



TERMS OF USE

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By using our Site, you agree to these Terms of Use. Please read them carefully.

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I. INTRODUCTION

Your use of this website, and the features at this site (collectively, the “Site”) are subject to these Terms of Use entered into between you and **JBS USA Food Company Holdings** and its subsidiaries and affiliates (collectively “Company”, “we”, “us” or “our”), together with any documents these Terms expressly incorporate by reference (collective, these “Terms”). The Terms govern your access and use of the Site, including any content, functionality and services offered on or through the Site, whether as a guest or a registered user; please read these Terms carefully before using this Site. By accessing and using the Site you accept and agree to be bound by these Terms and our Privacy Policy located at <https://jbssa.com/legal/privacy/> and incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Site.

From time to time we may update the Site and these Terms in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your use of the Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

II. SITE CONTENT

The Site and its entire content, features and functionality (including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, software, names, designs, displays, video and audio, logos, product and program names, slogans, and the compilation, design, selection and arrangement of the foregoing ("Site Content") is the property of the Company, its licensors and other providers of such material and is protected in the U.S. and internationally under trademark, copyright, patent, trade secret or other intellectual property or proprietary laws.

You agree not to download, display or use any Site Content in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that dilutes the strength of the Company's, its licensor's or its other providers' property, or that otherwise infringes the Company's, its licensors' or its other providers' intellectual property rights. You further agree to in no other way misuse any Site Content or third-party content that appears on the Site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site 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 Site or any Site Content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please refer to the Section entitled "Intellectual Property Infringement Notification".

III. ACCOUNT REGISTRATION

We reserve the right to withdraw or amend the Site, and any Site Content or other service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information in order to create your own account to use certain Site services or to buy certain products on the Site. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with the Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You are responsible for maintaining the confidentiality of your username, password or any other piece of information provided through use of or access to the Site and for restricting access to and disclosure of such information. You also acknowledge that your account is personal to you and agree to not provide any

other person with access to the Site or portions of it using your username, password or other security information. You agree to accept responsibility for all activities that occur under your account, including, without limitation, unauthorized usage of your account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

The Company may sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Site only with involvement of a parent or guardian. Alcohol listings on the Site, if any, are intended for adults. You must be at least 21 years of age to purchase alcohol or use any Site functionality related to alcohol. The Company reserves the right to refuse service, terminate accounts, terminate your rights to use the Site or Company services, remove or edit content, or cancel orders in its sole and absolute discretion.

All information we collect on the Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

IV. USE OF THE SITE

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site or any feature thereon: (a) for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, exploiting, libelous, defamatory, obscene, or threatening; (b) to upload, post, reproduce, or distribute any content, information, software, or other material that infringes on the intellectual property rights or other rights of any third party; (c) for any commercial purpose not expressly approved by the Company in writing; (d) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries; (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms; (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability; (g) in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; (j) to attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (k) to otherwise attempt to interfere with the proper working of the Site.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

V. USER CONTENT

On certain areas of the Site you may be able to post, submit, publish, display or transmit to other users or persons content or other materials ("User Content"). User Content must in its entirety comply with all

applicable federal, state, local and international laws and regulations. Without limiting the foregoing, by using the Site and the features thereon, you agree that you will not post any User Content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, infringing, pornographic, or violent; and that you will not post any content that infringes or violates the rights of any third party; that you will not impersonate any person or organization, or misrepresent an affiliation with another person or organization; and you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or features of the Site.

Any User Content you post to the Site will be considered non-confidential and non-proprietary. By displaying, publishing, transmitting or otherwise posting any User Content on or through the Site, you hereby grant to the Company, its service providers, and each of our and their respective licensees, successors and assigns a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free right to use, modify, publicly perform, publicly display, reproduce, distribute and otherwise disclose such User Content in any and all media now known or hereinafter developed. This license includes the right to host, index, cache, distribute, and tag any User Content. You represent and warrant that you own and control the User Content submitted, displayed, published, transmitted or otherwise posted by you on the Site and otherwise have the right to grant the license set forth herein. All of your User Content do and will comply at all times with these Terms. We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of the Site.

We have the right to: (a) remove or refuse to post any User Content for any or no reason in our sole discretion; (b) take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; and (e) terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material before it is posted on the Site, 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.

VI. INDEMNIFICATION

You agree to indemnify, defend and hold the Company, its affiliates, parents, subsidiaries, suppliers, contractors, licensees and service providers and each of its and their officers, employees, directors, licensors, agents, representatives, successors and assigns harmless from any claims, damages, liabilities, losses, judgments, awards, costs and expenses, including reasonable attorneys' fees and costs, arising out of or relating to your violation of these Terms, your use of the Site, including your User Content, any use of the Site content, services and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

VII. DISCLAIMER OF WARRANTIES

The information presented on or through the Site 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 Site, or by anyone who may be informed of any of its contents.

The Company 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 the Company without the prior review and written approval of the Company.

THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT ANY SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY OR THE SITE, THE COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY 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 SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION

WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

VIII. LIMITATIONS ON LIABILITY

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE OR THE SITE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, 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, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, NOR SHALL THE COMPANY 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 THE COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE COMPANY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IX. THIRD PARTY WEBSITES

The Site may hyperlink to sites not maintained by or related to the Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Site or the Company, and the Company makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from the Site is subject to the terms of that

site's privacy policy, and the Company has no control over how your information is collected, used, or otherwise handled. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

X. PRICING AND PRODUCT PURCHASES

With respect to items sold on the Site, the Company cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by the Company is higher than our stated price, the Company will, at its discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

We attempt to be as accurate as possible. However, the Company does not warrant that product descriptions or other content of any service or product is accurate, complete, reliable, current, or error-free.

All purchases from the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery of such item to the carrier.

XI. COUPONS, SPECIAL PROMOTIONS, SWEEPSTAKES, CONTESTS, GAMES, FEATURES

The Site may contain coupons, special promotions, sweepstakes, contests, games, or other promotional features or functionality (collectively, "Promotions"). These Promotions may be offered subject to special terms and conditions, such as eligibility requirements, entry deadlines, or other rules and restrictions ("Special Terms and Conditions"). Promotions may be limited to participating locations. If Special Terms and Conditions apply for any Promotion, we will post the applicable Special Terms and Conditions or provide a link to the Special Terms and Conditions on the web page featuring the Promotion. The Special Terms and Conditions shall supplement and amend these Terms and are hereby incorporated into these Terms. Coupons will have their own Special Terms and Conditions printed on the coupons.

XII. INTELLECTUAL PROPERTY INFRINGEMENT NOTIFICATION

The Company is committed to complying with U.S. intellectual property laws and to respond to claims of copyright, trademark or patent infringement. The Company will promptly process and investigate notices of alleged infringement and will take appropriate actions as set forth herein. Notifications of claimed intellectual property infringement should be sent to our Designated Agent. Notification must be submitted to the following Designated Agent for this site in the manner described below:

Designated Agent: Corporation Service Company
By Mail: 1560 Broadway, Suite 2090
Denver, CO 80202

You must provide all of the following information when providing notice of the claimed intellectual property infringement:

1. A physical or electronic signature of a person authorized to act on behalf of the intellectual property owner.

2. Identification of the intellectual property claimed to have been infringed.
3. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit the Company to locate the material.
4. Information reasonably sufficient to permit the Company to contact the intellectual property owner, such as an address, telephone number, and, if available, an electronic mail address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property owner, its agent, or law.
6. 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 intellectual property owner.

For more details on the information required for valid notification of copyright under the Digital Millennium Copyright Act, see 17 U.S.C. 512(c)(3).

You should be aware that, under the Digital Millennium Copyright Act, 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.

XIII. ARBITRATION

At Company's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law.

XIV. GEOGRAPHIC RESTRICTIONS

We provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

XV. MISCELLANEOUS

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. 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 the Company, and is accepted by you upon your use of the Site. These Terms and the agreements incorporated by reference, including, without limitation, our Privacy Policy, constitute the entire agreement

between you and the Company regarding the use of the Site. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

These Terms are governed by the laws of the state of Colorado, in the United States of America, and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms shall be governed by, and construed in accordance with, the laws of Colorado, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the State of Colorado. By using the Site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Colorado. These Terms operate to the fullest extent permissible by law. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THESE TERMS, AND/OR THE SUBMISSION OF AND/OR OUR USE OR DISTRIBUTION OF CONTENT, INCLUDING USER CONTENT, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: jbs.compliance@jbssa.com.