arbitration provision that requires each of us to use of binding arbitration on an individual basis and limits the remedies available to us in the event of certain disputes. By agreeing to these terms, each of us is giving up our right to bring our disputes before a jury or as a member of class action.

By accessing or using the services provided by Bobak Sausage Co, LLC or our subsidiaries or other affiliates (collectively, “Bobak Sausage Co,” “we,” “us” or “our”) through our websites, blogs and/or mobile applications (collectively, the “Sites” and together with such services, the “Services”) you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Services in any way or order, receive or use the meat or other products made available through the Services (collectively, the “Product(s)”). If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

Bobak Sausage Co reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will provide notice of such changes, such as by sending you an email notification or providing notice through the Sites. By continuing to access or use the Services in any way after such notice has been provided, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Services or order, receive or use the Products. If you do not agree to the revised Terms, you are free to reject them, but in that case you may not access or use the Services or order, receive or use the Products.

- **1 Privacy Policy.** Please refer to our Privacy Policy, available at <https://www.Bobak.com/privacy-policy/> (“Privacy Policy”) for information about how we collect, use and disclose information about you. If you are a California Resident, please see additional privacy disclosures at <https://www.Bobak.com/ccpa-privacy-policy/>
- **2 Eligibility.** The Services are not targeted toward or intended for use by anyone under the age of 18. By using the Services, you represent and warrant that you (a) are 18 years of age or older, (b) are a legal resident of the United States, (c) have not been previously suspended or removed from the Services, or engaged in any activity that could result in suspension or removal from the Services, (d) do not have more than one Bobak Sausage Co account, and (e) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

- **3 Registration, Account and Communication Preferences.** In order to access and use certain areas of the Sites or features of the Services, you will need to register for a Bobak Sausage Co account. By creating an account, you agree to (a) provide accurate, current and complete account information, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Services or your account. By creating a Bobak Sausage Co account, you also consent to receive electronic communications from Bobak Sausage Co (e.g., via email or by posting notices to the Sites). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

- **4 Terms of Sale.**
 - **4.1 Subscriptions.**
 - **(a) PLANS.** Bobak Sausage Co is a subscription service where we offer various subscription plans for the recurring delivery of our Products (each purchase of any such plan, a “Subscription”) and may offer add-on or one-time Products for sale. Our Product offerings and available Subscription plans are described on our website and mobile application, as applicable, at the time of purchase, and are subject to change at any time prior to purchase.
 - **(b) AUTOMATIC RENEWAL OF SUBSCRIPTION.** WHEN YOU PURCHASE A MONTHLY SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) BOBAK SAUSAGE CO (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A MONTHLY BASIS FOR THE PRICE OF YOUR CHOSEN SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES SET FORTH DURING THE PURCHASE PROCESS) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, AND (B) YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR TERMINATE THE SUBSCRIPTION. INSTRUCTIONS FOR CANCELING YOUR SUBSCRIPTION ARE DESCRIBED IN SECTION 4.1(c) BELOW. THE INITIAL MONTHLY RECURRING CHARGES FOR YOUR SUBSCRIPTION WILL BE SET FORTH DURING THE PURCHASE PROCESS. THE AMOUNT YOU ARE CHARGED MAY VARY DEPENDING ON THE PREFERENCES YOU SELECT, AND WE MAY ADJUST SUCH

RECURRING CHARGES FROM TIME TO TIME IN ACCORDANCE WITH SECTION 4.4 BELOW.

- **(c) CANCELLATION POLICY.** YOU MAY CANCEL YOUR MONTHLY SUBSCRIPTION AT ANY TIME PRIOR TO THE ORDER INVOICE DATE BY EMAILING marketing@Bobak.com. IF CANCELLATION OCCURS AFTER THE INVOICE DATE THE CANCELLATION REQUEST WILL BE PROCESSED FOR THE NEXT SCHEDULED INVOICE. YOU ARE RESPONSIBLE FOR ALL CHARGES (INCLUDING ANY APPLICABLE TAXES AND OTHER CHARGES) INCURRED WITH RESPECT TO ANY ORDER PROCESSED PRIOR TO THE CANCELLATION OF YOUR MONTHLY SUBSCRIPTION.

- **4.2 Gifts.** You may have the ability from time to time to purchase Subscriptions for other people through the Services (“Gifts”). Gifts are not refundable or redeemable for cash, unless required by applicable law. Gifts must be redeemed for purchases through the Services in accordance with our then-current procedures for redemption, which may require the recipient to create their own account and agree to these Terms in order to redeem the Gift. GIFTS THAT ARE MONTHLY SUBSCRIPTIONS ARE SUBJECT TO THE AUTO RENEWAL TERMS IN 4.1(b) AND THE CANCELLATION POLICY IN 4.1(c).

- **4.3 Payment and Billing Information.** By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third party payment processor) to charge your payment method for all charges you incur for the purchase of any Subscriptions or other Products (including any applicable taxes and other charges) (each such purchase, an “Order”). You are responsible for, and agree to pay, all such charges. If we or our third party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: cancel or suspend any undelivered portion of your Orders, make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us. You will remain responsible to pay all applicable charges for all Orders. You agree to provide and keep current a valid payment method. However, your failure to do so shall not constitute cancellation of any Order. In the event you want to change or update payment information associated with your Bobak Sausage Co account, you can do so at any time by logging into your account and editing your payment information.

- **4.4 Pricing and Availability.** All prices shown via the Services are in U.S. dollars. Any applicable taxes and other charges, if any, are additional. We reserve the right to change our Subscription and other Product offerings, and to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your then-current Subscription(s), we will provide advance notice of such changes via one of the means described in Section 3. We will not, however, be able to notify you of changes in any applicable taxes prior to such changes becoming effective. The shipment of Products to

you after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your subscription(s) in accordance with the cancellation policy set forth in Sections 4.1(c).

- **4.5 Substitutions.** All of our Products are subject to availability, and we reserve the right to impose quantity limits on any Order, to reject all or part of an Order, to discontinue offering certain Products and to substitute Products (including, but not limited to, specific ingredients or entire shipments) without prior notice. We strive to provide you with high-quality Products, and given the perishable nature of certain Products and market conditions beyond our control, we may be required to make substitutions from time to time. If you are not satisfied with a substitution, please contact us at support@Bobak Sausage Co .com.

- **4.6 Taxes.** We will collect applicable sales tax on Products shipped to the states for which we determine we have a duty to collect sales tax. If an item is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

- **4.7 Shipping and Handling.** You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. Generally, shipping is handled by FedEx and UPS, however we reserve the right to use other shipping couriers as needed. Actual delivery dates may vary. You agree that you will not obtain, or direct shipment of, a Product for export. All Products purchased from us are made pursuant to a shipment contract.

- **4.8 Deliveries.** You are responsible for inspecting all Products you receive from us for any damage or other issues upon delivery. In addition, you are solely responsible for determining the freshness of the Products you receive. You should always inspect your delivery to confirm that the ingredients arrive in a cool, refrigerated condition. We recommend that you use a thermometer to ensure that the temperature zone within the container in which any meat, poultry or seafood Product is located is 40° F or below. In the unlikely event that such temperature zone is above 40° F, or you have any other reason to believe that any other Product in your delivery is not suitable for consumption, contact us at Marketing@Bobak Sausage Co .com (attaching photos of the item(s)) and discard the item(s). To maintain the quality and integrity of the Products, we recommend that you immediately refrigerate all perishable Products upon delivery and follow the U.S. Department of Agriculture's ("USDA") instructions on refrigeration and food safety, which can be found [here](#). From the time of delivery, the condition and consumption of the Products are solely at your risk, and you are solely responsible for the proper and safe washing, handling, preparation, storage, cooking, use and consumption of the Products following delivery. We recommend that you follow the USDA's instructions on safe food handling, which can be found [here](#). We also recommend that all cooking instructions be followed and that you use a food thermometer to ensure that all meat,

poultry, seafood and other applicable items are cooked to the USDA's recommended internal temperatures, which can be found [here](#). Failure to follow safe food handling practices and temperature recommendations may increase the risk of foodborne illness. In addition, pregnant women, young children, the elderly and individuals with compromised immune systems should follow the U.S. Food and Drug Administration's recommendations on food consumption for at-risk groups, which can be found [here](#). If you are not at home when your delivery arrives, the courier will generally leave the package for you at your door. Our ingredients are flash frozen at the peak of freshness and individually packaged and labeled. The ingredients are placed inside a reusable insulated shopping tote and tucked into a box that has a liner to keep the contents cold. All of our boxes are packaged with a specific amount of dry ice. The amount of dry ice is carefully calculated based on your geographic location/guaranteed courier delivery time. When retrieved on the guaranteed delivery date, the dry ice may be completely evaporated. Your order will typically remain cold and fresh for several hours, but depending on the season and temperature in your geographic area at the time of delivery, advance planning by you should be made for proper storage of your ingredients prior to consumption. In certain areas, you may be able to provide additional delivery instructions when setting up your Bobak account, such as requesting that your delivery be left with a doorman or neighbor. Any individual at the delivery address who accepts a delivery from us is presumed to be authorized to receive such delivery. In cases in which you have designated an alternative receiver, such person shall accept the delivery under all of the same terms and conditions that would apply had you accepted the delivery yourself. In the case of inclement weather or other events beyond our control that interfere with our ability to deliver your Order, we will attempt to deliver your Order as soon as reasonably possible. In the event of a courier delay, please inspect the contents carefully and email Marketing@bobak.com immediately with any concerns (attaching photos for review). In some cases, delivery may occur prior to the scheduled delivery date. In the event that timely delivery of your ingredients is not feasible, we will cancel your delivery for the period so affected and issue you a credit or refund of the purchase price for that delivery.

- **4.9 No Resale.** You are not permitted to resell or otherwise use the Products for commercial purposes.
- **4.10 Returns and Refunds.**
- **(a) Standard Return/Refund Policy.**
- **(i) We are shipping perishable Product and **therefore are not able to accept returns.**** Unlike items that have a longer shelf life, items that are perishable cannot be restocked or resold.
- **(ii) If you are not completely satisfied with your Bobak Sausage Co package for good reason, please contact Marketing@bobak.com within seven (7) days of receipt. We will happily review your order and any reported issues and offer an appropriate resolution which may include replacement of the Product in question, credit towards your next box, or a partial/full refund. Since we are not able to physically access the product, we may ask that you provide photos of the Product label and damage reported.**

- **(iii)** We guarantee delivery to the address provided when the order is placed/shipped and when retrieved on the guaranteed delivery date.
- **(iv)** Due to the perishable nature of our Product, we cannot guarantee the condition of the delivery if the address is incorrectly entered, if a change of address isn't updated prior to the invoice date, if an address is altered while in transit, or if you are unable to retrieve the order on the guaranteed delivery date and did not notify us prior to the order being invoiced.
- **(v)** When placing your order, please enter your shipping address carefully to ensure accuracy and review your receipt/account for any errors. If you enter the shipping address incorrectly when the order is placed, please email Marketing@bobak.com immediately for correction. Should your shipping address change, please update your address prior to the invoice date either via your account or by writing to Marketing@bobak.com.
- **(vi)** If your order is returned to us because of an incorrect address provided or refusal of delivery when shipped according to our terms and conditions, we must dispose of the contents and you will not be refunded. In the event an order is delivered late due to an incorrect address or if you are unable to retrieve on the delivery date without prior notification and thawing/damage occurs, you will not be refunded. If you would like an order that was improperly addressed or not retrieved on the guaranteed delivery date reshipped, you will be charged 50% of the cost for the replacement shipment.
- **(b)** Return/Refund Policy for Cancelled Orders. You are liable for any orders placed or charges that incur prior to the cancellation request. If the request for cancellation is made after your order has invoiced, the request will be processed for the next scheduled invoice.
- **(c)** Return/Refund Policy for Courier Damaged Products.
- **(i)** We strive to provide a great selection of quality Product delivered to your door every month and guarantee that your order will arrive in great condition when delivered to the address on file and retrieved on the guaranteed delivery date.
- **(ii)** While we would love every delivery to arrive on time and without issue, delays or damage can occur once the package is in transit via the courier (UPS/FedEx) that are out of our control due to weather, accidents, etc. In the event of damage caused by improper handling or late delivery, we are happy to file a claim and replace the shipment. We ask that you please email Marketing@bobak.com within seven (7) days of receipt, provide a description of the damage, and a photo(s) of the order in the state it was received. Claim filing is time sensitive and photos are required in order to show proof of damage.
- **(d)** Return/Refund Policy for Damaged Products (not courier related).
- **(i)** We strive to provide a great selection of quality Product delivered to your door every month and guarantee that your order will arrive in great condition when delivered to the address on file and retrieved on the guaranteed delivery date.
- **(ii)** In the unlikely event of damage, we ask that you please email Marketing@bobak.com within seven (7) days of receipt, provide a description of the damage, and a photo(s) of the order in the state it was received. We will happily review your order and any reported issues and offer an appropriate resolution which may include replacement of the Product in question, credit towards your next box, or a

partial/full refund. Since we aren't able to physically access the Product, we may ask that you provide photos of the Product label and damage reported.

- **5 License to Access and Use Our Sites and Content.** Unless otherwise indicated in writing by us, the Sites and all content and other materials contained therein, including, without limitation, the Bobak Sausage Co logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Bobak Sausage Co or our licensors or users, as applicable, and are protected by U.S. and international copyright laws. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Sites and Content. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Sites or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Sites or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Sites or Content, except as expressly permitted by us, and (f) use the Sites or Content other than for their intended purposes. Any use of the Sites or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Bobak Sausage Co or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time. Notwithstanding anything to the contrary in these Terms, the Sites and Content may include software components provided by Bobak Sausage Co or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- **6 Trademarks.** "Bobak Sausage Co ," the Bobak Sausage Co logo and any other Bobak Sausage Co Product or service names, logos or slogans that may appear on the Sites or Products are trademarks of Bobak Sausage Co and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Bobak Sausage Co " or any other name, trademark or Product or service name of Bobak Sausage Co without our prior written permission. In addition, the look and feel of the Sites and Products, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Bobak Sausage Co and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, Product names and company names or logos mentioned on the Sites or Products are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any Products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Bobak Sausage Co .

- **7 Hyperlinks.** Bobak Sausage Co makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. Such sites are not under our control, and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

- **8 Third Party Content.** We may display content, advertisements and promotions from third parties through the Services, including in shipments with Products (collectively, “Third Party Content”). We do not control, endorse or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Bobak Sausage Co is not responsible or liable in any manner for such interactions or Third Party Content.

- **9 User Conduct.** You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites. You agree that you will abide by these Terms and will not: Engage in any harassing, threatening, intimidating, predatory or stalking conduct; Use or attempt to use another user’s account without authorization from such user and Bobak Sausage Co ; Use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner; Reverse engineer any aspect of the Sites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites; Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites that you are not authorized to access; Develop any third party applications that interact with the Sites without our prior written consent; Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality; Bypass or ignore instructions contained in the robots.txt file, that controls all automated access to the Sites; or Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

- **10 Feedback.** You are always free to submit questions, comments, suggestions, ideas, original or creative materials or other information about Bobak Sausage Co, the Sites or

the Products (collectively, "Feedback"). Feedback is non-confidential and shall become the sole property of Bobak Sausage Co. Bobak Sausage Co shall be free to use (and allow others to use) such Feedback, including, without limitation, all intellectual property rights in and to such Feedback, and shall be entitled to the unrestricted dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

- **11 Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Bobak Sausage Co , and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Bobak Sausage Co Parties"), from and against all actual or alleged Bobak Sausage Co Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Products, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, (e) any third party's use or misuse of the Sites or Products provided to you and (f) any User Content you create, post, share or store on or through the Sites or our pages or feeds on third party social media platforms. You agree to promptly notify Bobak Sausage Co of any third party Claims and cooperate with the Bobak Sausage Co Parties in defending such Claims. You further agree that the Bobak Sausage Co Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Bobak Sausage Co.
- **12 Disclaimers.** YOU ARE SOLELY RESPONSIBLE FOR THE PROPER AND SAFE WASHING, HANDLING, PREPARATION, STORAGE, COOKING, USE AND CONSUMPTION OF THE PRODUCTS YOU RECEIVE FROM US. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES YOU MAY HAVE AND FOR VERIFYING THE SUITABILITY OF ALL PRODUCTS AND THEIR INGREDIENTS BEFORE HANDLING, PREPARING, USING OR CONSUMING SUCH PRODUCTS FURTHER, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT PRODUCTS ARE PACKAGED AND STORED IN FACILITIES THAT MAY HANDLE FOODS WITH ALLERGENS (MILK, WHEAT, EGG, SOY, FISH, SHELLFISH, PEANUTS AND TREENUTS) AND WE CANNOT GUARANTEE THAT CROSS-CONTAMINATION WILL NOT OCCUR BETWEEN PRODUCTS.WE ATTEMPT TO DISPLAY PRODUCT PRICING, DESCRIPTIONS, INGREDIENT LISTS, AND NUTRITIONAL INFORMATION, AS ACCURATELY AS POSSIBLE. HOWEVER, OUR SITES, THEIR CONTENTS, AND ALL INFORMATION, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH OUR SITES ARE PROVIDED ON AN "AS IS," "AS

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- IN THE EVENT OF AN ERROR IN THE SERVICES, INCLUDING IN AN ORDER CONFIRMATION, OR IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON OUR WEBSITES AND/OR MOBILE APPLICATIONS DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, DIFFERENCES IN HOW YOUR COMPUTER OR MOBILE DEVICE DISPLAYS TEXT AND/OR IMAGES, NATURAL VARIABILITY OF PRODUCTS, DISTINCT COOKING OR OTHER PREPARATION METHODS AND VARIABILITY OF COOKING EQUIPMENT AND APPLIANCES. THE SITES MAY CONTAIN INFORMATION ABOUT PRODUCTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT ON THE SITES DOES NOT IMPLY OR GUARANTEE THAT IT IS OR WILL BE AVAILABLE IN YOUR LOCATION OR AT THE TIME OF YOUR ORDER. We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Sites (or any features or functionality of the Sites) and the Products at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

- **13 Limitation of Liability; Release.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOBAK SAUSAGE CO OR ANY OF THE OTHER BOBAK SAUSAGE CO PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF

ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM BOBAK SAUSAGE CO , OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO BOBAK SAUSAGE CO 'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BOBAK SAUSAGE CO AND THE OTHER BOBAK SAUSAGE CO PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO (A) THE ORDER, RECEIPT OR USE OF PRODUCTS PURCHASED FROM THE BOBAK SAUSAGE CO MARKET EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS; AND (B) THE ORDER, RECEIPT OR USE OF INGREDIENTS, OR ACCESS OR USE OF THE SITES OR CONTENT, EXCEED THE GREATER OF \$250 OR THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE BOBAK SAUSAGE CO AND THE OTHER BOBAK SAUSAGE CO PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

- **14 Dispute Resolution; Arbitration. PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES EACH OF US TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF UNDER THESE TERMS. IN PARTICULAR, WE EACH AGREE TO GIVE UP OUR RIGHT TO BRING CERTAIN DISPUTES BEFORE A JURY OR RESOLVE CERTAIN CLAIMS IN COURT OR AS A MEMBER OF A CLASS PROCEEDING.**

- **14.1 Binding Arbitration.** For any dispute arising out of or related to these Terms or the Sites, Content, or Products, except for any disputes, claims, suits, actions, causes of action, demands or proceedings arising out of or related to a violation of Section 10 or disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents (each, a “Dispute”), to the extent permitted by applicable law, you and Bobak Sausage Co agree (a) to waive your and Bobak Sausage Co’s respective rights to have any and all Disputes resolved in a court, and (b) to waive your and Bobak Sausage Co’s respective rights to a jury trial. Instead, you and Bobak Sausage Co agree to arbitrate Disputes through binding arbitration. Arbitration is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.
- **14.2 No Class Arbitrations, Class Actions or Representative Actions.** To the extent permitted by applicable law, you and Bobak Sausage Co agree that any Dispute is personal to you and Bobak Sausage Co and that any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. To the extent permitted by applicable law, you and Bobak Sausage Co agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.
- **14.3 Federal Arbitration Act.** You and Bobak Sausage Co agree that these Terms affect interstate commerce and that the enforceability of this Section 14 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.
- **14.4 Notice; Informal Dispute Resolution.** You and Bobak Sausage Co agree that each party will notify the other party in writing of any Dispute or any small claims dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute or small claims dispute informally. Notice to Bobak Sausage Co shall be sent by certified mail or courier to Bobak Sausage Co, LLC Attn: Legal Notices, 4551 W. Adams Street, Chicago, IL 60624. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Bobak Sausage Co account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute or small claims dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent to the address we have on file for you, and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute or small claims dispute, (y) a description in reasonable detail of the nature or basis of the Dispute or small claims dispute, and (z) the specific relief that we are seeking. If you and Bobak Sausage Co cannot agree how to resolve the Dispute or small claims dispute within thirty (30) days after the date notice is received

by the applicable party, then either you or Bobak Sausage Co may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14.1, file a claim in court.

- **14.5 Process.** You and Bobak Sausage Co agree that any Dispute or small claims dispute must be commenced or filed by you or Bobak Sausage Co within one (1) year of the date the Dispute or small claims dispute arose, otherwise the underlying claim is permanently barred (which means that you and Bobak Sausage Co will no longer have the right to assert such claim regarding the Dispute or small claims dispute). You and Bobak Sausage Co agree that (a) the arbitration will be conducted in the county where you reside, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are explained in more detail in Section 14.7 below and hereby incorporated by reference, and (c) that the state or federal courts of the State of Massachusetts and the United States, respectively, sitting in the State of Massachusetts, County of Middlesex, City of Cambridge, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a small claims dispute in the small claims court located in the county of your billing address if the small claims dispute meets the requirements to be heard in that small claims court.
- **14.6 Authority of Arbitrator.** As limited by the FAA, these Terms and the JAMS rules referenced in Sections 14.5 and 14.7, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of the scope of this arbitration agreement and whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- **14.7 Rules of JAMS.** The arbitration will be administered by JAMS in accordance with the JAMS Comprehensive Arbitration Rules (the “JAMS Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The JAMS Rules are available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule-16-1>.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section. To the extent there are any conflicts between the JAMS Rules and these Terms, the Terms will control.
- **14.8 Severability.** If any term, clause or provision of this Section 14 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14.2 are severable from the other provisions of

these Terms and will remain valid and enforceable, except as prohibited by applicable law.

- **14.9 Opt-Out Right.** You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 14 by writing to: Bobak Sausage Co OpCo, LLC Attn General Counsel, 20 Guest Street, Suite 300, Boston, MA 02135. In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 15.
- **15 Governing Law and Venue.** These Terms, your access to and use of the Sites, and your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts, without regard to conflict-of-law rules or principles (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court pursuant to Section 14 shall be resolved in the state or federal courts of the State of Massachusetts and the United States, respectively, sitting in the State of Massachusetts, County of Middlesex, City of Cambridge.
- **16 Termination.** Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.
- **17 Severability.** If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
- **18 Survival.** The following sections will survive the expiration or termination of these Terms and the termination of your Bobak Sausage Co account: all defined terms and Sections 1; 4 -15; and 17-19.
- **19 Miscellaneous.** These Terms constitute the entire agreement between you and Bobak Sausage Co relating to your access to and use of the Sites and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Bobak Sausage Co . No waiver of any provision of these Terms will constitute a

waiver of such provision in any prior, concurrent or subsequent circumstance, and Bobak Sausage Co 's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.