



Effective Date: October 15, 2021

Eat Local Ohio Terms of Service

1. Foreword

These terms of service (“Terms”) describe the basis on which we at Hillcrest (“we”, “us”, “our”, etc.) offer our customers and users access to the Eat Local Ohio website and App (collectively referred to as “services”). **READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES. By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the Eat Local Ohio Privacy Policy (“Policy”), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).**

IMPORTANT: Read these terms FULLY. THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

2. Eligibility

Our services are offered to users who are above the age of 18 and reside, do business, and are otherwise located within the State of Ohio. By using our services, you represent and warrant that you are of legal age to form a binding contract with Hillcrest and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use our services.

3. Changes to these Terms



We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the services. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted in these Terms.

4. Access to the Services; Account Security

We reserve the right to withdraw or amend our services in our sole discretion without notice. We will not be liable if for any reason all or any part of the services is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the services to users (including registered users). **YOU ARE RESPONSIBLE** for (1) making arrangements necessary for you to have access to the services, and (2) ensuring that all persons who access the services through your internet connection are aware of these Terms and comply with them.

To access and otherwise use the services, you may be required to provide certain information to us. It is a condition of your use of the Services that all the information you provide in this manner is correct, current, and complete. You hereby agree that all information you provide to register for our services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy (“Policy”), and you hereby consent to all actions we take with respect to your information consistent with our Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We hereby have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.



5. Intellectual Property Rights

Our services, including both the website and the App, and their entire contents features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Hillcrest, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit users to use the services to conduct business with Hillcrest within Hillcrest's ordinary course of business. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material in our services, except as follows: (1) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, (2) you may store files that are automatically cached by your Web browser for display enhancement purposes, (3) you may download one copy of our App to your computer or mobile device for the business use referenced above (provided you agree to be bound by our end user license agreement for the App), and (4) if at any point we provide social media features, you may take such actions as are enabled by such features. **YOU MUST NOT** modify copies of any materials from the services, use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text, or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the services or materials available through the services, except to use the services to conduct business with Hillcrest within Hillcrest's ordinary course of business. If you wish to make any use of material on the Services other than that set out in this section, please address your request to info@hillcrestfoods.com. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the services in breach of these Terms, your right to use the services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the services is transferred to you, and all rights not expressly granted are reserved by Hillcrest. Any use of the services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.



The Hillcrest name, the Eat Local Ohio name and associated logos, product and service names, designs, and slogans, the Hillcrest logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Hillcrest or its affiliates or licensors. You must not use such marks without the prior written permission of Hillcrest. All other names, logos, product and service names, designs, and slogans in our services are the trademarks of their respective owners.

6. Prohibited Uses

You may use the services only for lawful purposes and in accordance with these Terms. You hereby agree not to use the services (1) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries), (2) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise, (3) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the requirements set out in these Terms, (4) to transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail", "chain letter", "spam", or any other similar solicitation, (5) to impersonate or attempt to impersonate Hillcrest, a Hillcrest employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing), and/or (6) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the services, or which, as determined by us, may harm Hillcrest or users of the services or expose them to liability.

Additionally, you agree not to (1) use the services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the services, including their ability to engage in real time activities through the services, (2) use any robot, spider, or other automatic device, process, or means to access the services for any purpose, including monitoring or copying any of the material in the services, (3) use any manual process to monitor or copy any of the material on the services or for any other unauthorized purpose without our prior written consent, (4) use any device, software, or routine that interferes with the proper working of the services, (5) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, (6) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the services, the server(s) on which the services are stored, or any server, computer, or database connected to the services, (7) attack the services via a



denial-of-service (DoS) attack or a Distributed DoS (DDoS) attack, and/or (8) otherwise attempt to interfere with the proper working of the services.

7. Monitoring and Enforcement; Termination

We have the right to (1) take action with respect to a use of the service that we believe violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the service or the public, or could create liability for Hillcrest, (2) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy, (3) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services, (4) terminate or suspend your access to all or part of the services for [any or no reason, including without limitation,] any violation of these Terms.

Further, without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the services. YOU WAIVE AND HOLD HARMLESS HILLCREST AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We further assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Copyright Infringement

If you believe anything in the services violates your copyright, see Section 23 for information on where to send claims.

9. Changes to the Services



We may update the content on these services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the services may be out of date at any given time, and we are under no obligation to update such material.

10. Information About You and Your Use of the Services

All information we collect in these Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

11. Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express, written consent.

12. Links from the Services

If the services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to these services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

13. Geographic Restrictions

The owner of the services, Hillcrest, is based in the state of Ohio in the United States. We provide these services for use only by persons located in the state of Ohio. We make no claims that the services or any of their content is accessible or appropriate outside of the State of Ohio. Access to the services may not be legal by certain persons or in certain states. If you reside outside of the State of Ohio, DO NOT ACCESS THE SERVICES. If you so choose to ignore this warning, you do so at your own risk.



14. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the services or any services or items obtained through the services or to your downloading of any material posted on it, or on any website linked to it.

Your use of the services, their content, and any services or items obtained through the services is at your own risk. The services, their content, and any services or items obtained through the services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither Hillcrest nor any person associated with Hillcrest makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither Hillcrest nor anyone associated with Hillcrest represents or warrants that the services, its content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components, or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

To the fullest extent provided by law, Hillcrest hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

15. Limitation on Liability



TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL HILLCREST, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnification

You agree to defend, indemnify, and hold harmless Hillcrest, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the services, including, but not limited to, any use of the services' content and products other than as expressly authorized in these Terms or your use of any information obtained from the services.

17. Governing Law and Jurisdiction

All matters relating to the services and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.



Any legal suit, action, or proceeding arising out of, or related to, these Terms or the services shall be instituted exclusively in the courts of the State of Ohio and County of Cuyahoga, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Arbitration

At Hillcrest's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio State law.

19. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Waiver and Severability

No waiver by Hillcrest of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Hillcrest to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

21. Entire Agreement



These Terms constitute the sole and entire agreement between you and Hillcrest Food Service regarding the services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the services.

22. Comments and Concerns

These services are operated by Hillcrest Food Service. All notices of copyright infringement claims, as well as all other feedback, comments, requests for technical support, and other communications relating to the services, should be sent to info@hillcrestfoods.com.