These Terms of Service ("Terms") govern your access to and use of all Mealkitmaker Inc. products and services.

Please read these Terms carefully, and contact us if you have any questions. By accessing or using Mealkitmaker products and or services, you agree to be bound by these Terms.

The following terms are for content creators who wish to upload content to Mealkitmaker.com

# 1. Our Service

Mealkitmaker helps users meal-plan and discover delicious new recipes. To optimize the experience, we show relevant recipes. Some of the things we show you can be sponsored content. This content will be labelled clearly. You can register as a content creator and add your own recipes.

## 2. Using Mealkitmaker

You may use Mealkitmaker products and services only if you can legally form a binding contract with Mealkitmaker, and only in compliance with these Terms and all applicable laws. Creating an account, you must provide Mealkitmaker accurate and complete information. You cannot use Mealkitmaker if it would be prohibited by U.S. sanctions. Any use or access by anyone under the age of 13 is not allowed.

## 3. Content Creator use of Mealkitmaker.

Using Mealkitmaker products or services to promote online food content (recipes) you must create a content creator account and agree to our content creator terms outlined in this document.

# 4. Posting content

Mealkitmaker permits posting of content, including recipes, photos, comments, links, and other materials. The content posted can be deactivated and removed in the content creator admin panel. If you would like to deactivate your entire account please contact support via email outlined on mealkitmaker.com

# 5. Making content available

You grant Mealkitmaker and our users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on Mealkitmaker for the purposes of operating, developing, providing, and using Mealkitmaker. Nothing in these Terms restricts other legal rights Mealkitmaker may have to uploaded content.

# 6. Administrative removals of content

Mealkitmaker reserves the right to remove, modify or ban uploaded content. Mealkitmaker also can alter the way the uploaded content is used in Mealkitmaker products and services.

#### 6.1. DMCA

We respond to notices of alleged copyright infringement under the United States Direct Millennium Copyrights Act. If you believe your intellectual property rights have been infringed please notify by using the contact form found on mealkitmaker.com.

## 7. Content availability

The content will be available on Mealkitmaker until the content or entire content creator account is deleted. Note that unpublished content will still be stored for possible future publication.

#### 8. Termination

Mealkitmaker may terminate or suspend your right to access or use Mealkitmaker products or for any reason without notice.

#### 9. Security

We work hard to protect your account with Mealkitmaker but cannot guarantee unauthorized third parties won't be able to gain access regardless. Please contact us immediately if you suspect a breach of your account.

#### **10. Indemnity**

Using Mealkitmaker for commercial purposes you agree to indemnify Mealkitmaker Inc it's subsidiaries, affiliates, directors and shareholders. The indemnifying party shall defend, indemnify, and hold harmless the indemnified party against any and all claims, damages, losses, and costs without limitations.

#### **11. Jurisdiction**

The governing law and jurisdiction for these terms is the State of Texas.

### 12. Assignment

These terms and granted rights are binding between the user and Mealkitmaker Inc. the and cannot be transferred to a 3rd party by user without explicit written consent from Mealkitmaker Inc.

### 13. Limits of liability

Under no circumstance shall Mealkitmaker Inc. be held liable for damages due to disruption or termination of service, actions by third parties, unauthorized access or alterations. These limits shall extend to the maximum permitted by law.