

Kitchen Abz: Subscription Terms

FEES AND PAYMENT.

Subscription Services

For your convenience, Company offers subscription services whereby you select a set of meals and a delivery date of your choosing and Company sends those meals to the location you have selected on a weekly basis.

WHEN YOU REGISTER FOR A SUBSCRIPTION (AND EACH TIME YOU CHANGE YOUR PLAN), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT COMPANY (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A WEEKLY BASIS FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AN INDEFINITE PERIOD OF TIME UNTIL CANCELLED BY YOU OR US. THE AMOUNT YOU ARE CHARGED AND THE NUMBER OF MEALS YOU RECEIVE EACH WEEK MAY VARY DEPENDING ON THE PREFERENCES YOU SELECT. YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT OBTAIN ANY ADDITIONAL AUTHORIZATION FROM YOU FOR SUCH AUTOMATIC, RECURRING PAYMENTS.

Billing

For subscription customers Company will bill the credit card on file on Wednesday evening prior to delivery date.

By subscribing to our service you are agreeing to pay recurring periodic subscriptions for an indefinite period of time until cancelled by you or us. You will not receive any advance notice of this payment but you will receive post-payment confirmation by email. It is your responsibility to maintain current, valid payment information with Company. If your automatic recurring payment is declined, you will be contacted by phone or email. If we cannot contact you we cannot guarantee that your meals will be shipped.

Refunds

All orders are final due to being perishable food. If our Courier fails to deliver your package on time and your perishables are spoiled, we will immediately refund your order.

There are no refunds unless otherwise stated.

Cancellation

Subscription customers have the ability to select, change, or cancel a meal delivery any time prior to the weekly cut-off time on Wednesdays at 5:00 pm Eastern Time Zone (EST). Orders cannot be modified or cancelled after the cut-off time. Unless notified by the subscriber prior to the cut-off, Company will prepare and ship the meals selected in accordance with subscription terms and bill the credit card on file in accordance with our normal billing procedures. Order cancellations must be submitted prior to the cut-off time to take effect for the next week's delivery. Upon termination or expiration of this Agreement, the following provisions shall survive: Reservation of Rights, Confidential and Proprietary Information, Disclaimer of Warranty, Limited Warranty, Limitation of Liabilities, Survival, and Miscellaneous Provisions.

DELIVERY

We use reliable third-party delivery companies to deliver your meals, that will generally deliver your meals prior to 8 pm EST on your delivery date. However, to maintain the highest quality and integrity of the meals after delivery, we recommend that you immediately refrigerate the items when you receive them. Furthermore, you should inspect your package to ensure the contents arrive in a cool, refrigerated condition. The best way to do this is to check the meat and fish with a thermometer to ensure their internal temperatures are 41F or below. If a fresh food product arrives at above 41F, you should contact our customer service and discard the item. If you are not home when a delivery arrives, our delivery person will leave the package for you at your door.

In the case of inclement weather, we will deliver your order as soon as reasonably possible when the

conditions permit. If your designated delivery location is inaccessible, rendering us unable to make the delivery, we will contact you to determine the best alternate location and/or date for the delivery.

RESERVATION OF RIGHTS.

Company. Company expressly reserves all rights in the Service and all other materials provided by Company hereunder not specifically granted to Customer. It is acknowledged that all right, title and interest in the Service and all other materials provided by Company hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Company (or third party suppliers, if applicable) and that the Service and all other materials provided by Company hereunder are licensed on a services subscription basis and not “sold” to Customer. Names, logos, and other materials displayed on the Services constitute trademarks, tradenames, service marks or logos (“Marks”) of Company or other entities. Customer is not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Company or those other entities. Any use of third party software provided in connection with the Services will be governed by such third parties’ licenses and not by this Agreement.

Customer. Customer expressly reserves all rights in any information, records, files or other data that Customer (or Customer Personnel) loads, enters into, or otherwise makes available to Company or the Service and all results from processing such data, including compilations, and derivative works thereof (“Customer Data”), except that Customer grants Company a perpetual, non-exclusive, world-wide, royalty free, fully sublicenseable, fully paid-up license to use, reformat, modify, display, perform, reproduce, and create derivative works of the Customer Data: (i) in providing the Service to Customer or (ii) in connection with Company’s internal business purposes. Unless specifically agreed in writing, each Party’s rights under this clause (b) extend to any update, adaptation, translation, customization or derivative work of Customer Data, made under this Agreement.

CONFIDENTIAL AND PROPRIETARY INFORMATION.

To the extent Confidential Information is disclosed, the Company and Customer shall protect the secrecy of the Confidential Information with the same degree of care as it uses to protect its own confidential

information, but in no event with less than due care, and shall not disclose Confidential Information to anyone except as required by law. Upon termination of the Contract, each party shall return all confidential information to its rightful owner as promptly as possible.

This Agreement does not give Customer any rights in Company's intellectual property or technology. Company and related trademarks and logos are the exclusive property of Company. Company and Customer agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar Company from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

DISCLAIMER OF WARRANTY

The Services provided under this Agreement are provided on an as is, as available basis. Company does not make any warranties that the Services will be successful or error free; nor do they make any warranties as to the results that may be obtained from the purchase of the Services as to accuracy, reliability or content of any information, services or merchandise contained in or provided through the services.

WE ARE NOT LIABLE AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY RELATED PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

LIMITED WARRANTY

Company represents and warrants to Customer that the Services will be performed (a) in a manner consistent with industry standards reasonably applicable to the performance thereof; (b) at least at the same level of service as provided by Company generally to its other Customers for the same services; and (c) in compliance in all material respects with the applicable Service Descriptions.

The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Company's reasonable control; (b) that resulted from any actions or inactions of Customer or any third parties; or (c) that resulted from Customer's equipment or any third-party equipment not within the sole control Company. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OFFER PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO CUSTOMER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other Terms of Service theory (including strict liability), other than claims based on fraud or willful misconduct.

Notwithstanding anything to the contrary in this Agreement, Company maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the purchase of the offer which gave rise to such damages, losses and causes of actions.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Company and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents (each an “indemnified party” and, collectively, “indemnified parties”) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney’s fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to Customer’s purchase of the offer, (ii) any breach of any representation, warranty or covenant of Customer contained in this Agreement or (iii) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

MISCELLANEOUS

Independent Contractor. Company and Customer are independent contractors and nothing contained in this Agreement places Company and Customer in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the

formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this agreement must be brought in a state or federal court located in Hillsborough County, Florida. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Headings. The headings herein are for convenience only and are not part of this Agreement.

Entire Agreement; Amendments. This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of Customer or Company, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Customer and Company. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms of Service may be modified from time to time by Company in its sole discretion, which modifications will be effective when posting to Company Web site or on any subsequent date as may be set forth in any required notice provided by us in connection therewith.

Severability. All rights and restrictions contained in this Agreement may be exercised and shall be

applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. Company may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in Company's billing records.

Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Customer. This

Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.

Violation of the Terms. You understand and agree that in the sole discretion of Company and without prior notice, Company may terminate your access to the Site, cancel your order or exercise any other remedy available and remove any unauthorized User Content, if Company believes that the User Content you provided has violated or is inconsistent with these Terms of Use violated the rights of Company, another User or the law. You agree that monetary damages may not provide a sufficient remedy to Company for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. Company may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. Company is not required to provide any refund to you if you are terminated as a User because you have violated these Terms of Use.

Copyright Policy. We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the Content they upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the Site prior to that time if we believe that the alleged infringement has occurred

Links. The Site may automatically produce search results that reference or link to third party sites

throughout the global Internet. Company has no control over these sites or the content within them. Company cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. Company does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against Company for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, please notify us, and we will investigate your claim and take any actions we deem appropriate at our sole discretion.

INTERNET TECHNOLOGY AND THE APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, WE RESERVE THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEBSITE.

PRIVACY POLICY

We reserve the right to change this Privacy Policy at any time. Any such changes, modifications, additions or deletions shall be effective immediately. You acknowledge and agree that it is your responsibility to review this site and this Policy periodically and to be aware of any modifications. Your continued use of the site after such modifications will constitute your acknowledgment of the modified Policy, and agreement to abide and be bound by the modified Policy.

This Privacy Policy of Company covers the collection, use and disclosure of personal information that may be collected by the Company anytime you interact with the Company, such as visit our website, purchase products or services, or contact the Company. Your privacy is a priority of the Company and we go to great lengths to protect it.

You acknowledge that this Privacy Policy is part of our Terms of Service, and by accessing or using our site or purchase any of the offers associated with, you agree to be bound by all of its terms and conditions. This Privacy Policy covers the collection, use, and disclosure of personal information that

may be collected. Please read the following carefully to learn how we collect information, or information practices including what type of information is gathered, how that information is used, to whom we disclose the information, and how we safeguard your personal information. If you do not agree to these terms, please do not access or use this site.

TYPES OF INFORMATION COLLECTED

In order to better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our site and purchasing our offers.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this site, such as ordering a product or service, submitting content and/or posting content in discussion forums or other public areas, or sending us feedback, we may ask you to provide certain information about If you yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including zip code), email address, and other personal identifying information. When ordering products or services on the site, you may be asked to provide a credit card number. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

Non-Personally Identifiable Information: This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL") that you just came from, which URL you next go to, what browser you are using, and your Internet Protocol ("IP") address. A URL

is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the web, allowing web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet.

COLLECTION METHOD AND USE OF INFORMATION

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you: register for our services and register your email address with us; sign up for special offers from selected third parties; send email messages, submit forms or transmit other information by telephone or letter; or submit your credit card or other payment information when ordering and purchasing products and services on our site. We may also collect information from you at other points on our site that state that such information is being collected.

In addition, we may also collect, or our third party ad server and/or content server may collect, certain Non-Personally Identifiable Information. This information is ultimately stored in the form of store categories, and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers, software, to administer our site and to gather demographic information. Our third party ad servers will also provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our site.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our site, fill orders, improve our marketing and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our site's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you

regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use, Sales Terms and Conditions, and this Private Policy

RELEASE OF INFORMATION

Disclosure of Information to Service Providers and Third Party Vendors. Company may disclose your Personally Identifiable Information to third-party service providers and vendors in order to effect or carry out any transaction that you have requested from Company or as necessary to complete its contractual obligations with you. This includes e-mail service providers, providers of direct marketing services and applications, including lookup and reference, and data enhancement, suppression and validation services.

Company contractually prohibits the sale or transfer of Personally Identifiable Information by such service providers and vendors. Company may share Personally Identifiable Information with affiliated companies that are directly or indirectly controlled by, or under common control of Company..

We do provide some of our services through contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners use your Personally Identifiable Information to operate our sites and to deliver their services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on this site; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us provide customer service.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law

enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any

activities that we in good faith believe to be unlawful.

We may also provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related site information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

The Company has safeguards in place to keep your personal information accurate, complete, and up to date for the purposes for which it is used. You always have the right to access and correct the personal information you have provided and can help us ensure that your contact information and preferences are accurate, complete, and up to date by checking this website. In addition, you can request a copy of your personal information, your product registration history, and your interactions with our sales and support agents by contacting us at the email address below

SECURITY OF INFORMATION

At our site, you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our user is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected Company personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: there are security and privacy limitations of the Internet which are beyond our control; the security, integrity, and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and any such information and data may be viewed or tampered with in transit by a third party.

COOKIES

When you use our site we will store cookies on your computer in order to facilitate and customize your use of our site. A cookie is a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothly and help us to maintain a secure site. You are always free to decline our cookies if your browser permits, but some parts of our site may not work properly in that case.

We may use an outside ad serving company to display banner advertisements on our site. As part of their service, they will place a separate cookie on your computer. We will not provide any third-party ad server with any of your Personally Identifiable Information or information about your purchases. We and our third party ad server will collect and use Non-Personally Identifiable Information about you, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular ad. Other advertisers may also place banner ads on our site in the same manner as above, but we will not disclose any Personally Identifiable Information to them.

PRIVACY POLICIES OF THIRD PARTY SITES

This document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use, and disclosure practice. We are not responsible for the policies or practices of third parties. Additionally, other

companies which place advertising on our site may collect information about you when you view or click on their advertising through their use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information they collect.

TERMS OF SERVICE

Please read this Terms of Service (“Agreement”) carefully before using any of the products or services provided by Kitchen-Abz (“Company”). By using this website and the products of Company, you are agreeing to all the terms contained herein. If you do not agree to this Agreement, your only recourse is to not use the website or services of Company. Our Privacy Policy is incorporated by reference into this Agreement.

HEALTH DISCLAIMER.

Company does not provide weight loss management or medical advice. Company is not a medical organization and our staff cannot give you medical advice or diagnosis. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen. The contents of Company websites, such as text, graphics, interactive tools, images and other material contained on the site (“content”) are for informational purposes only. The content or any nutritional advice received is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider regarding a medical condition. If you think you may have a medical emergency, call your doctor or 911 immediately. All nutritional advice provided by Company is for educational purposes only.

All nutritional advice should be taken at the discretion and risk of the customer/visitor. Reliance on any information provided on Company websites, including information posted by other visitors to the sites, is solely at your own risk. Nutritional advice is subject to constantly evolving knowledge in relation to health science, nutritional science and sports science. Although we base our trainings and nutritional tips on current studies and knowledge, we do not guarantee that these reflect the most up to date research findings or knowledge. All educational content is intended for generally healthy people above

the age of 18. We cannot guarantee any results such as weight loss, lean mass gain, or muscle gain from our products or website.

Please note that the food may be prepared in an area that also contains nuts. If you have a specific allergy, you should read all the ingredients prior to consuming any of the meals prepared by Company.

SERVICES

Company is in the business of providing food preparation services (“Services”) to individuals and businesses (“Customers”). Customers may engage Company for Services by contacting info@kitchenabz.com.

ACCOUNT INFORMATION FROM THIRD PARTY SITES.

Through the Service, you may direct Company to retrieve certain information maintained online by third-party financial institutions or providers with which you have a customer relationship, maintain accounts or engage in financial transactions (“Account Information”). You agree to provide your username, password, PIN and other log-in information and credentials necessary to access your account with such institutions or providers (“Access Information”), and you hereby grant Company permission to use the Access Information and Account Information for the purposes contemplated by this Agreement.

By using the Service, you expressly authorize Company to access, store and use your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize Company to store and use your Access Information to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit Account Information. This may include, without limitation, monitoring your usage (including the location of relevant clicks and links) of such third party sites (when accessed through the Service) solely to facilitate such compatibility and our contemplated access to your relevant Account Information in connection with the Service. For purposes of this Agreement, you grant Company a limited power of attorney, and appoint Company as your attorney-in-fact and agent, to access third party sites using Access Information, and to retrieve,

store and use your Account Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person solely in connection with Company's provision of the Service.

YOU ACKNOWLEDGE AND AGREE THAT WHEN COMPANY ACCESSES AND RETRIEVES ACCOUNT INFORMATION FROM THIRD PARTY SITES, COMPANY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You acknowledge and agree that the foregoing does not imply sponsorship or endorsement by any third party services accessible through the Service. You represent and warrant that neither the foregoing (or anything else in this Agreement) nor your use of the Services will violate any agreement or terms to which you are subject, including without limitation, those with respect to any third party site or service.

Through the Service, you may direct Company to retrieve certain information maintained online by third-party financial institutions or providers with which you have a customer relationship, maintain accounts or engage in financial transactions ("Account Information"). You agree to provide your username, password, PIN and other log-in information and credentials necessary to access your account with such institutions or providers ("Access Information"), and you hereby grant Company permission to use the Access Information and Account Information for the purposes contemplated by this Agreement.

By using the Service, you expressly authorize Company to access, store and use your Account Information maintained by identified third parties, on your behalf as your agent. You hereby authorize

Company to store and use your Access Information to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit Account Information. This may include, without limitation, monitoring your usage (including the location of relevant clicks and links) of such third party sites (when accessed through the Service) solely to facilitate such compatibility and our contemplated access to your relevant Account Information in connection with the Service. For purposes of this Agreement, you grant Company a limited power of attorney, and appoint Company as your attorney-in-fact and agent, to access third party sites using Access Information, and to retrieve,

store and use your Account Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person solely in connection with Company's provision of the Service.

YOU ACKNOWLEDGE AND AGREE THAT WHEN COMPANY ACCESSES AND RETRIEVES ACCOUNT INFORMATION FROM THIRD PARTY SITES, COMPANY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You acknowledge and agree that the foregoing does not imply sponsorship or endorsement by any third party services accessible through the Service. You represent and warrant that neither the foregoing (or anything else in this Agreement) nor your use of the Services will violate any agreement or terms to which you are subject, including without limitation, those with respect to any third party site or service.