

TERMS OF USE

Welcome to Fancy Forks Kitchen, LLC ("FFK"). Please read the following Terms of Use carefully before using this and other FFK web sites (our "Sites").

GENERAL

We ask that you abide by the terms and conditions that follow, along with any other terms and conditions that may appear on our Sites from time-to-time (collectively, the "Conditions").

FFK owns and operates this website (fancyforkskitchen.com) and related subsidiary sites, mobile sites and/or selected other domains (collectively, the "Sites"). As used in this Agreement, "FFK," "we," "us," or "our" shall mean Fancy Forks Kitchen, LLC, its subsidiaries and affiliates, and their officers, directors, employees, agents or representatives.

This Agreement (the "Agreement") is an agreement between you and Fancy Forks Kitchen, LLC, that states the terms and conditions under which you may use our Sites and receive FFK service, which includes processing and delivery of product orders (the "FFK Service"). Your use of the FFK Service and our Sites constitutes your agreement to the terms and conditions set forth below. If you do not agree with all of the terms and conditions, do not use our Sites or the FFK Service.

PAYMENT POLICY

Payments. Your credit/debit card will be charged at the moment the order is placed. Payments must be received before a posted order deadline for a given delivery. Delivery dates and times and any associated delivery charges will be shown as you proceed through the ordering process. FFK is unable to accept checking account transactions, paper checks, food stamps, or third-party coupons.

Recurring Orders. Should you choose to purchase a recurring order, your order will be automatically renewed at the schedule posted for the product purchased. You may pause, change or cancel your recurring order anytime. Changes or cancellation will be effective for the current billing cycle; you will be notified of the effective date when making changes.

Invalid Payment Methods. FFK will not process orders that attempt to use an incorrect, expired, or over-limit cards. We will make our best efforts to contact you if this occurs. However, in the event such an order is processed, FFK reserves the right to collect funds for any uncollected transactions owed to it. If you fail to pay any fees or charges when due or if a redelivery fee or restocking fee is imposed, FFK may charge such amount directly to the credit card identified in your Customer Account Information and FFK may suspend or terminate your access to the FFK Service. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that FFK may incur in its efforts to collect any unpaid balances from you. Your right to use the FFK Service is subject to limits established by FFK and/or by your credit card issuer.

REFUND POLICY

Refund Requests. Cancellation of an order after the order deadline (for any reason other than dissatisfaction with our product) is not eligible for a refund. Where possible, we will refund your money using the same method you originally used to pay for your purchase.

DELIVERY POLICY

Locations. We deliver direct-to-you. When you place an order, your order will be delivered to the location you choose during check-out. You will be required to choose the address where orders are delivered. To maintain the freshness and quality of foods delivered to you, we place geographic limitations on where orders may be delivered. If your desired address is outside our geographic limits, you will be unable to submit an order for delivery to such address.

Delivery Changes. In the case of inclement weather or unforeseen delivery complications, it may be necessary to make adjustments to our delivery schedule and/or the drop-off locations. If there will be a significant delay, a customer service representative may contact you to let you know the status of your delivery time and/or location. We will deliver your order as quickly as possible when the conditions permit.

Food Safety. FFK uses refrigerated transport and storage solutions to maintain the quality and integrity of your products. To maintain the integrity of products after delivery, we recommend that you immediately refrigerate or freeze perishable items. We label products with a "use by" date for guidance, but there are many factors out of our control that influence freshness, and you as the consumer are the ultimate arbiter of freshness.

Discarding Orders. At our discretion we may discard other items stored in our refrigerators if they effect the cleanliness of the refrigerator. If we discard an order due to expiration or cleanliness concerns, we are not required to issue a refund.

SECURITY POLICY

We've taken extraordinary measures to ensure that your data is safe. Your payment information is transmitted using the strongest available industry standard technologies and is stored using one of the most advanced encryption methods available. Your payment information is NOT accessible to our employees, contractors, agents or officers.

PRIVACY POLICY

Please review our Privacy Policy, which also governs your visit to the FFK Sites and use of the FFK Service, to understand our practices.

FOOD ALLERGIES

We take efforts to label the ingredients in the products offered by the FFK Service for general nutritional purposes. We also offer ingredient-based meal substitution services to accommodate customers' food preferences. However, products are not prepared in allergen-free environments. The FFK Service is not recommended for customers with food allergies.

THIRD-PARTY PRODUCTS

In certain cases, the FFK Service may permit you to order and receive products, information, and services from businesses that are not owned or operated by FFK. In such instances, FFK acts only as the link between you and such businesses. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services, or information

ordered or received from such businesses are covered by their customer agreement and policies and solely between you and such businesses. FFK makes no representations or warranties of any kind, express or implied, regarding the merchandise, services, or information received from such third parties and the fact that FFK makes such products, information, and services available should not be construed as an endorsement of the businesses or the products, services, and information they provide.

The FFK Service and Sites may allow you to rate and post reviews of third-party products and other businesses ("Ratings and Reviews"). Such Ratings and Reviews are governed by the terms of this Agreement, including, without limitation, your agreement regarding your use of Interactive Areas (see below). Ratings and Reviews do not reflect the views of our Sites or FFK. We do not assume responsibility or liability for any Ratings and Reviews or for any claims, damages or losses resulting from the use of this service or the Materials contained therein. Ratings and Reviews that are submitted to our Sites shall be owned exclusively and in perpetuity by FFK. Such exclusive ownership means that FFK has the unrestricted, perpetual and exclusive right to use, reproduce, modify, translate, transmit, distribute or otherwise exploit any and all materials and communications. There shall be no obligation to give credit or pay any consideration to you for any Ratings and Reviews. We reserve the right to delete or modify any Ratings and Reviews that we determine to violate the terms of this Agreement or general standards of conduct at any time and at our sole discretion or for any other or no reason. We strive to maintain a high level of integrity with our user-submitted Ratings and Reviews, and any submission that is determined to be disingenuous in any way, or could otherwise diminish the integrity of our Ratings and Reviews, will be removed.

USER CONTENT AND INTERACTIVE AREAS

We may provide interactive opportunities on our Sites, including, without limitation, user ratings and reviews, saved favorites, liked items and other features (collectively, "Interactive Areas").

You represent and warrant that you are the owner or otherwise have the right to provide any information, comments, reviews, ratings or other materials or content submitted, posted or otherwise transmitted to our Sites ("User Content"). In addition, in consideration of our Sites accepting User Content, you hereby grant to FFK an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, print, display, modify, edit, remove, publicly perform, translate and create derivative works from and distribute or otherwise use and reproduce User Content on our Sites and in all forms of media now known or hereafter invented, including but not limited to such uses as on and in our Sites throughout the world in all forms of media now known or hereafter invented in perpetuity (collectively, the "Uses") and the right to, in FFK's sole option and discretion, attribute such User Content to the user submitting the User Content. In consideration of submitting User Content, you consent to the Uses of the User Content without further consideration, compensation, attribution, notification or other additional consideration and to FFK's disclosure of any information related to your use of our Sites in any capacity in connection with FFK's display of your User Content on our Sites. You also agree to indemnify and hold FFK harmless from any claim or demand, including reasonable attorneys' fees, made by any party arising out of the Uses of the User Content that you submit on our Sites. You waive any rights you may have in having the User Content edited, altered or changed in any manner not acceptable to you.

By participating in any of the aforementioned activities, all users agree to follow our Sites' standards of conduct. Our Sites reserve the right to change, delete or remove, in part or in full, any postings in Interactive Areas and to terminate or suspend access to such areas for conduct that we believe, in our sole discretion, interferes with other peoples' enjoyment of our Sites. Our Sites will also cooperate with local, state and/or federal authorities to comply with applicable law.

We do our best to encourage constructive and discourage disruptive communication. We also discourage disruptive statements that incite others to violate our standards. We encourage your participation in upholding our standards. You are responsible for all content that you post, transmit, upload or otherwise make available through our Sites. You agree not to use the Interactive Areas or our Sites to make available any content that:

- a) Is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) Infringes any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any person;
- c) Contains unauthorized advertising or solicits other users; or
- d) Is intended by the user to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or Materials on our Sites.

LICENSE AND PROPRIETARY RIGHTS

Copyright and Ownership. All content, design, text, graphics, and interfaces on our Sites; the collection, selection, and arrangement thereof; and all software are the property of, or duly licensed to, FFK. Consent is granted to view, electronically copy, and print in hard copy portions of our Sites for the sole purpose of placing an order with FFK for your use. Any other use of materials on this Site, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of FFK is strictly prohibited. You acknowledge that FFK and/or third-party content providers remain the owners of such material and that you do not acquire any of those ownership rights by downloading copyrighted material. FFK reserves the right to revoke this authorization at any time, and any use shall be discontinued immediately on written notice from FFK.

Trademarks. "FFK", all FFK logos, and all titles, characters, names, graphics, and button icons are service marks, trademarks, and/or trade dress of FFK or otherwise proprietary to FFK and may not be used by you for any reason other than as expressly permitted by this Agreement. All other trademarks, service marks, product names, and company names or logos appearing in the FFK Service and on our Sites are the property of their respective owners and you do not acquire any ownership rights in such marks, logos, or names by using our Sites or the FFK Service.

ACCESS TO THE FFK SERVICE

Access. You will provide all equipment and services and be responsible for all data, telephone and other charges necessary to access the FFK Service and our Sites. You agree to comply with all laws applicable to your activities on the FFK Sites and with the terms of this Agreement. You

hereby represent that you are an adult (18 years or older) and have the power and authority to enter into this Agreement and perform your obligations hereunder.

You acknowledge that from time to time the FFK Service or our Sites may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which FFK may undertake from time to time; or (iii) causes beyond the control of FFK or which are not reasonably foreseeable by FFK.

ID Number and Passwords. Access to the FFK Service is accomplished through the use of a user name and a password that you choose upon registration. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the FFK Service with your password. You agree to notify FFK promptly of any unauthorized use of your password and you will remain liable for any use of the FFK Service until you notify FFK.

Your Account. You are responsible for, and agree to pay promptly, all charges to your account, including applicable taxes and purchases by you or anyone you allow to use your account and password to access the FFK Service. You agree and accept responsibility for keeping all your account information current, including address, payment information, telephone number, e-mail address, and alternate receiver for your order. You can update your information in the Your Account area on our Web site or contact our Customer Service department. Please do not send credit card or other payment information via email. You agree that you will not provide fraudulent information and that you are solely responsible for any information you provide to FFK, and accept responsibility for all activities that occur under your account or password and for restricting access to your computer. You will comply with all laws applicable to your activities on our Sites and with this Agreement.

Corrections. If you would like to update or correct information previously provided to us, please send an e-mail with your new information to hello@FFKfoods.com, or you can update your account information yourself by going to Your Account on the FFK Site. Please do not send credit card or other payment information via email.

ACCEPTABLE USE POLICY

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the FFK Service, which includes, without limitation, use of the FFK Service to: (a) disseminate or transmit unsolicited messages, chain letters, or unsolicited commercial e-mail; (b) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious; (c) disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person; (d) create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation, or restriction of the United States and its agencies and authorities, or without all required approvals, licenses, or exemptions; (f) interfere with, disrupt, or attempt to gain unauthorized access to other accounts on the FFK Service or any other computer network; (g) disseminate or transmit viruses,

Trojan horses, or any other malicious code or program; or (h) engage in any other activity deemed by FFK to be in conflict with the letter or intent of this Agreement.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

YOU EXPRESSLY AGREE THAT USE OF THE FFK SERVICE, OUR SITES, AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. THE FFK SERVICE, OUR SITES, AND ITS CONTENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FFK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FFK SERVICE, OUR SITES, OR ITS CONTENTS OR WITH RESPECT TO ANY INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE FFK SERVICE; FFK DOES NOT ADOPT ANY REPRESENTATION OR WARRANTY OF ANY MANUFACTURER OR MERCHANT OF ANY SUCH INFORMATION, SERVICE, OR PRODUCTS. FFK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS OBTAINED THROUGH OUR SITES OR THE FFK SERVICES. FFK DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY OUR SITES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT OUR SITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER FFK NOR ANY OF ITS DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "FFK PARTIES") SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, OUR SITES, THE FFK SERVICE, FFK PRODUCTS, OR THE INTERNET. FFK'S LIABILITY SHALL BE LIMITED TO PROVIDING YOU WITH A REFUND FOR ANY PRODUCT THAT IS RETURNED. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE FFK SERVICE AND TO TERMINATE THIS AGREEMENT. FFK RESERVES THE RIGHT TO LIMIT YOUR ORDER OR THE QUANTITY OF A SPECIFIC PRODUCT YOU MAY ORDER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR OF IMPLIED WARRANTIES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

The material in our Sites is provided for lawful purposes only. FFK operates our Sites for use in specific jurisdictions where it provides its Services, and makes no representation that these materials are appropriate or available for use in other locations. If you use our Sites from other locations, you are responsible for compliance with applicable local laws. Price and availability information is subject to change without notice and may vary geographically.

You agree to defend, indemnify, and hold FFK Parties harmless from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, and expenses, including attorney's fees and costs, arising in connection with a violation of this Agreement by you or through use of your account.

MISCELLANEOUS

Termination. This Agreement is effective upon your acceptance as set forth herein and shall continue in full force and effect until terminated. FFK may suspend or terminate this Agreement or the FFK Service or remove or disable access to any portion of the FFK Service at any time for any reason with or without notice to you. You may terminate this Agreement and your FFK Service at any time for any reason by delivering notice in the manner provided below, which termination will be effective the day notice is received or such later date specified in the notice. FFK reserves the right to collect fees and charges incurred before you cancel your FFK Service. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

Notices. FFK may give notice to you of any change or any other communication related to this Agreement through a general posting on the FFK Site, by electronic mail, or by conventional mail to your address contained in the Customer Registration Data. You may give notice to FFK by telephone at 214.755.3700 by electronic mail (as specified in the "Contact Us" section of the FFK Web site), or by conventional mail to:

FANCY FORKS KITCHEN, LLC
Attention: CUSTOMER CARE
1016 Burnet Dr.
Allen, Tx. 75002

Entire Agreement. This Agreement and the Privacy Policy referred to herein represent your entire agreement with FFK regarding the use of the FFK Service and the FFK Sites. You agree that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than you, FFK, and FFK Parties. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws rules. You expressly agree that exclusive jurisdiction for any claim or dispute with FFK or relating in any way to your use of the FFK Service or the FFK Sites resides in the federal and state courts of Texas, Collin County, and you further expressly consent and agree to personal jurisdiction by the state and federal courts sitting in the State of Texas in connection with any such dispute, including any claim involving FFK Parties. Any cause of action by you must be instituted within one year after the claim or cause of action has arisen, or it shall be barred.

Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of FFK Parties, and each shall have the right to assert and enforce the provisions directly on their own behalf. This

Agreement and all obligations and restrictions placed upon you or your permitted users by this Agreement shall survive termination of this Agreement and your FFK Service.

Transferability. The Agreement between you and us is binding on you and us and on our respective successors and assignees. We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Amendment. FFK may amend this Agreement at any time by posting the amended terms on our Sites. All amended terms shall automatically be effective for orders placed after posting and seven days after they are initially posted on our Sites for orders already placed. By using our Sites after the effective date of any such amendment, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Agreement to which you are bound.