

Terms and Conditions

WEBSITE TERMS OF USE

Effective Date: 09.23.2022

The following website terms of use (“**Terms of Use**”) govern access to and use of the website of **Sunshine Deli & Catering herein referred to as (SD)** located at www.sunshinedeli.com/ (**Website**), materials and content on or provided through the Website (the “**Content**”), and services available on or provided through the Website (the “**Services**”). The purchase of any products offered on the Website (the “**Products**”) are subject to (**SD**) terms and conditions of sale.

1. Legally Binding Terms

By accessing the Website, you agree to be bound by and comply with these Terms of Use (and all documents incorporated by reference in these Terms of Use), which is a legally binding agreement between you and (**SD**). Further, by accessing and using the Website, you agree to comply with all laws and regulations that may apply in regard to your access and use of the Website, the Content, and the Services.

You acknowledge and understand that certain Content and/or Services may be subject to additional terms and conditions which will be available for viewing prior to access to or receipt of such Content or Services.

Please take the time to carefully review these Terms of Use before proceeding. If you do not understand or agree to be bound by any of these terms, do not use the Website. By accessing and using the Website, you accept and consent to (i) these Terms of Use, (ii) the entering of contracts through electronic means or media, and (iii) the exchange of information and/or documents between you and (**SD**) electronically. By using the Website, you represent and warrant that you are of legal age in the jurisdiction in which you reside and otherwise have capacity to form a binding contract, and that you are not a person barred by any laws from accessing or using the Website.

THESE TERMS OF USE CONTAIN PROVISIONS THAT MAY LIMIT YOUR RIGHTS AND REMEDIES AND ALSO INCLUDE PROVISIONS THAT EXCLUDE OR LIMIT (SD) LIABILITY. Please review these Terms of Use in their entirety. You are encouraged to save a copy of these Terms of Use for your records and for future reference by using your web browser’s print or save features.

2. Amendments (**SD**) may amend these Terms of Use from time to time in its sole discretion and may do so without notice to you. Any such amendments will take effect upon being posted on the Website. Your access to or continued use of the Website following any such change constitutes your unconditional agreement to comply with and be bound by these Terms of Use as amended. For this reason, you should review the effective date of these Terms of Use (which appears at the

very top of this document) each time you access the Website and, if these Terms of Use have been revised since your last visit, you should review the revised Terms of Use which will apply to your visit and use of the Website, your access to and use of any Content and/or Services.

3. U.S. Website

Access to the Website is for the benefit of persons residing in the United States. Do not access the Website, download any Content, or use any Services if the foregoing is prohibited by applicable laws in the jurisdiction in which you reside.

4. Account

Access to certain features of the Website requires the creation of an account (“Account”).

You hereby represent and warrant that all information you provide for your Account will be accurate, current, and complete. Further, you agree to update such information to the extent it becomes outdated or is otherwise no longer accurate or complete.

At all times, you must only use your Account in a legal manner in compliance with the letter and spirit of these Terms of Use. You are solely responsible for the activity that occurs in regard to your Account. It is your responsibility to choose a secure password for your Account. Do not disclose such password or provide access to it; you are solely responsible and liable for loss or damage resulting from your failure to comply with the foregoing obligation. You may change your password at any time by updating your Account. You are prohibited from using any other user’s account. If you recognize any unauthorized use of your password or your Account or any other breach of security, you must immediately notify **(SD)** in writing.

All user IDs and passwords remain the sole property of **(SD)**, and your Account may be cancelled or suspended at any time by **(SD)** without prior notice or any liability to you or any other person. Without any limitation to the generality of the foregoing, if **(SD)** in its sole discretion, considers a password to be insecure or otherwise compromised, **(SD)** may cancel the password and/or your Account, as applicable.

You agree to promptly respond to all e-mail and other correspondence from **(SD)** which requests or requires a response from you, including without limitation communications concerning complaints or concerns regarding your use of the Website and/or the use of your Account.

You hereby agree that by creating an Account or otherwise providing your contact information to **(SD)**, you consent that **(SD)**, its service providers, agents, and/or other parties initiating communications on its behalf, may contact you by telephonic, electronic, or other forms of communication, including but not limited to e-mail, voice call or text message (including non-marketing calls and text messages made using an automatic telephone dialing system or a prerecorded or artificial voice), fax or other means regardless of the format of the original inquiry.

5. No Agency, Franchise, Employment, Distribution or Similar Relationship

No agency, partnership, joint venture, employment, franchise, distribution, or similar relationship is intended or created by your agreement to these Terms of Use, by your access to and/or use of the Website, Services, and/or Content.

6. Ownership and Copyright

All Content including, without limitation, images, pictures, illustrations, drawings, product descriptions, product brochures, instruction manuals, logos, videos, and audio recordings, is protected by copyright owned exclusively by **(SD)** or its licensors, as the case may be. **(SD)** and its licensors reserve all rights, titles, and interests in and to the Content which are not expressly granted to you under these Terms of Use. The Content may only be used for your personal and non-commercial use and may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or otherwise exploited in any way for any commercial purpose. Any modification of Content or use of Content for any other purpose is a violation of the copyrights and other proprietary rights. You are prohibited from using any Content on any other website or networked computer environment. Any rights to the Content not expressly granted herein are reserved.

(SD) names, logos, and all related product names, tradenames, service marks, trademarks, design marks, and slogans are the property of and owned by **(SD)**. and are used in the United States under exclusive license by **(SD)**.

7. License

Under these Terms of Use, **(SD)** grants you permission to temporarily download one copy of the Content solely for your personal, non-commercial use in the United States. **(SD)** may amend or terminate this license at any time in its sole discretion. You acknowledge and understand that you are only being provided a limited license to the Content and that this license is subject to the following restrictions:

- (a) You shall not modify the Content;
- (b) You shall not use the Content for any commercial purpose.
- (c) You shall not create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, scrape, host, publish, broadcast, publicly display, make available to any person, or otherwise use or exploit, whether directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, whether physical, electronic or otherwise;
- (d) You shall not permit, allow, or do anything that would infringe, compromise or otherwise prejudice the proprietary rights of **(SD)** or its licensors;
- (e) You shall not allow any third party to access the Content;

(f) You shall not transfer the Content to another person or “mirror” the Content on any other server; and/or

(g) You shall not engage in the violation of any laws, third party rights, or published **(SD)** policies.

This license shall automatically terminate if you violate any of these restrictions.

Upon completion of your personal viewing and consultation of the Content, or on the termination of this license, you must destroy any downloaded Content in your possession, whether in electronic or printed format.

8. Personal Information

Personal information collected through the Website is subject to **(SD)** online privacy policy (the “**Online Privacy Policy**”), accessible www.sunshinedeli.com. By accessing the Website, you consent to the collection, use, retention, disclosure and destruction of personal information as described in the Online Privacy Policy, as such policy may be amended by us from time to time in our sole discretion.

9. User Generated or Supplied Comments and Content

When you submit ideas, concepts, inventions, know-how, techniques, comments, suggestions, and/or feedback (collectively, “**User Comments**”) to the Website, the User Comments will become the exclusive property of **(SD)**, and shall be entitled to collect, use, publish, retain, disclose, destroy, commercialize, and exploit the User Comments without restriction or obligation to pay any royalty or provide other consideration.

You hereby grant to **(SD)** a perpetual, unrestricted, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, host, make available to any person, commercialize, exploit, or otherwise use any information or other content you provide on or through the Website or which is sent to **(SD)** or any of its authorized dealers or distributors by email or other correspondence (collectively, “**User Content**”), for any purpose whatsoever. **(SD)** shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by **(SD)** in writing or required by law and may freely grant sublicenses to User Content or any part thereof. You also grant to **(SD)** the right to use your name and likeness in connection with any User Content that you provide.

You represent and warrant that you: (i) exclusively own any User Comments immediately prior to their submission through the Website; and (ii) have the unrestricted right to grant the license set out above in regard to the User Content.

10. Access Restrictions

The Website contains sections and areas that are restricted to **(SD)** personnel, consumers, affiliates, service providers, distributors, and/or authorized **(SD)** dealers. Access to certain sections and areas of the Website may also be restricted to end users who have created an Account. Therefore, not all pages and resources of the Website will be accessible to you. Notwithstanding the foregoing, access to the Website and all pages, Services and Content on the Website or accessible through the Website, and any revocation of any such previously provided access, is subject to **(SD)** exclusive discretion. Unauthorized access may result in civil or criminal penalties as well as the exercise by **(SD)** of any remedies or resources available to it under applicable laws.

11. Linked Websites

The Website contains hyperlinks to third party websites which are subject to their own respective terms and conditions of use and privacy policies. These hyperlinks are provided for convenience only. No warranties or representations are made as to third party websites, and any access to such third-party websites is at your sole risk. **(SD)** does not recommend or endorse access or use of any third-party website or any content, product, service, or other subject matter associated with any third-party website. **(SD)** assumes no responsibility for the content, services and/or products available through any such third-party website.

12. Inappropriate Conduct

You agree not to undertake any conduct that is illegal, abusive, or otherwise inappropriate including, without limitation, any of the following:

- (a) posting material that is libelous, defamatory, obscene, pornographic, abusive, or threatening;
- (b) posting personal information relating to any individual other than yourself;
- (c) posting material in contravention of any contractual obligation or fiduciary duty;
- (d) posting material that infringes any proprietary right of any third party including, without limitation, any intellectual property right;
- (e) creating links to the Website from commercial websites;
- (f) using any **(SD)** trademark, service mark, or logo in any permitted links to the Website or Content;
- (g) framing of the Website or of any Content in any form and by any method;
- (h) attempting to access areas of the Website, or features and services of the Website, that you are not authorized to access;

- (i) engaging in activities that violate federal, state, municipal, or international law, or advocating illegal activity;
- (j) using the Website to facilitate unsolicited communications or solicitation schemes not expressly permitted by **(SD)**;
- (k) compromising the security of the Website or the facilities and/or resources used to operate the Website;
- (l) attempting to gain unauthorized access to the Website or any private network that may be accessible through the Website, or to any Website account other than your own Account;
- (m) taking any actions that may impose, as determined by **(SD)**, an unreasonable or disproportionately large load on **(SD)** facilities, systems, network, or telecommunications infrastructure;
- (n) attempting to interfere with the proper functioning of the Website or any activities conducted on or throughout the Website;
- (o) taking any measures or bypassing any automated exclusions or other measures **(SD)** has implemented to restrict access to the Website or certain Website portions, features or services;
- (p) using or launching any automated system, including without limitation, “robots,” “spiders,” or any other similar technological devices which access the Website or any Website resource;
- (q) using Website communication systems, including but not limited to the “share” and/or “ask a question” features relating to any proposed project or product, for any commercial solicitation purposes or for any other purpose than **(SD)** intended purpose of such feature;
- (r) attempting to disrupt network services or services of the Website;
- (s) attempting to disrupt network services or services of third party networks using the Website’s internet access service or other services and/or features;
- (t) attempting to access or collect third party personal information;
- (u) attempting to access or collect **(SD)** confidential information or confidential information of distributors, customers, and/or other dealers with which **(SD)** has been entrusted;
- (v) using the Website in any way that places an excessive burden on the Website’s resources or infrastructure;
- (w) interfering with other users’ use of the Website; and
- (x) engaging in the harvesting or collecting information about other users of the Website, including e-mail addresses.

Violation of the foregoing obligations may result in immediate suspension or termination of your Account without notice to you as well as criminal and civil penalties as well as the exercise by **(SD)** of any remedies or resources available to it under applicable laws.

You agree that upon becoming aware of any inappropriate conduct or content on the Website, you shall report such conduct and/or content to **(SD)** immediately.

13. Disclaimers:

THE WEBSITE, CONTENT AND SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND AND ACCESS TO AND USE OF ANY OF THE FOREGOING IS AT YOUR SOLE RISK.

(SD) AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND IN REGARD TO THE WEBSITE, CONTENT, AND SERVICES INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH APPLICABLE LAWS, CURRENCY, ACCURACY, AVAILABILITY, RELIABILITY, UNINTERRUPTED USE, ERROR FREE USE (OR THAT ERRORS WILL BE CORRECTED), SAFETY, SECURE ACCESS, SECURE USE, SECURITY, MALWARE-FREE STATE, RELIABILITY, CONFORMITY WITH LEGAL REQUIREMENTS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, **(SD)** MAKES NO WARRANTY IN REGARD TO THE ACCURACY OF ANY PRICING, DESCRIPTION OR PICTURES OF PRODUCTS SHOWN ON THE WEBSITE, AND THE COLOR OF PRODUCTS, AS SHOWN ON THE WEBSITE.

(SD) IS UNDER NO OBLIGATION TO MONITOR OR UPDATE THE CONTENT. THE CONTENT MAY BE CHANGED OR REMOVED BY **(SD)** WITHOUT NOTICE TO YOU. **(SD)** IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. ACCESSING THE CONTENT FROM STATES OR TERRITORIES WHERE IT MAY BE ILLEGAL TO DO SO IS A VIOLATION OF THESE TERMS OF SERVICE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT CERTAIN PROCEDURES, PROCESSES, PRACTICES, METHODS, METHODOLOGIES, APPROACHES, TECHNIQUES AND INVENTIONS FORMING PART OF THE CONTENT MAY RESULT IN PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH (AND ARE NOT A SUBSTITUTE FOR PROPER TRAINING OR A SUBSTITUTE FOR CONSULTATION OR USE OF DULY QUALIFIED PROFESSIONALS) AND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE FOREGOING ARE APPROPRIATE HAVING REGARD TO THE CIRCUMSTANCES AT HAND, AND FOR ENSURING THAT ADEQUATE SAFETY AND OTHER PRECAUTIONS ARE IN PLACE IN TERMS OF THE

DELIVERY, EXECUTION OR REALIZATION OF THE FOREGOING. YOU ACKNOWLEDGE AND UNDERSTAND THAT LEGAL REQUIREMENTS IN TERMS OF RENOVATION AND CONSTRUCTION PROJECTS VARY FROM ONE JURISDICTION TO ANOTHER AND MAY CHANGE WITH THE PASSING OF TIME. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE INFORMATION EMBEDDED IN ANY CONTENT IS CONSISTENT WITH ANY REQUIREMENTS UNDER APPLICABLE LAWS AND REGULATIONS AND IS CURRENT AND UP TO DATE.

The information and opinions expressed in any forum on the Website (including those for product reviews) are those of their respective authors and are not made, confirmed or endorsed by **(SD)** (or its affiliated or related entities), its distributors and/or authorized dealers. Furthermore, neither **(SD)** nor its affiliated or related entities or its content providers are responsible or liable in any manner and to any extent to any person or entity whatsoever with respect to use or reliance on such Content.

(SD) is not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that it may receive regarding any Content, including, without limitation, any User Comments or User Content, before **(SD)** takes any remedial action that it considers, in its sole discretion, to be appropriate.

(SD) and its affiliates assume no responsibility or liability for the deletion or failure to store or provide access, or to properly store or provide access, to any Content (including, without limitation, any User Comments and User Content).

THROUGH YOUR USE OF THE WEBSITE AND SERVICES, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. ALL SUCH TRANSACTIONS ARE AT YOUR SOLE RISK. **(SD)** IS NOT A PARTY TO ANY SUCH TRANSACTIONS AND DISCLAIMS ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

You are solely responsible for implementing safeguards to protect your computer system and data and you are solely responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of the Website, Content, or Services. You assume the entire risk in downloading or otherwise accessing any Content or other materials obtained from **(SD)**, the Website or third parties as part of the Services. ALTHOUGH THE WEBSITE USES ENCRYPTION IN REGARD TO THE HANDLING OF PERSONAL OR SENSITIVE INFORMATION, THERE IS NO GUARANTEE THAT SUCH INFORMATION AND TRANSACTIONS ON THE WEBSITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THE WEBSITE, SERVICES, AND/OR THE CONTENT IS AT YOUR SOLE RISK.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION 13 CONSTITUTES AN ESSENTIAL AND MATERIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND **(SD)** AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO **(SD)** PURSUANT TO THIS PROVISION, **(SD)** WOULD NOT HAVE PROVIDED YOU

WITH ANY RIGHT OR OTHER BENEFIT IN REGARD TO THE WEBSITE, CONTENT, SERVICES AND/OR PRODUCTS.

PLEASE NOTE THAT CONSUMER PROTECTION LAWS MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING DISCLAIMER AND THAT IN SUCH CIRCUMSTANCES THIS SECTION 13 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS THAT APPLY IN THE JURISDICTION IN WHICH YOU RESIDE.

14. Exclusions; Limitation of Liability

(SD), ITS PARENT, ITS AFFILIATES, ITS DISTRIBUTORS AND ITS AUTHORIZED DEALERS TOGETHER WITH EACH OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, LICENSORS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE “**(SD)** RELEASED PARTIES”) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES YOU OR ANY THIRD PARTY MAY SUFFER IN RELATION TO THE WEBSITE, CONTENT, SERVICES, AND/OR PRODUCTS AND THE OTHER SUBJECT MATTER OF THESE TERMS OF USE (AND ANY DOCUMENT INCORPORATED BY REFERENCE IN THESE TERMS OF USE), INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, WORK STOPPAGE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REPUTATION, DEPRECIATION OF GOODWILL, LOSS OF USE, AND LOST DATA, EVEN IF A **(SD)** RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE MAXIMUM LIABILITY OF THE **(SD)** RELEASED PARTIES FOR DIRECT DAMAGES RELATING TO THE WEBSITE, CONTENT, AND/OR SERVICES WILL NOT EXCEED TEN DOLLARS (\$10) IN THE AGGREGATE.

The foregoing exclusions and limitations will apply notwithstanding any failure of essential purpose of any remedy and are fundamental elements of the bargain between **(SD)** and you.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION 14 CONSTITUTES AN ESSENTIAL AND MATERIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND **(SD)** AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO **(SD)** PURSUANT TO THIS PROVISION, **(SD)** WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARD TO THE WEBSITE, CONTENT, SERVICES, AND/OR PRODUCTS.

PLEASE NOTE THAT APPLICABLE LAWS IN THE STATE IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING EXCLUSION AND LIMITATION OF LIABILITY AND THAT IN SUCH CIRCUMSTANCES, THIS SECTION 14 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS THAT APPLY IN THE JURISDICTION IN WHICH YOU RESIDE.

15. Indemnification

You agree to defend, indemnify, and hold harmless the **(SD)** Released Parties from and against any and all losses, actions, claims, damages, costs, and expenses (including, without limitation, legal fees, expert fees, and disbursements) (collectively, “**Damages**”) arising from or related to: (i) your use of the Website (regardless as to whether or not such use is permitted under these Terms of Use), including, without limitation, any User Comments and/or User Content you submit or post on the Website; (ii) your use of any Content, Services, and/or Products; (iii) any remanufacture, modification, or other change in the design or function of any Product or Product labeling; and/or (iv) your failure to update any information you have provided to **(SD)** (including any information in your Account).

You represent and warrant that you hold the account corresponding to any telephone number and any email address that you provide to **(SD)** or that you have the account holder’s permission to use such telephone number and email address. You agree to defend, indemnify, and hold harmless the **(SD)** Released Parties (including any party initiating communications on their behalf) from and against any and all Damages (including those related to or arising under the Telephone Consumer Protection Act) arising from, related to, or caused in whole or in part by (i) your provision of a telephone number or email address that you are not authorized to provide or (ii) your failure to notify **(SD)** if you change your telephone number or email address.

(SD) reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In all events, you shall cooperate fully in the defense of any indemnified claim.

16. Termination

(SD) may, in its sole discretion, terminate your rights under these Terms of Use with or without cause. **(SD)** may terminate your rights under these Terms of Use without notice if you fail to comply with any of its terms or conditions. Any such termination by **(SD)** will be in addition to and without prejudice to other rights and remedies as may be available to **(SD)**, including injunctive relief and other equitable remedies.

You may terminate your Account by providing written notice of such termination to **(SD)**. Termination of your Account may take up to five (5) business days to take effect. Termination of your Account will not limit or otherwise qualify the application of these Terms of Use to the extent you continue to access and use the Website, Services, and/or Content following such termination. **(SD)** may retain information related to your Account, including, without limitation, personal information, in the event of potential litigation, to comply with its obligations under applicable laws or to the extent otherwise permitted under applicable laws.

Upon termination of your rights under these Terms of Use, all licenses granted to you under these Terms of Use will forthwith terminate and you must securely and permanently delete all Content in your possession or under your control. The disclaimers, exclusion of liability, limitation of liability, ownership and copyright, effect of termination, interpretation, license you have granted to **(SD)** regarding your User Content, the representations, and warranties you

provide, and the indemnity provision of these Terms of Use will survive the termination of these Terms of Use.

17. Notices

You may communicate with **(SD)** via e-mail, postal mail, telephone, and/or the Website. **(SD)** may issue notices to you via these various channels, including by sending e-mail to an address you provide to **(SD)**. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, **(SD)** will provide you with paper copies upon request. You may make such a request via [any of the channels listed above] . If you withdraw your consent, **(SD)** reserves the right to terminate your rights to use the Website. To receive, access, and retain the notices that **(SD)** sends via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print (or download and store) e-mails and PDF files. By accepting these Terms of Use, you confirm that you are able to receive, access, and retain the notices that **(SD)** may send.

18. Governing Law

Any claim relating to the Website, Services, Content, or Products will be governed by the laws of the State South Dakota without regard to its conflict of law provisions.

In the event of a dispute between you and **(SD)**, you agree to submit to the non-exclusive jurisdiction of the **United States District Court for the District of Nevada** or, if such court would not have jurisdiction over the matter, then only in a **Nevada** state court.

You hereby waive any right you may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against any **(SD)** Released Party related to the Website, Services, Content, Products, and/or these Terms of Use and, where applicable, you also agree to opt out of any class proceedings against **(SD)**. The foregoing provision may not be enforceable pursuant to the laws in the jurisdiction in which you reside, and, in such cases, the provision will be modified to comply with applicable laws.

19. Interpretation

The division of these Terms of Use into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Use. In these Terms of Use, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations, and any other entity.

20. Entire Agreement

The agreement formed by these Terms of Use, as these may be amended from time to time (and supplemented by any document incorporated by reference in these Terms of Use, including the Online Privacy Policy), and any and all other legal notices and policies on the Website, constitute the entire agreement between you and **(SD)** with respect to access to and use of the Website, Services, and Content, and the other subject matter of these Terms of Use (and any documents incorporated by reference in these Terms of Use).

21. Waiver

No waiver of any provision of these Terms of Use will be binding on **(SD)** unless executed by **(SD)** in writing. No waiver of any of the provisions of these Terms of Use will be deemed to be or will constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

22. Severability

Any provision of these Terms of Use (or portion of a provision) which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability and will otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions (and the remaining enforceable portion of such provision, as the case may be) of these Terms of Use or affecting the legality, validity, or enforceability of such provision in any other jurisdiction.

23. Enurement

These Terms of Use shall endure to the benefit of **(SD)** successors and assigns.

24. Confirmation

You acknowledge having read these Terms of Use before accepting them, having the authority to accept these Terms of Use, and having had the opportunity to save or print a copy of these Terms of Use.

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