

RESKUED™

TERMS AND CONDITIONS FOR RESKUERS

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING CARGILL'S *RESKUED™* PLATFORM

These terms and conditions (the “**Terms**”) are a legal agreement between You (“**You**”) and Cargill, Incorporated with a principal place of business at 15407 McGinty Rd W, Wayzata, MN 55391, United States (“Cargill,” “us” or “we”) pertaining to Cargill’s Reskued™ application (“Reskued” or “Platform”). The web-based application is an online marketplace built by the food industry, to connect food manufacturers and distributors with local consumers who are enthusiastic about building a world free of waste, by transacting on surplus or at-risk inventory. It is a creative solution that helps identify and surface at-risk inventory as early as possible, enabling distributors and buyers to minimize waste while maximizing savings and unlocking new opportunities. Reskued is not a wholesaler or retailer. By signing up as a “ReSkuer,” You will have access to different Manufacturers and/or Distributors who are providing various surplus and/or at-risk food and beverage products on the platform for sale. Features and/or services offered through the Platform may vary, and more detailed information on the current, new features and functionalities of the Platform will be provided from time to time. The application may be executed through our website, mobile and web applications, social media platform, or other online services (collectively, the “Platform”).

YOUR ACCESS TO AND USE OF THE PLATFORM IS SUBJECT TO THE FOLLOWING TERMS AND ALL APPLICABLE LAWS. BY ACCESSING, USING, DOWNLOADING OR INSTALLING THE PLATFORM YOU AREE TO THESE TERMS WITHOUT LIMITATION OR QUALIFICATION. If You do not agree to these Terms, we do not grant You permission to use the Platform.

When using particular services or features of the Platform, both these Terms and a separate contract, terms of service or similar agreement (“**Additional Terms**”) may apply to Your use of that service or feature. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms state otherwise.

You must be over 18 and have reached the age of majority in your state of residence in order to use the Platform.

These Terms are only available in the English language. You should also print a copy of these Terms for Your future reference.

We may revise and update these Terms at any time without notice by posting the amended Terms to the Platform. Your continued use of the Platform means that you accept and agree to the revised Terms. If you disagree with the Terms (as amended from time to time) or are dissatisfied with this Platform, your sole and exclusive remedy is to discontinue use of the Platform. **THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” HYPERLINK LOCATED AT THE BOTTOM OF EVERY PAGE ON THE PLATFORM.**

1. YOUR ACCESS TO THE PLATFORM

Your use of the Platform under these Terms is also subject to any terms, rules or policies of any web browser (“Browser”) through which you access the web-based Platform. In the event of any conflict between these Terms and any Browser Terms, the Browser Terms will prevail with respect to the use of the Browser itself.

We and our service providers are responsible for any maintenance and support of the Platform, and You acknowledge that any Browser through which you access the Platform is not under any obligation to You to carry out any maintenance and/or support for the Platform itself.

These Terms apply to the Platform including any updates or supplements to the Platform, unless they come with separate terms, in which case those terms apply. We may change these Terms at any time by notifying You of a change when You next start the Platform (we may also email You about any material changes to the Terms). The new terms may be displayed on-screen, and You may be required to agree to them to continue Your use of the Platform. The date these Terms were last updated appears at the bottom of these Terms.

From time to time, we may issue updates to the Platform. Depending on the update, You may not be able to use the Platform until You have accepted any new terms. In order to use the Platform, You may be required to obtain certain updates and/or upgrades to Your device. You are responsible for any costs and/or fees associated with any such updates/upgrades. You also understand and accept that (a) the device You use to access the Platform will require certain software in order for the Platform to work correctly and it is Your responsibility to ensure that You have the required up-to-date software, and (b) the Platform has not been developed to meet Your individual requirements, and it is therefore Your responsibility to ensure that the functionality of the Platform meets Your requirements.

You accept responsibility under these Terms for the use of the Platform, whether or not You own the device onto which the Platform is used.

Access to the Platform may be suspended without notice (a) in the case of system failure, (b) for maintenance or repair, (c) where we reasonably suspect there has been a breach of these Terms, (d) for reasons reasonably beyond our control, (e) where Your Use of the Platform negatively impacts the brand and reputation of Cargill, or (f) as otherwise explained in these Terms.

2. PERMITTED USE AND RESTRICTIONS

In consideration of You agreeing to abide by these Terms, we grant You a non-transferable, non-exclusive license (i.e., permission) to use the Platform subject to these Terms. We reserve all other rights, which are not granted in these Terms.

Except as explained in these Terms or as permitted by any applicable local law, You agree: (a) not to copy the Platform except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up, (b) not to rent, lease, sub-license (i.e. grant anyone else the permission to use the Platform), loan, translate, merge, adapt, vary or modify the

Platform (or any part of it), (c) not to, nor attempt to, disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform, and (d) not to provide or otherwise make available the Platform in whole or in part in any form to any person without prior written consent from us.

You must not use the Platform: (a) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system used by the Platform, (b) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users, (c) to collect or harvest any information or data from the Platform or our systems or attempt to decipher any transmissions to or from the servers running the Platform, (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms, or (e) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

3. YOUR PROMISES TO US

You promise to us that (a) You are authorised to agree to these Terms, (b) You are not located in a country subject to a United States government embargo, nor are You located in a country that has been designated by the United States government as a “terrorist supporting” country, (c) You are not listed on any United States government list of prohibited or restricted parties, (d) any information submitted by You shall be at Your own risk, and (e) You will not disclose nor allow to be disclosed by any means any confidential information belonging to us that You become aware of.

We control the Platform from offices located in the United States of America. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us to any registration requirement within such jurisdiction or country. The laws of other countries differ regarding the access and use of the Platform. We make no representations regarding the legality of the Platform in any other country, and it is Your responsibility to ensure that Your use complies with all applicable laws outside of the U.S.A. Anyone using or accessing the Platform from other locations does so on their own initiative and is responsible for compliance with United States’ and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Platform to any person, geographic area, or jurisdiction at any time and in our sole discretion.

4. PRIVACY

These Terms also incorporate the terms of our privacy policy (as updated from time to time), which is available from within the Platform and on our website at [Online Privacy Policy | Cargill](#) (the “**Privacy Policy**”) unless any element of the Platform is subject to a separate privacy policy, which we notify to You. Our Privacy Policy explains how Your personal information will be collected and used as well as other information regarding Your privacy (such as how You can adjust Your privacy settings).

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Platform anywhere in the world belong to us or our licensors, that rights in the Platform are licensed (not sold) to You, and that You have no rights in, or to, the Platform other than the right to use it in accordance with these Terms.

Many of the trademarks/service marks and/or logos (collectively the “Marks”) displayed on the Platform identify the services and products of us or the Manufacturers and/or Distributors and inform the public as to the source of those services and products. Your misuse of any Mark is strictly prohibited, including without limitation, your use of Marks in any of the following ways:

- In a manner likely to cause confusion
- To identify your products or services
- In, as, or part of your own trademarks or service marks
- In a manner that inaccurately implies a sponsorship, endorsement, or other connection with your products, services or other activities; or
- In a manner that disparages or dilutes the Marks.

You agree not to display or otherwise inappropriately use the Marks without prior written permission from us or the Manufacturers and/or Distributors. For Cargill Marks, please make such requests by email to hello@Reskued.app. We will evaluate your request and respond as soon as possible. For the use of Manufacturers’ or Distributors’ Marks, please indicate that request in the subject line in an email to hello@Reskued.app and we will forward your request to the respective Manufacturer and/or Distributor.

Please feel free to browse the Platform. In general, and unless otherwise posted, you may review and print copies of material from the Platform, provided that the material (1) is used only for non-commercial purposes, and (2) retains, without alteration, all copyright, trademark, and other proprietary notices displayed on the material as posted on the Platform.

You are not permitted to make or distribute copies of material on the Platform for any commercial purpose without prior written permission from us. None of the material contained on the Platform (including all software, HTML code, and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation, or otherwise), resold or redistributed without the prior written permission of us. Except as otherwise noted, all content of the Platform is:

Copyright © 2021 Cargill, Incorporated. All rights reserved. Cargill has a policy of terminating services to users who wilfully and/or repeatedly infringe. For further information regarding permission to use material from the Website, please contact us at hello@hottake.life.

Cargill respects the intellectual property of others, and we ask visitors to our Platform to do the same. If you believe your work has been used in a way that constitutes copyright infringement, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to the designated Copyright Agent of Cargill:

- Identification of the copyrighted work(s) that you claim has been infringed;
- Identification of where the material that you claim to be infringing is located on the Platform;
- A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent, or the law, including the law of copyright fair use;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner of an exclusive copyright that is allegedly infringed or are authorized to act on the copyright owner's behalf;
- Your address, telephone number, and e-mail address; and
- Your physical or electronic signature.

The designated agent of Cargill for notification of claims of copyright infringement on the Platform can be reached as follows:

Address: Designated Agent for Intellectual Property
 Chief IP Counsel
 Cargill, Incorporated
 15407 McGinty Rd W
 Law Department – Mail Stop 24
 Wayzata, MN 55391
 Telephone: 952-742-7575
 E-mail: law_ip@cargill.com

6. USER CONTENT

Whenever You make use of a feature that allows You to upload any content such as any responses, text, audio, video, or other content via the Platform (“**User Content**”), or to share any User Content with other users of the Platform, You promise that any such User Content: (a) will not be defamatory, obscene, offensive or otherwise objectionable, (b) will not infringe the intellectual property rights (such as copyright) or other rights (such as privacy or confidentiality) of any third party, (c) will comply with applicable laws (d) will not promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (e) will not be likely to deceive any person, (f) will not be threatening, abusive or cause annoyance, inconvenience or needless anxiety, (g) will not be likely to harass, upset, embarrass, alarm or annoy any other person, (h) will not impersonate any person, or misrepresent Your identity or affiliation with any person, (i) will not give the impression that it emanates from us, if this is not the case, and (j) will not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You acknowledge that any User Content You upload could pose us a significant risk if it breaches these Terms, and You therefore, to the extent permitted by law, agree to indemnify, defend, and hold harmless us and our customers from and against all third-party claims arising out of any of Your User Content. We will not be responsible, or liable to any third party, for any User Content submitted by You or any other user of the Platform.

Any User Content You upload to the Platform and any feedback or suggestions You provide to us regarding the Platform will be considered non-confidential and non-proprietary, and we have the irrevocable, worldwide, royalty-free, non-exclusive right (subject to our Privacy Policy) to use,

copy, edit, distribute and disclose it to third parties for any purpose without limit in time and without payment to You. Whilst we may not actively monitor any User Content, we have the right (but are under no obligation) to remove any User Content if, in our opinion, it is in breach of these Terms or is otherwise inappropriate.

7. USING THE RESKUED™ PLATFORM

- (a) By using the Platform or otherwise providing us with any of Your personal information in the Platform, You represent and warrant that: (i) You are at least 18 years of age and have reached the age of majority in your state of residence and that You will abide by the provisions of these Terms, and that You will use the Platform solely for Your personal, non-commercial use, in a manner consistent with these Terms and any and all applicable laws and regulations.
- (b) By supplying your e-mail upon being prompted, and checking “Yes” to e-mail advertising and marketing, You agree to receive communications containing product information, promotion information and special offers from Cargill and Reskued. Cargill will use the information you provide in accordance with our [Business Information Notice](#).
- (c) By using the Platform, You acknowledge and agree that the accuracy and truthfulness of any and all information related to its food and beverage products on the Platform are solely the responsibility of the Manufacturers and/or Distributors. Reskued™ does not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.
- (d) **RESKUED™ DISCLAIMS ANY RESPONSIBILITY RELATED TO ANY AND ALL PRODUCT, BEVERAGE AND PACKAGE INFORMATION LISTED ON THE PLATFORM, INCLUDING BUT NOT LIMITED TO:**
- **PRODUCT NAMES AND IMAGES**
 - **GENERAL PRODUCT DESCRIPTION, INCLUDING FOOD AND BEVERAGE CATEGORIES**
 - **TRADEMARKS OR SERVICE MARKS**
 - **BRANDS OR LOGOS**
 - **PRODUCT CLAIMS**
 - **NUTRITION PANEL**
 - **INGREDIENTS**
 - **ALLERGENS**
 - **FOOD OR PACKAGE CLAIMS, INCLUDING BUT NOT LIMITED TO FOOD CHARACTERIZATION, DIETARY CLAIMS, OR SUSTAINABILITY**
 - **PACKAGE WEIGHT**

- (e) By using the Platform, you acknowledge and agree that any offer for any product or service made on this site is void where prohibited.
- (f) We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

8. PRODUCT ORDERING

You acknowledge and agree that You shall review any purchase orders before submitting for payment and fulfilment. An order is not accepted until You receive a confirmation of a successful order. You may attempt to cancel an order before it is processed by contacting customer service as displayed on the Platform.

9. REFUNDS AND RETURNS

There will be a strict no-return and no-refund policy on any and all food and beverage items purchased on the Platform.

10. THIRD PARTY SITES AND SERVICES

You acknowledge that we have no control over the Third Party Services and are not responsible for their contents and/or availability.

We do not endorse the content or other material contained in the Third Party Services and have no association with their operators. Your use of the Third Party Services will be governed by their terms and conditions and privacy policies (if any) (“**Third Party Terms**”). It is Your responsibility to read and comply with the Third Party Terms.

11. DISCLAIMER AND LIMITATION OF LIABILITY

WE PROVIDE THE PLATFORM ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO GUARANTEE THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WHILE WE TAKE REASONABLE PRECAUTIONS TO PREVENT THE EXISTENCE OF COMPUTER VIRUSES AND/OR OTHER MALICIOUS PROGRAMS, WE ACCEPT NO LIABILITY FOR THEM. WE ALSO MAKE NO PROMISES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT THE CONTENT IN THE PLATFORM IS ACCURATE, COMPLETE OR UP TO DATE. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, WHICH MAY APPLY TO THE PLATFORM, WHETHER EXPRESS OR IMPLIED.

RESKUED DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

ANY CLAIM BY RESKUER THAT ANY GOODS OR SERVICES DO NOT CONFORM TO THE AGREED MUST BE MADE PROMPTLY AND WILL BE DEEMED TO BE WAIVED UNLESS RECEIVED, IN WRITING, BY RESKUED WITHIN THIRTY (30) DAYS AFTER THE DELIVERY OF THE GOODS OR SERVICES. RESKUER ACKNOWLEDGES AND AGREES THAT RESKUED BEARS NO LIABILITY FOR SUCH CLAIMS, I.E. RELATED TO DELIVERY OF NONCONFORMING GOODS OR SERVICES, EXCEPT AS OUTLINED IN SECTION 7(F) AND SECTION 9. RESKUER FURTHER ACKNOWLEDGES AND AGREES THAT BEYOND THE AFOREMENTIONED, ANY AND ALL CLAIMS RELATED TO DELIVERY OF NONCONFORMING GOODS ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER AND/OR DISTRIBUTOR. RESKUER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO MANUFACTURERS' AND/OR DISTRIBUTORS' POLICY ON SUCH CLAIMS. ALL NONCONFORMING GOODS MUST BE DISPOSED OF BY RESKUER IN A MANNER ACCEPTABLE TO MANUFACTURER AND/OR DISTRIBUTOR.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL RESKUED BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCURRED BY RESKUER OR ANY THIRD PARTY REGARDLESS IF A CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE.

WE ONLY SUPPLY THE PLATFORM FOR DOMESTIC, PERSONAL AND PRIVATE USE. YOU AGREE NOT TO USE THE PLATFORM FOR ANY COMMERCIAL, BUSINESS OR RESALE PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

Nothing in these Terms will limit or exclude our liability for (a) death or personal injury resulting from our negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other liability that cannot be excluded or limited by Minnesota law.

Nothing in these Terms restricts any legal rights You may have as a consumer.

12. TERMINATION

We may terminate these Terms and Your permission to use the Platform immediately if (a) You commit any breach of these Terms, (b) we discontinue the Platform or a portion thereof, or (c) we are prevented from providing the Platform for any reason.

Furthermore, we reserve the right to change, edit, suspend delete and/or cancel any part of the Platform and/or Your access to it at any time with or without notice to You: (a) if required by law, (b) due to an event beyond our control, or (c) as a result of changes, cancellations or revocation of approval by any applicable Platform Store Provider.

On termination of these Terms for any reason: (a) all rights granted to You under these Terms will immediately cease, (b) You must immediately cease all activities authorized by these Terms (including Your use of the Platform), (c) You must immediately uninstall and remove the Platform from Your device(s), and (d) You acknowledge that we may restrict Your access to the Platform and/or remove it from Your device.

13. COMMUNICATION BETWEEN US

If You wish to contact us in writing, or if any condition in these Terms require You to give us notice in writing, You can send this to us by e-mail or by prepaid post using the contact details at the bottom of these Terms. If we have to contact You or give You notice in writing, we may do so by e-mail or using any other contact details You provide to us.

14. USING THE RESKUED PLATFORM

14.1 By downloading and using the Platform or otherwise providing us with any of Your personal information in the Platform, You represent and warrant that: (i) You are at least 18 years of age and have reached the age of majority in your state of residence and that You will abide by the provisions of these Terms, and that You will use the Platform solely for Your personal, non-commercial use, in a manner consistent with these Terms and any and all applicable laws and regulations.

15. SOCIAL MEDIA ENDORSEMENT, INFLUENCE, AND REVIEWS

In the event [Cargill offers](#) You [the opportunity](#) to enter into a business arrangement with Reskued to become a Reskued Influencer, additional terms and conditions may apply and shall be communicated to You either before, or at the time of such business arrangement.

In the event You provide a social media endorsement, testimonial or review (“Endorsement”) of Reskued, its Surveys (to the extent permitted by Your confidentiality obligations), or any other service provided by Reskued, You must disclose any material connection You have with us in a simple and clear way; and You must provide an accurate and truthful review.

You understand and agree that it is Your responsibility to comply with applicable law when providing an endorsement or review of Reskued, its Surveys, or any other service provided by Reskued. Additional information related to Your responsibilities can be found at the Federal Trade Commission’s website: <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf> and <https://www.ftc.gov/tips-advice/business-center/guidance/disclosures-101-social-media-influencers>.

You understand and agree that we shall have the irrevocable, perpetual, worldwide, royalty-free, non-exclusive right to distribute, display, perform, and otherwise use such Endorsement in any manner in any media now known or hereafter devised for any reason whatsoever for so long as you have a profile and/or account on the Platform and any time thereafter. You shall have no claim to compensation or benefits (other than as specifically set forth in any separate agreement You might enter into) or any claim, including, without limitation, claims based upon invasion of privacy, defamation or right of publicity, arising out of any use (in accordance with the terms hereof), alteration, blurring, distortion or use in composite form of your persona (as may be

defined below) or social media posts. In addition, You hereby waive the benefit of any law known as droit moral (or moral rights) and of any similar law anywhere in the world.

16. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms to another organisation, but this will not affect Your rights or our obligations under these Terms.

If we fail to insist that You perform any of Your obligations under these Terms, or if we do not enforce any of our rights against You, or if we delay in doing so, that will not mean that we have waived any of our rights against You and will not mean that You do not have to comply with those obligations. If we do waive a default by You, we will only do so in writing, and that will not mean that we will automatically waive any later default by You.

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. Other than as expressly set out in these Terms, no one other than You and us is intended to have any right or ability to enforce any of the provisions of these Terms.

These Terms of Use shall be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use shall be venued exclusively in a state or federal court in Hennepin County, Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

To the fullest extent permitted by applicable law, you agree that NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

These Terms were last updated on September 21, 2023.

17. ABOUT US

ReSkued
Cargill Digital Business Studio
Cargill, Incorporated
15407 McGinty Rd W
Wayzata, MN 55391