

TERMS OF USE

Effective Date: October 1, 2017

Welcome to the website of Bakon USA Food Equipment, Inc. (“Bakon USA”, “we” or “us”). The following terms of use (“Terms of Use” or “Agreement”), govern your access to and use of the site at www.bakonusa.com, including any content, functionality and services offered on or through the site (the “Website”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR ACCESS TO AND USE OF THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE.

Section 16(f) contains a class action waiver. It affects your rights about how to resolve any dispute with Bakon USA. Please read it.

1. Acceptance of Terms of Use

Please read these Terms of Use carefully before you access or use the Website. By accessing or using the Website, you accept and agree to be bound and abide by these Terms of Use. All information we collect on and through the Website is subject to our Privacy Policy http://www.bakonusa.com/uploads/pdf/privacy_policy_bakon.pdf, which is incorporated into these Terms of Use by reference. By accessing or using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

2. Changes to Terms of Use; Modification or Suspension of the Website

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued access to or use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

We reserve the right to modify, withdraw or amend the Website and any service, product or content provided on or through the Website, in our sole discretion, without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

3. Intellectual Property Rights

The Website displays and utilizes various types of proprietary content and materials, including: (1) copyrightable materials, such as text, images, photographs, designs, graphics, video clips, audio clips, data, technology, software, graphical interfaces, the “look and feel” of the site, the selection, compilation, assembly and arrangement of site materials, and other copyrightable materials (including source code and object code); (2) trademarks, trade names, trade dress, logos, slogans and other trade identities and the domain names and URLs associated therewith, whether registered or unregistered (collectively, “Trademarks”) and (3) other types of proprietary materials (all of the foregoing, collectively and individually, “Content”).

The Website and its features and functionality (including all Content as defined above), are owned by Bakon USA, its licensors and certain other third parties. All right, title and interest in and to the Content is owned by Bakon USA, its licensors or certain other third parties and is protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property, unfair competition and proprietary rights laws. This applies to Content, whether registered or unregistered, and regardless of whether a proprietary notice appears on such materials. You must not delete or alter any copyright, trademark or other

proprietary rights notices from the Website or materials obtained via the Website.

4. Limited License. Subject to your strict compliance with these Terms of Use, Bakon USA grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to: (i) download (temporary storage only), display, view, use and/or print one copy of the Content (excluding source and object code) only for your personal, non-commercial use (or as necessary for you to fulfill any obligations you have to Bakon USA). The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Bakon USA's sole discretion, without advance notice or liability. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the proprietary content and materials on our Website. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Bakon USA. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

5. Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on the Website;
- send e-mails or other communications to others containing certain Website content, or links to certain Website content, including content owned by Bakon USA and content owned by third parties;
- link directly to Bakon USA's social media pages; and/or
- cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. In addition, in connection with your use of such features, you must not:

- share or post any content or materials that you do not own or have a valid license to use;
- share or post any content or materials which would violate the intellectual property rights, rights of publicity, privacy, contractual or legal rights of others;
- share or post any content that contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- share or post any content that is likely to deceive, cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- share, post or promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- share or post any content that gives the impression that it emanates from or is endorsed by us or any other person or entity, if this is not the case;
- establish a link to the Website from any website that is not owned by you;
- cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep

linking or in-line linking, on any other site;

- interfere with the operation of Bakon USA's social media pages; and
- otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use or our Privacy Policy at [INSERT LINK].

You understand and agree that we are not responsible for conduct occurring on third party social media sites and you agree to review and comply with any applicable third party terms of service and privacy policies of such third party sites. We may disable any or all of the social media features and links on the Website, at any time, without notice, and in our sole discretion.

6. Acceptable Use of The Website

You may use the Website only for lawful, personal, non-commercial purposes and in accordance with these Terms of Use. You agree not to:

- use the Website in any way that violates any applicable federal, state, local or international law or regulation (including any laws regarding the export of data or software to and from the U.S. or other countries);
- use the Website for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- use the Website to impersonate or attempt to impersonate Bakon USA, a Bakon USA employee, another user, or any other person or entity (including by using email addresses associated with any of the foregoing).
- use the Website to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- use the Website to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Bakon USA or users of the Website or expose them to liability;
- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce to the Website any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- engage in phishing, impersonation, data mining or scraping, or any other attempt to interfere with Bakon USA's business, data security, or the operations of the Website;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website.

7. Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including referral to and cooperation with law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS BAKON USA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Reliance on Website Content/Third Party Content

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include or display proprietary and other content provided by users of the Website or other third parties, including designs, images, text, articles, comments, software, and other content and materials provided by third parties (collectively, "Third Party Content"). Bakon USA is not responsible for Third Party Content, its accuracy, availability, or completeness, or for any representations made by third parties on the Website in connection with Third Party Content. Any representations or opinions conveyed by others in connection with Third Party Content are solely the responsibility of those third parties and not of Bakon USA. We are not responsible for, or liable to you or any third party for, such content or for the accuracy, availability or completeness of any Third Party Content, or for any violations of third party rights which may arise from the availability or display of Third Party Content.

9. Links from the Website

To the extent the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

10. DISCLAIMER OF WARRANTIES

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR OTHER MATERIALS THAT MAY BE AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. LIMITATION OF LIABILITY; LIMITATION ON TIME TO FILE CLAIMS

IN NO EVENT WILL BAKON USA, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR ON OTHER WEBSITES, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. INDEMNIFICATION

YOU AGREE TO DEFEND AND INDEMNIFY BAKON USA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, OR OTHER COSTS (INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR ACCESS OR USE OF THE WEBSITE, INCLUDING YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE.

13. Claims of Copyright Infringement

We respect the intellectual property rights of others. If you believe that any Content or materials on our website infringes upon any copyright you own or control, in accordance with the Digital Millennium Copyright Act, you may send a written notification of such infringement to us at:

Attn: Copyright Agent
Bakon USA Food Equipment, Inc.
20906 Higgins Ct.
Torrance, CA 90501, USA

14. Miscellaneous Terms and Conditions

(a) Site Location. The Website is operated from within the United States. We make no representation or warranty that the Website, or any content or other materials available on the Website, are appropriate or available for access or use in other locations. Those who access the Website from outside the United States do so on their own initiative and are responsible for compliance with local laws and regulations, if and to the extent such local laws and regulations are applicable.

(b) Assignment. Bakon USA may assign its rights and obligations under this Agreement, in whole or in part, to any party, at any time, without notice. Your rights and obligations under this Agreement may not be assigned to any third party, without the prior written consent of an authorized Bakon USA representative.

(c) No Waiver. If you do not comply with these terms, and we do not take action right away, we are not waiving our right to take action in the future.

(d) Applicable Law/Jurisdiction. This Agreement and any disputes arising out of it shall be governed by the laws of the State of California, USA, without giving effect to any principles of conflicts of law. Any legal action or proceeding related to this Agreement or relating to use of the Website shall be brought exclusively in the federal or state courts of Los Angeles County, California, and you and we consent to personal jurisdiction in those courts.

(e) Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

(f) Entire Agreement/Severability. These Terms of Use and any other agreements referenced herein (including our Privacy Policy), make up the entire agreement between us relating to your use of the Website, and replace any prior understandings or agreements (whether oral or written) between us relating to the Website. If a court or other competent legal authority finds that any individual portion of this Agreement is not enforceable, this will not affect the enforceability of any other terms. For the purposes of these Terms of Use “Including (include)” means “including (include), without limitation.”

(g) Acknowledgement/Reservation of Rights. You acknowledge that you have read and understood this Agreement, and that this Agreement has the same force and effect as a signed agreement. All rights not expressly granted herein are hereby reserved.

(h) Contact Us; Questions. If you have questions about the Website or these Terms of Use you may contact us via e-mail at support@bakonusa.com, via phone at 310-533-3939, or via mail at:

Attn: Website Administrator
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