

Terms of Use

Effective/Updated as of December 4, 2025

Introduction and Agreement. Galasso's Bakery and its affiliates and related entities ("Company") offers this website or any other websites under our operation and control (collectively, the "Site") to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms").

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors.

By accessing, using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, YOU HAVE AGREED TO, AND ARE LEGALLY BOUND BY, THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, CEASE USING THE SITE IMMEDIATELY.

Modification of These Terms. We reserve the right in our sole discretion to change, modify, add, or remove the terms, conditions, and notices under which the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

No Unlawful or Prohibited Use. As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices. You will comply with all applicable laws, including but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc.

You will use the Site in a professional manner, and you may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site. You will not use any robot, spider, other automatic device, scraping process, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party.

The information you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or

information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

If applicable, you may not permit anyone other than yourself to use your username or password to gain access to the Site. You will take reasonable steps to maintain the privacy of your username and password and to prevent unauthorized access to or disclosure of your username and password. You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice, you may contact us as described below.

Use of Communication Services. The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Note that we have no obligation to monitor the Communication Services. However, we reserve the right in our sole discretion to review all activity and materials related to the Communication Services and to stop activity and remove any materials at any time, for any reason, without notice to you. We also reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Further, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. We shall not be liable to you for any loss you may incur as a result of our taking any action relating to removal, editing or disclosure to regulatory bodies or law enforcement, nor for the actions or inactions of other users, including anything contained in your or any third party's contributions. You agree to indemnify us for any cost, expenses, damages, or liabilities we incur due to your use of the Sites or otherwise relating to any of your contributions.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with people acting under false pretense.

Information Provided to the Company or Posted at Any Company Web Site. Any personal information you submit to us on the Site is subject to the Company's [Privacy Policy](#). In the course of using the Site, you may submit your personal data and/or the personal data of others. It is your responsibility to ensure this information is accurate and up to date. The Company shall have no liability to ensure the accuracy of the information.

The Company welcomes comments regarding the Site and the products and services offered in connection therewith. However, we do not accept creative suggestions, ideas, notes, drawings, techniques, know-how, concepts, or other similar materials or information other than those that

we have specifically requested. But, by posting, uploading, inputting, providing, or submitting such materials or information to us, we are free to use for any purpose whatsoever and without any obligations to you. We are under no obligation to post or use any such materials or information and may in our sole discretion remove any Submission at any time, for any reason, without notice to you. To the extent you own any intellectual property rights in such materials or information by submitting them to the Company, you grant to the Company a royalty-free, irrevocable license to use same for any purpose in the Company's sole discretion. Without limitation of the foregoing, we shall be entitled to unrestricted use of such materials or information for any purpose without compensation to the provider. By posting, uploading, inputting, providing, or submitting any such materials or information you warrant and represent that you own or otherwise control all of the rights thereto including, without limitation, all the rights necessary for you to provide, post, upload, input or submit.

Links to Third Party Sites. The Site may contain links to other web sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

By providing these links, we do not endorse, sponsor, or recommend such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third-party sites to the Site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive.

We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or third-party content on the Site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party. We strongly

encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

Disclaimers and Limitation of Liability. The Site and the materials and information located on or through the Site are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal, financial, health, or other professional advice or service.

We make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. The information and material on this Site should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete, or timelier sources of information.

The Site may display or provide information regarding specific programs, offers, or promotions ("Promotional Offers"). Any such Promotional Offer is subject to its specific terms, conditions, and restrictions and these Terms & Conditions. Please refer to and carefully read the terms, conditions, and restrictions of each Promotional Offer. The Company reserves the right to alter or withdraw any Promotional Offer at any time without notice. Each Promotional Offer is void where prohibited by law.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS,

INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES OR OTHER COMMUNICATIONS YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND AS A RESULT THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

ARBITRATION AND WAIVER OF CLASS ACTION. EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

Arbitration. Arbitration uses a neutral arbitrator to resolve a dispute instead of a judge or jury. It results in a final and binding decision that is subject to limited appellate review. By agreeing to arbitration, you waive the right to resolve your dispute through other available processes such as court or an administrative proceeding. An arbitrator must honor the terms in this Terms of Use and can generally award the same damages and relief a court can award under the law, including declaratory or injunctive relief. Certain rights that you might have in court such as access to discovery, may be unavailable or limited in arbitration.

Any dispute, controversy or claim between you and the Company, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, 'Company') arising out of or relating to these Terms, the Site or Services (collectively "Dispute") shall be settled by final and binding arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by these Terms, and will be administered by the AAA. You can find the AAA Rules online at <https://www.adr.org/consumer> or you can call the AAA at 800-778-7879, or write them at American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address").

All Disputes shall be governed by the laws of the State of California, without regard to principles of conflict of laws. If there is a conflict between the AAA Rules and this arbitration clause and,

the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

Process. You agree to first try to resolve the Dispute informally by contacting us in writing at 10820 San Sevaine Way, Mira Loma, CA 91752, USA. If the Dispute is not resolved within 60 days of submission, you agree that you or the Company may initiate arbitration.

Notwithstanding the foregoing, in lieu of arbitration:

- (1) you or the Company may assert a claim in small claims court in the United States if your claim qualifies, provided that it is brought and maintained solely as an individual claim; and
- (2) you or the Company may assert a claim in court to enjoin infringement or other misuse of intellectual property rights.

The arbitrator shall have sole authority to and shall address all claims or arguments by both parties, concerning the formation, legality, and enforceability of this arbitration clause, the scope of this arbitration clause, and the arbitrability of any claim or issue arising between you and the Company.

To initiate the arbitration process, send a letter to the AAA and to the Company, 10820 San Sevaine Way, Mira Loma, CA 91752, USA with a request for arbitration and a description of your claim. You may also send a copy to the AAA online at <https://www.adr.org>. The AAA's rules govern payment of all filing, administration, and arbitrator fees. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

Arbitration may be conducted at a location that is reasonably convenient for you. Upon request of either party, the arbitration shall be conducted via telephone to the extent permitted by the AAA Rules. The arbitrator will follow these Terms of Use and the award will be final and binding. At the conclusion of arbitration, the arbitrator shall issue a written decision explaining the basis for the award. Any awarded relief shall not exceed what is allowed by applicable law and the Terms of Use. The parties agree that any declaratory or injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for an error of law or legal reasoning. The parties shall bear their own costs and fees for any appeal. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

You agree that this arbitration section shall apply to any dispute or claim with other parties arising out of or relating to the terms of use and site, including the determination of the scope or applicability of this section, regardless of the date of accrual, except that you or any such third parties may take claims to small court if they qualify for hearing by such a court.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive to the fullest extent allowed by law, any claims to recover punitive or exemplary damages.

Jury Trial and Class Action Waiver. IF FOR ANY REASON A DISPUTE OR CLAIM MAY PROCEED IN COURT RATHER THAN IN ARBITRATION, EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), UNLESS SUCH WAIVERS ARE UNENFORCEABLE.

Except as the Terms otherwise provide, you waive the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. You also agree that you may only resolve Disputes with the Company on an individual basis and may not assert a claim as a plaintiff or a class member in a class action, class-wide arbitration, consolidated or representative action and expressly waive your right to file a class action or seek relief on a class basis.

The arbitrator may award declaratory or injunctive relief to you only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim. Other rights that you would have if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.

Other. If any portion of this ARBITRATION AND WAIVER OF CLASS ACTION clause is determined by a court to be inapplicable or invalid, the remainder of the clause shall still be given full force and effect.

To the extent that any other provision of the Terms is found to be inconsistent with rights, duties, and requirements of this ARBITRATION AND WAIVER OF CLASS ACTION clause, or where the application of such a provision would change or render unenforceable any part of this arbitration clause, such provision shall be null and void and the terms of this ARBITRATION AND WAIVER OF CLASS ACTION clause shall control.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THESE TERMS, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISION.

YOU EXPRESSLY ACKNOWLEDGE SUCH WAIVER INCLUDES IN ITS EFFECT, WITHOUT LIMITATION, ALL CLAIMS YOU DO NOT KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THESE TERMS, AND THAT THESE TERMS CONTEMPLATE THE EXTINGUISHMENT OF ANY SUCH CLAIMS. YOU WARRANTS THAT YOU READ THESE TERMS, INCLUDING THIS WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542, AND THAT YOU HAVE CONSULTED WITH OR HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF YOUR CHOOSING ABOUT THESE TERMS AND SPECIFICALLY ABOUT THE WAIVER OF SECTION 1542, AND THAT YOU UNDERSTAND THESE TERMS AND THE SECTION 1542 WAIVER, AND SO YOU FREELY AND KNOWINGLY AGREE TO THESE TERMS.

Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711). We make no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any web site linked to the Site. We will not be liable for the privacy of the information, e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the site.

Right to refuse service or terminate access. We may prohibit you from participating in or utilizing the Site if in our sole and absolute discretion you show a disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove, or edit content or cancel orders in our sole and absolute discretion without notice to you.

Suspension of Site. If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any other individual or entity from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such information.

Limitation on liability. You also agree that we are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

Availability of products and services outside the United States. The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location.

Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Indemnified the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties"). Indemnified Parties may rely upon such representation.

The Site is operated from the United States, and it is possible that some software from the Site or the products and services offered on the Site may be subject to United States export controls. Products and services described on the Site and software downloaded or otherwise exported or re-exported from the Site are not intended for sale, download or export (i) into (or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the U.S. Commerce Department's Table of Deny Orders. downloading or using the software, products or services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

Indemnification. You agree to indemnify, defend and hold harmless the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, the services or products provided to you as part of the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws.

Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your

expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Governing Law. To the maximum extent permitted by law, these Terms are governed by the laws of the State of California, and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Court for the Central District of California, if there is no federal jurisdiction over the action, in the courts of California. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

General Terms. The following general terms apply to you and your use of the Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and the Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Electronic Signature. You represent and warrant that you have the legal right, power and authority to agree to the Terms on behalf of yourself and the member, buyer or supplier participating in the Site. You further agree that your use of the Site constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated the Terms and acknowledged and agreed that there Terms is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member, buyer or supplier on whose behalf you are acting.

Copyright and Trademark Notices. Unless expressly stated otherwise, the content included on the Site, including but not limited to text, software, photographs, images, graphics, illustrations, artwork, video, music, sound, and names, logos, trademarks and service marks, are the property of the Company or its licensors or suppliers. Unless otherwise noted, all content on the Site is the copyrighted property of the Company or its affiliates or licensors. This content is protected by copyright, trademark laws as well as the applicable laws of other jurisdictions. No right, title, or interest to the content is granted by your use of the Site, other than a right to review the content using a conventional Internet browser, app, or other platform or device for a particular Site to conduct ordinary Internet or other browsing. All other uses, including making copies of any content on the Site, are strictly prohibited. You may not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material for any purpose other than personal, non-commercial use without the Company's written permission. Except for non-commercial individual private use, the downloading, reproduction, or retransmission of the Site (or any part of its content) is strictly prohibited.

The Company respects the intellectual property rights of third parties. The Company responds to notices of alleged copyright infringement according to the Digital Millennium Copyright Act ("DMCA") at 17 U.S.C. § 512 et seq. Regardless of whether or not the Company believes that it is liable for any copyright infringement for which we are provided notice, the Company's response may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating an individual's access to the Site, at the Company's sole discretion and operating within the parameters of the DMCA.

If you believe that your work has been copied in a manner that constitutes copyright infringement, please contact:

Galasso's Bakery
Attn: Legal Department
10820 San Sevine Way, Jurupa Valley, CA 91752
Email: usprivacy@galassos.com

with the following information:

- Your name, address, telephone number and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of the allegedly infringing material and where it is located on the Site;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agents, or the law;
- A statement by you under penalty of perjury that your notice is accurate, that you are the copyright owner or that the copyright holder has authorized you to act on its behalf; and
- Your written or electronic signature attesting to the above.

If your content has been removed from the Site in response to the Company's receipt of a DMCA Notification as outlined above, and you believe the removal was inappropriate, you may submit a DMCA Counter-Notification by contacting us using the information above with the following information:

- Your name, address, telephone number and email address;
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district for which jurisdiction for the Company would be appropriate, and that you will accept service of process from the person who submitted the DMCA notification or an agent of such person;
- A description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your written or electronic signature attesting to the above.

How to Contact Us. If you have any questions regarding these Terms, you may contact us at:

Galasso's Bakery
 Attn: Legal Department
 10820 San Sevaine Way
 Mira Loma, CA 91752, USA
 Email: usprivacy@galassos.com
 Phone: 1-800-308-2800