

# **New Seasons Market Terms of Use**

**Last Updated: September 1, 2023**

Welcome to New Seasons Market! These Terms of Use (“**Terms**”) are an agreement between you and New Seasons Market LLC and its affiliates (“New Seasons Market”, “we”, “us”, or “our”) and apply to your access and use of our website at [www.newseasonsmarket.com](http://www.newseasonsmarket.com), any other website or application where these Terms are posted, and any online products and services offered through or by our Sites (collectively, the “**Services**”).

**By accessing or using our Services, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 16, do not access or use our Services.**

We may make changes to these Terms from time to time. If we make changes, we will provide notice by posting the amended Terms and updating the “Last Updated” date above and/or by sending you an email notification. Unless we say otherwise in our notice, or unless otherwise required by law, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

If you have any questions about these Terms or our Services, please contact us at [talktous@newseasonsmarket.com](mailto:talktous@newseasonsmarket.com).

## **1. Summary of Arbitration / Class Waiver / Opt-Out Procedures**

These Terms contain binding arbitration and class action waiver terms. For more information about this process, including how you can opt-out of arbitration, please see Section 16 for more details.

## **2. Eligibility**

By accessing and/or using our Services, you represent that you are at least 18 years of age, or the age of consent in the jurisdiction in which you access and/or use our Services, to access and/or use the Services. Our Services are not directed to children under the age of 13. By accessing and/or using the Services, you represent and warrant that:

- You can form a binding contract with New Seasons Market;
- You are not a person who is barred from using the Services under the laws of the United States or any other applicable jurisdiction (i.e., you do not appear on the U.S. Treasury Department list of Specially Designated Nationals or face any other similar prohibition); and
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the

person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

### **3. Privacy**

Please refer to our Privacy Policy, available at <https://www.newseasonsmarket.com/privacy/>, for information about how we collect, use and disclose information about you.

### **4. Electronic Communications**

By providing New Seasons Market with your email address, you consent to receive electronic communications from New Seasons Market. These communications may include notices about your access to or use of the Services (e.g., payment authorizations and other transactional information) and are part of your relationship with us.

You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

### **5. Terms of Sale**

The following terms govern the purchase and sale of products and services through the Services.

#### **a. Pricing and Availability**

All prices are shown in U.S. dollars and taxes, shipping and handling charges (if applicable) are additional. All products and services are subject to availability and we reserve the right to impose quantity limits on any order, cancel all or any part of an order and discontinue products without notice, even if you have already placed your order. All prices are subject to change without prior notice.

#### **b. Payment and Billing Information**

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, we will notify you and your order may be suspended or cancelled if you do not resolve the issue promptly.

#### **c. Errors**

We attempt to be as accurate as possible and to eliminate errors; however, we do not warrant that all product and service descriptions, photographs, pricing and other information are accurate, complete, reliable, current or error-free. In the event of an error, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

#### **d. Shipping and Handling**

You agree to pay any shipping and handling charges presented to you at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. When you purchase a product from us, any shipping times we provide are estimates only and actual delivery dates may vary. Title to, and the risk of loss for, all products pass to you upon delivery to you.

#### **e. Returns and Refunds**

We do not accept returns and will not issue refunds, except as otherwise provided in these Terms or required by law.

### **6. Product Information and Nutrition Content**

While we endeavor to provide accurate product information, such information is provided as a convenience to you and many times based on third-party information, and you should not rely solely on the product information presented through the Services. You should always carefully read the labels, warnings, and directions before using or consuming a product and directly contact the product manufacturer for any questions. None of the entities associated with us nor product manufacturers assume any liability for inaccuracies, misstatements, or omissions related to any product information listed through our Services. In addition, as mentioned elsewhere, even though we make an effort to describe and display our products and services accurately, products may be mispriced, described inaccurately, or unavailable and we may experience delay in updating such respective information.

Any nutritional information about recipes or products provided through our Services (“**Nutritional Content**”) is based on the ingredients and cooking techniques as listed in the applicable recipe and does not include any additional ingredients you may add on your own. Nutritional Contents listed are based on averages and may vary. New Seasons Market does not warrant the quality, completeness, or accuracy of any recipes provided through our Services. We may also provide information about food handling and preparation methods. **Please be advised consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illnesses, especially if you have certain medical conditions.**

### **7. Third-Party Services and Links**

Certain parts of our Services may link to or depend on services offered by third parties (collectively, “**Third-Party Services**”). Links to Third-Party Services are provided for your convenience only. We have no control over the contents of Third-Party Services, and we accept no responsibility for those services or for any loss or damage you may suffer from your use of the Third-Party Services, unless otherwise required by law. If you decide to access or use any Third-Party Services, you do so at your own risk and subject to the terms and conditions of the applicable Third-Party Services provider.

## **8. User Content**

Our Services may allow you and other users to create, post, store and share content, including messages, text, photos, videos and other materials (collectively, “**User Content**”). Except for the license you grant below, you retain all rights in and to your User Content, as between you and New Seasons Market.

You grant New Seasons Market a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid and sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you. When you post or otherwise share User Content on or through our Services, you understand that your User Content and any associated information will be visible to the public.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

## **9. Prohibited Conduct and Content**

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any robot, spider, or other automatic device, process, or means to access our Services for any purpose, including monitoring and/or copying content or materials offered through the Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Bypass or ignore instructions contained in our robots.txt file, accessible at <https://www.newseasonsmarket.com/robots.txt>, that controls automated access to portions of our Services; or

- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also only post or otherwise share User Content that is non-confidential and for which you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose New Seasons Market or others to any harm or liability of any type.

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

## **10. Limited License; Copyright and Trademark**

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the "**New Seasons Market Content**") are owned by or licensed to New Seasons Market and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, New Seasons Market and our licensors reserve all rights in and to our Services and the New Seasons Market Content.

You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and New Seasons Market Content for your own personal use; however, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Services or New Seasons Market Content; (b) copy, reproduce,

distribute, publicly perform or publicly display New Seasons Market Content, except as expressly permitted by us or our licensors; (c) modify the New Seasons Market Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or New Seasons Market Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Services or New Seasons Market Content other than for their intended purposes. Any use of our Services or New Seasons Market Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

## **11. Feedback**

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about New Seasons Market or our products or Services (collectively, “**Feedback**”) is non-confidential and will become the sole property of New Seasons Market. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **12. Copyright Complaints**

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify New Seasons Market’s Designated Agent as follows:

Designated Agent: Kelsey Fogle

Address: 1300 SE Stark Street, Suite 401  
Portland, Oregon 97214

Telephone Number: (503) 280-4862

E-Mail Address: [talktous@newseasonsmarket.com](mailto:talktous@newseasonsmarket.com)

Please see **17 U.S.C. § 512(c)(3)** for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to New Seasons Market for certain costs and damages.

## **13. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless New Seasons Market and our officers, directors, agents, partners, employees, parent companies, and affiliates (together with New Seasons Market, the “**New Seasons Market Parties**”) from and against any loss, liability, claim, demand, damages, expenses or costs (“**Claims**”) arising out of or related to (a) your access to or use or misuse of our Services; (b) any User Content or Feedback you provide; (c) your violation of these Terms; and (d) your violation of any rights of another.

You agree to promptly notify the New Seasons Market Parties of any third-party Claims, cooperate with the New Seasons Market Parties in defending such Claims and pay all fees, costs

and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the New Seasons Market Parties will have control of the defense or settlement, at New Seasons Market's sole option, of any third-party Claims.

#### **14. Disclaimers**

Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

In addition, New Seasons Market does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While New Seasons Market attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. We do not control, endorse or take responsibility for any User Content or other third-party content available on or linked to by our Services. You assume the entire risk as to the quality and performance of the Services.

#### **15. Limitation of Liability**

To the fullest extent permitted by applicable law, the New Seasons Market Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if the New Seasons Market Parties have been advised of the possibility of such damages.

The total liability of the New Seasons Market Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of \$100 or the amount paid by you to access or use our Services.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of the New Seasons Market Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

#### **16. Dispute Resolution; Binding Arbitration**

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with New Seasons Market and limits the manner in which you can seek relief from us.

**Opt-Out.** You may opt-out of the arbitration procedures and waiver of class and representative proceedings by sending a written letter to [talktous@newseasonsmarket.com](mailto:talktous@newseasonsmarket.com) within 30 calendar days of your original agreement to these Terms (including the first time you use our Services). Such letter must include, at a minimum: (i) your name; (ii) your mailing address; and (iii) your request to be excluded from the arbitration procedure and waiver of class and

representative proceedings specified in this Section. In the event that you opt-out consistent with these procedures, all other sections of these Terms apply.

**Dispute Notice.** In the event of a dispute between you and New Seasons Market, you or New Seasons Market must first send to the other party a notice of the dispute that includes a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested (the “**Dispute Notice**”). The Dispute Notice to New Seasons Market shall be sent to [talktous@newseasonsmarket.com](mailto:talktous@newseasonsmarket.com) and [legal@goodfoodholdings.com](mailto:legal@goodfoodholdings.com). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you, or via email if we do not have any such address on file. Within 60 calendar days upon either party receiving the Dispute Notice, the parties shall engage in a good faith informal dispute resolution conference, whether by phone, email, or other channel as agreed between the parties. You and New Seasons Market will work in good faith to schedule the informal conference at a mutually convenient time. If you are represented by counsel, your counsel may participate in the informal dispute resolution conference, but you shall also fully participate in such discussions. The arbitrator may dismiss any arbitration brought without first proceeding through the informal dispute resolution conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

**Arbitration Procedure.** In the event the parties cannot resolve the dispute via the informal dispute resolution procedures above, and except for small claims disputes in which you or New Seasons Market seek to bring an individual action in small claims court located in the county where you reside or disputes in which you or New Seasons Market seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and New Seasons Market each waive the right to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through confidential binding arbitration held in Multnomah County, Oregon in accordance with the Streamlined Arbitration Rules and Procedures (“**Rules**”) of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are available on the [JAMS website and hereby incorporated by reference](#). You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason.

**You and New Seasons Market agree that any dispute arising out of or related to these Terms or our Services is personal to you and New Seasons Market and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding.**

You and New Seasons Market agree that these Terms affect interstate commerce and that the enforceability of this Section 16 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “**FAA**”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms, and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and

to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

You and New Seasons Market agree that for any arbitration you initiate, you will pay the filing fee, unless otherwise prohibited by law, and New Seasons Market will pay the remaining JAMS fees and costs. For any arbitration initiated by New Seasons Market, New Seasons Market will pay all JAMS fees and costs. You and New Seasons Market agree that the state or federal courts of the State of Oregon and the United States sitting in Multnomah County, Oregon have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

**Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and New Seasons Market will not have the right to assert the claim.**

## **17. Governing Law and Venue**

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Oregon, without regard to conflict of law rules or principles (whether of Oregon or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Oregon and the United States, respectively, sitting in Multnomah County, Oregon.

## **18. Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **19. Severability**

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## **20. Miscellaneous**

These Terms constitute the entire agreement between you and New Seasons Market relating to your access to and use of our Services. The failure of New Seasons Market to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

## **21. Accessibility**

Consumers with disabilities may access these Terms and other notices in an alternative format by contacting us at [talktous@newseasonsmarket.com](mailto:talktous@newseasonsmarket.com).