



Privacy Policy

CTI Foods is committed to protecting the privacy of your information. This privacy policy (the “Privacy Policy”) describes CTI Foods’s information practices with respect to the websites owned or operated by CTI Foods, its affiliates, or its subsidiaries, including but not limited to www.ctifoods.com (collectively, the “Sites”).

This Privacy Policy is subject to the Terms & Conditions herein. By using CTI Foods’s Sites you expressly consent to CTI Foods’s collection, storage, use and disclosure of your information as described in this Privacy Policy.

INFORMATION COLLECTED

- **Automatic Collection:** CTI Foods may use common Internet technologies such as cookies and Web beacons to keep track of users’ interactions with its Sites to improve the quality of its service. CTI Foods may also collect your Internet Protocol (IP) address to track and aggregate non-personally identifiable information, your referring website addresses, browser type, domain name and access times.
- **Cookie:** When you visit one of its Sites, CTI Foods’s website servers may send a cookie (a small file with a string of characters) to your computer. Standing alone, cookies do not personally identify you but would recognize your web browser. Unless you choose to identify yourself to CTI Foods, you will remain anonymous to CTI Foods. A cookie can be either session based (assigned to you each time you sign in) or persistent (it identifies browsers that have previously visited www.CTIfoods.com). Most web browsers are initially set up to accept cookies, but you can disable your web browser’s ability to accept cookies; however, if you do so, certain Sites’ features may not work.
- **Web Beacon:** A web beacon is an electronic image on a web page that recognizes certain types of information on your computer when you visit that particular web page.
- **IP Address:** an Internet Protocol Address is a numerical label that is assigned to each computer on the Internet.
- **Referring website address:** a referring website address identifies the address of the webpage you were on previously.
- **Browser:** A browser is a software application used for retrieving, presenting, and traversing information resources on the World Wide Web.

In addition, CTI Foods may utilize third parties to track and analyze usage information, and in so doing may use third party cookies. Please see more detailed information below under “Third Parties” if you would like to know more about third party cookies.

- **Voluntary Collection:** CTI Foods may collect certain information that personally identifies you (“PI”) or is protected personal information (“PPI”), such as your name, address, email address and/or billing information (collectively referred to herein as “personally identifiable information”), if you choose to share such information. For example, this information may be requested as part of account registration, the purchase of products or services, or some other information request. The decision to provide this information is optional; however, if you elect not to register or provide the requested information, you may not be able to receive certain products or services. **Publicly Posted:** Information that you post on or through any public areas on the Sites (or elsewhere on the Internet) may be collected and used by anyone and may result in unsolicited messages or other contact from others.

HOW DO WE USE THE INFORMATION WE COLLECT?

The information we collect may be used to enable CTI Foods to:

- * Customize the content you see,
- * Fulfill your requests for products and services,
- * Contact and communicate with you,
- * Conduct research and analysis,
- * Provide anonymous reporting for internal and external clients, and
- * Provide you with additional information.

WHEN DO WE SHARE OR DISCLOSE YOUR INFORMATION?

- Other than as noticed in this Privacy Policy, we will not sell, share, rent or otherwise disclose to third parties your personally identifiable information without your permission.
- We may share your personally identifiable information with third parties who facilitate communication on behalf of CTI Foods for CTI Foods's marketing and promotional efforts and/or for other information dissemination on behalf of CTI Foods.
- We may sell, rent or share your personally identifiable information, provided we have received your prior permission, to third parties to send you marketing and promotional information not related to CTI Foods that may be of interest to you.
- Your personally identifiable information may be transferred to third parties such as technical agents, payment processing vendors, consultants, advertising companies and among our affiliates for the performance of CTI Foods services or making products available to you.
- As in any transaction, if you provide your credit card information to us for purchases, your credit card company will be provided with all relevant information about the vendor, items(s) purchased, cost and other information necessary to process the transaction.
- All companies working for and with us that CTI Foods provides with your personally identifiable information are contractually required to protect your personally identifiable information and keep it confidential; they are not permitted to sell or otherwise disclose your information to third parties except as authorized by us and you or as permitted or required by law.
- Please also note further details about CTI Foods's disclosure of your personally identifiable information in the website-specific descriptions at the end of this Privacy Policy.
- In the event of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation, we may transfer, sell or assign to third parties information concerning your relationship with us, including personally identifiable information that you provide and other information concerning your relationship with us.
- We may disclose your personally identifiable information if permitted by law or required to do so by law or where we believe such action is necessary to protect or defend our interests or the interests of our customers or users of our Sites, Products or Services.
- By agreeing to this Privacy Policy, you are authorizing us to share your personally identifiable information with and among CTI Foods affiliated companies.

THIRD PARTIES

This Privacy Policy does not cover how third parties use cookies or other technologies or any information third parties gather or share; third party information practices are addressed in the third parties' privacy policies. CTI Foods shall not be liable for information collected by third parties.

Services:

- From time to time, CTI Foods might establish a business relationship with other persons or entities to perform certain services on behalf of CTI Foods. For example, CTI Foods might contract with service providers to provide credit card processing, data management, promotional services, web hosting, web development, etc. In such cases, CTI Foods would provide the service providers with the information needed for them to perform their respective services. Service providers may use third party cookies.

Data Gathering:

- CTI Foods may establish business relationships with third parties to track and analyze non-personally identifiable usage information from users who visit CTI Foods's Sites or utilize the products or services, or to track the performance of advertisements; such third parties may create reports on website traffic, statistics, advertisements, and "click-throughs" among others. These third parties may use third party cookies, web beacons and/or other monitoring technologies and may share information they gather with other third parties or use other third parties to collect information on their behalf.

Advertisers:

- Advertisements appearing on the Sites or through products and services may be delivered to users by CTI Foods or one of its advertising partners. Advertising partners may set third party cookies (or other technologies such as pixel tags), to compile information about where you or others who are using your computer saw their advertisements and analyze and optimize the performance of the ads.

THIRD-PARTY WEBSITES

The Sites may contain links to websites or content operated and maintained by third parties over which CTI Foods has no control. Privacy policies on such linked websites may be different from our Privacy Policy, and you access such linked websites or third-party content at your own risk.

SECURITY

Information that CTI Foods collects from the Sites is stored using standard security procedures and practices appropriate to the nature of the information. Please be aware that no data transmission over the Internet can be guaranteed to be 100% secure. As a result, CTI Foods cannot guarantee or warrant the security of any information you transmit on or through the Sites and you do so at your own risk.

FOREIGN COUNTRIES

Your personal information may be transferred to and maintained on servers or databases located outside your state or country or to a jurisdiction where the privacy laws may not be as protective as those in your location. If you are located outside of the United States, please be advised that CTI Foods processes and stores all information in the United States and your consent to this Privacy Policy represents your agreement to and understanding of this processing.

CHANGES TO PRIVACY POLICY

CTI Foods reserves the right to change this Privacy Policy at any time and will do so by posting the revised Privacy Policy on the Sites. The new Privacy Policy will apply to all current and past users of the Sites and will replace any prior Privacy Policies that are inconsistent. Your continued use of the Sites constitutes your agreement to the Privacy Policy as revised.

DISPUTE RESOLUTION

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and performed in Texas, excluding the application of the conflict of laws provisions. You agree that any action or suit brought by a party to enforce or adjudicate your rights under this agreement shall be brought in the federal or state courts located in Fort Worth, Texas.

CONTACT US

If you have any questions about this Privacy Policy or CTI Foods's privacy practices, please email us at legal@CTIfoods.com.

In addition, if you wish to exclude your personally identifiable information from our direct marketing or from being shared with, or rented or sold to a third party, or if you would like to update or delete your email address, mailing address or other personally identifiable information, or otherwise manage communications you receive from CTI Foods, please contact us at legal@CTIfoods.com.

Site Terms & Conditions

The following are the rules ("Terms") set forth by CTI Foods that govern your use of the Sites, including www.ctifoods.com. By visiting or using any of the CTI Foods Sites, you signify that you accept these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITES.

If you do not agree to all of these Terms, please do not use the Sites or the services on the Sites. These Terms do not apply to the content on third party websites. The term "you" refers to the user or viewer of the Sites or any of the services.

CHANGES TO THE TERMS

CTI Foods reserves the right to change these Terms, or any policies or guidelines governing the Sites or services, at any time and in its sole discretion without individual notice to you. Changes will be effective upon the posting of the revisions on any of the Sites. Please return to this page periodically to review the most current version of the Terms. Your continued use of the Sites and services following a change will constitute your acceptance of such changes or modifications. If you do not agree to any changes to these Terms, do not continue to use the services or the Sites.

PRIVACY

Please review our Privacy Policy to understand how we collect and can use your content and information. The Privacy Policy also governs your use of the Sites.

WEBSITE USE

CTI Foods grants you a limited, revocable, non-transferable and non-exclusive license to browse and request or purchase services offered by CTI Foods via the Sites. You agree that you will only use the Sites in accordance with these Terms. You agree that CTI Foods may use a third-party payment services provider to process orders and payment transactions on CTI Foods' behalf, and that CTI Foods' rights and your obligations with respect to accounts, order intake, processing, payment transactions, cancellations, etc. shall apply equally to a third-party payment services provider utilized by CTI Foods. You agree that all information you provide to CTI Foods will be true, accurate and complete. CTI Foods reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

CTI Foods is a provider of products for the foodservice and retail industry; you are responsible for compliance with laws in your jurisdiction. CTI Foods does not assume responsibility or liability for any content or for any claims, damages or losses resulting from any use of the Sites or the material contained in the Sites.

ACCOUNTS

CTI Foods may provide you the ability for you to create an account on one or more of its Sites. CTI Foods may, at its sole discretion, terminate your account or modify any account-related content or access or take any other action it deems appropriate. You are responsible for everything done through your account: do not share your account information and

password. Please notify us right away if you have lost control of your account ID or password or you suspect there is unauthorized activity in your account. You may not open a new account without our written permission if we have terminated your account or suspended your access to the Sites or any services. When your account is closed (voluntarily or involuntarily), you may no longer have access to any information or materials you store within your account. We may delete or archive these things at our discretion.

THINGS YOU CAN NOT DO

You may not frame any material on the Sites, link to the Sites or make use of metatags utilizing CTI Foods or any of its affiliates names without the express written consent of CTI Foods. You may not use the Sites (i) in a manner that infringes the rights of others in any way, including without limitation a violation of their privacy or publicity rights or violation of any copyright, trademark or other proprietary right, (ii) in any way that interferes with the proper functioning of the Sites or our infrastructure, (iii) in connection with the use of any manual or automated software or other device or process to navigate, search, crawl or spider the Sites, other than the search engines that are generally available, and (iv) for the purpose of making a competitive assessment of our services or otherwise in service of our competitors.

You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right or any other harm resulting from your use of the Sites. Your unauthorized use of the Sites terminates the license granted to you in these Terms.

THINGS YOU CAN AND CANNOT DO SPECIFICALLY RELATED TO USER CONTENT

You may, if authorized to do so by CTI Foods, post content on the Sites where permitted. You agree that any content you post on the Sites will not be offensive, harmful, abusive, illegal, obscene, pornographic, objectionable, hateful (including without limitation racist/discriminatory), threatening, encouraging of conduct that would give rise to civil or criminal liability, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise infringing or injurious to third parties.

You further agree that the content you post will not contain viruses or other computer programs that may damage or interfere with our systems, will not advertise or solicit business, and will not involve political campaigning or be spam. Any posting you make will be appropriate to the business and atmosphere reflected on the Sites. You may not imply that your posted content is sponsored or endorsed by CTI Foods, and you will not mislead anyone as to the origin of any posted content.

CTI Foods has the right, but not the obligation, to remove, edit or refuse to post content; we do not make any commitment that we will police the Sites for problems that have not been reported to us. You shall be solely responsible for your content submission and the consequences of posting or publishing them. Without limiting any other rights in these Terms, CTI Foods may terminate a user's access to www.CTIfoods.com if the user is determined to be a repeat infringer of this section.

USER CONTENT OWNERSHIP

You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate and that the use of the content you supply does not violate CTI Foods' policies and will not cause injury to any person or entity.

INTELLECTUAL PROPERTY

You agree that all of CTI Foods' trademarks, trade names, service marks or other CTI Foods logos and brand features of CTI Foods, its affiliates, and its subsidiaries ("CTI Foods Marks"), and any product and service names are trademarks and the property of CTI Foods. You agree not to display or use the CTI Foods Marks without the prior written consent of CTI Foods. All content on and used on the Sites, such as text, graphics, logos, button icons, images, data compilations and software is owned by CTI Foods or its content suppliers, or its affiliates and partners, and is protected by US and

international copyright, trademark and/or other proprietary laws. The compilation of all content on the Sites is the exclusive property of CTI Foods and protected by US and international copyright, trademark and proprietary laws.

COPYRIGHT AND OTHER COMPLAINTS

CTI Foods is strongly committed to respecting intellectual property and other rights. We intend to respond to notices of alleged copyright infringement that comply with applicable laws, including the Digital Millennium Copyright Act in the United States, and terminate access for repeat infringers. To report copyright infringement, please follow the procedure outlined here. We are also concerned with other types of infringement and abuse. To report a problem other than copyright infringement, please email us at the following address legal@CTIfoods.com.

THIRD-PARTY SITES

The Sites, including www.ctifoods.com, may contain links to websites controlled, owned, and operated by other businesses ("Third Party Sites"). In addition, third parties may be given permission to sell products and services on CTI Food Sites ("Third Party Sellers"). You acknowledge and agree that CTI Foods shall not be responsible or liable to you in any manner for the actions, products or services of, or the content provided by, any third parties. Use of any third-party product or Third-Party Sites is governed by such third-party privacy statements and third-party conditions of use.

INDEMNITY

You agree to indemnify and hold CTI Foods, its subsidiaries, affiliates, officers, directors, agents, shareholders, employees, contractors, licensors, licensees and representatives ("Covered Entities") harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or relating to your use of the Sites, including without limitation your use of the Sites to upload content or other information to the Sites, your breach of these Terms (and any documents incorporated by reference), your violation of any law or the rights of a third party, or the use of your account by another person. CTI Foods reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

DISCLAIMER OF WARRANTIES

THESE SITES AND ALL OF THE SERVICES OR PRODUCTS INCLUDED ON OR MADE AVAILABLE TO YOU OR PURCHASED BY YOU THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COVERED ENTITIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES OF ANY KIND AS TO THE OPERATION AND FUNCTIONALITY OF THE SITES, THE ACCURACY OF ANY BUSINESS LISTINGS AND REVIEWS, THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY CONTENT ON THE SITES OR THE PRODUCTS AND SERVICES OF ANY BUSINESSES LISTED OR ADVERTISED ON THE SITES THE COVERED ENTITIES MAKE NO WARRANTY THAT THE SITES WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR THAT ANY ERRORS IN THE SITES OR RELATING TO THE SERVICES WILL BE CORRECTED. THE COVERED ENTITIES DO NOT WARRANT THAT THE SITES, CONTENT, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITES, THEIR SERVERS OR EMAIL SENT FROM CTI FOODS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITES IS AT YOUR SOLE RISK AND YOU WAIVE ALL CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR INTERNET ACCESS.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE COVERED ENTITIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING LOST PROFITS, EVEN IF THE COVERED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COVERED ENTITIES DISCLAIM ALL LIABILITY FOR THE ACTS, OMISSIONS, SERVICES, PRODUCTS AND CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH THE SITES, INCLUDING WITHOUT LIMITATION THIRD PARTY PAYMENT PROCESSORS, USERS, SPONSORS AND/OR ADVERTISERS ON THE SITES. YOU BEAR ALL RISKS ASSOCIATED WITH USING THIRD PARTY LINKS, WEBSITES, AND PRODUCTS. THOSE WHO ACCESS THE SITES FROM JURISDICTIONS OUTSIDE OF THE UNITED STATES ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

RESTRICTIONS ON WARRANTIES AND LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE LIMITATIONS AND/OR EXCLUSIONS SET FORTH IN THE PRECEDING TWO PARAGRAPHS MAY NOT APPLY TO YOU.

TERMINATION

CTI Foods may, in addition to any other rights or remedies available to it and without any liability whatsoever, at any time for any or no reason terminate your account, terminate, suspend or restrict your access to any part or all of the Sites. This is not our exclusive remedy under any circumstances.

CHOICE OF LAW

Any dispute about or involving the Sites or these Terms will be governed by the laws of the State of Texas without regard to its conflict of law provisions. You agree to personal jurisdiction by and the Sites venue in the state and federal courts of the State of Texas, County of Tarrant, City of Fort Worth. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provision of these terms and conditions, including without limitation this paragraph.

ASSIGNMENT

You cannot assign the Terms without our written agreement. We can assign the Terms to any entity that agrees to be bound by the terms of the Terms.

SEVERABILITY AND WAIVER

These terms and conditions shall be deemed severable. If any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any remaining provisions. The failure of CTI Foods to exercise or enforce any right or provision in the Terms shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT

These Terms, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof and supersede any prior understanding or agreement regarding the subject matter.

THIRD PARTY RIGHTS

The provisions relating to Indemnity, Disclaimer of Warranty, and Limitation of Liability are for the benefit of CTI Foods and its subsidiaries, affiliates, officers, directors, agents, shareholders, employees, contractors, licensors, licensees and representatives and each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its behalf.

MISCELLANEOUS

CTI Foods will be entitled to recover any legal fees and other costs associated with enforcing the Terms. You are responsible for being informed about and complying with all laws, rules and regulations that apply to your use of the Sites, all services and any content. CTI Foods reserves the right to disclose any personal information about you or your use of the Sites, including its contents, without permission, if CTI Foods has a good faith belief that such is legally necessary.

NOTICE FOR COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that is copyright infringement, please provide the written information below:

1. A description of the copyrighted work that you claim has been infringed upon;
2. A description identifying the location on the Sites of the alleged infringing material;
3. A statement by you that you have a good faith belief that the use of the content on the Sites as described is not authorized by the copyright owner, its agent or the law;
4. A statement by you, made under penalty of perjury, that the information in the statement is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf;
5. Your address, telephone number and email address; and
6. Your physical or electronic signature.

Send the written communications to legal@CTIfoods.com