

Cargill Frying Monitoring and Maintenance Mobile App– Terms of Use for Pilot Program

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APP

These terms of use (the “**Terms**”) are a legal agreement between you (“**you**”) and **Cargill, Incorporated** (“**Cargill**”, “**us**”, or “**we**”) in respect of your use of the **Frying Monitoring and Maintenance Mobile** app (the “**App**”).

By clicking on the "Accept" button below you agree to these Terms. If you do not agree to these Terms, we do not grant you permission to use the App and you must not use it and you must uninstall it from your device.

These Terms are only available in the English language. You should also print a copy of these Terms for your future reference.

1. YOUR ACCESS TO THE APP

You agree to use the App exclusively for the monitoring and maintenance of frying oil in your restaurants. You also acknowledge that your use of the App is being conducted under the scope of a six-month trial pilot program (“**Pilot**”) launched by Cargill.

We and our service providers are responsible for routine maintenance and support of the App.

These Terms apply to the App including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. We may change these Terms at any time by notifying you of a change when you next start the App (we may also email you about any material changes to the Terms). The new terms may be displayed on-screen and you may be required to agree to them to continue your use of the App. The date these Terms were last updated appears at the bottom of these Terms.

From time to time we may issue updates to the App. Depending on the update, you may not be able to use the App until you have downloaded and installed the latest version of the App and accepted any new terms. We agree to notify you of a such an update and coordinate the subsequent download and installation.

Access to the App may be suspended temporarily and without notice (a) in the case of system failure, (b) for maintenance or repair, (c) where we reasonably suspect there has been a breach of these Terms, (d) for reasons reasonably beyond our control, or (e) as otherwise explained in these Terms.

2. PERMITTED USE AND RESTRICTIONS

In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence (i.e. permission) to use the App subject to these Terms. We reserve all other rights, which are not granted in these Terms.

Except as explained in these Terms or as permitted by any applicable local law, you agree: (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up, (b) not to rent, lease, sub-license (i.e. grant anyone else the permission to use the App), loan, translate, merge, adapt, vary or modify the App (or any part of it), (c) not to, nor attempt to, disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App, and (d) not to provide or otherwise make available the App in whole or in part in any form to any person without prior written consent from us.

You must not use the App: (a) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system used by the App, (b) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users, (c) to collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App, (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms, or (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

3. THE DEVICE

We are responsible for providing you with a smartphone or tablet device with the App already downloaded and installed. You agree (a) not to download or install other applications on the device or (b) not to use the device for any other purpose, and (c) not to allow any third-party access to the device, without Cargill's permission. We remain the owners of the device and you are responsible for returning the device to us upon the completion of the Pilot.

4. SECURITY AND PASSWORDS

You must keep your password and any other authentication information confidential. You must not disclose it to anyone else. If you know or suspect that anyone other than you knows your password or any other authentication information, you must promptly notify us using the contact details below. We are not responsible for any losses or liabilities arising out of or in connection with any unauthorised use of the App.

We have the right to disable any password, or other authentication information whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

5. YOUR PROMISES TO US

You promise to us that (a) you are authorised to agree to these Terms, (b) you are not located in a country subject to a United States government embargo, nor are you located in a country that has been designated by the United States government as a "terrorist supporting" country, (c) you are not listed on any United States government list or prohibited or restricted parties, (d) any information submitted by you shall be at your own risk, and (e) you will not disclose nor allow to be disclosed by any means any confidential information belonging to us that you become aware of.

You also promise to us that you, at any and all times, you will meet Cargill's App use instruction, as well as any and all laws, regulations and policies that may apply to the use of the App.

6. PRIVACY

These Terms also incorporate the terms of our privacy policy (as updated from time to time), which is available from within the App and on our website at <https://www.cargill.com/page/privacy> (the "Privacy Policy") unless any element of the App is subject to a separate privacy policy, which we notify to you. Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy (such as how you can adjust your privacy settings).

By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your device as explained in the Privacy Policy.

7. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the App anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use it in accordance with these Terms.

In the event that anyone brings a claim that the App or any part of it, or your possession and/or use, infringes a third party's intellectual property rights, we (and not any Third Party App Store Provider, including without limitation Apple) shall be responsible for the investigation, defence, settlement and discharge of any such claim.

8. DATA

This App will collect your business data (for example, but not limited to, frying oil conditions, store locations, shift information, etc.). You will maintain ownership of this data, however, give us the right to use the data to further refine the development of the App and related algorithms, developments and applications. With such granted access rights, we agree to keep such data confidential and anonymous when aggregating such data with data provided by other parties.

9. USER CONTENT

Whenever you make use of a feature that allows you to upload any content such as any text, audio, video, or other content via the App (“**User Content**”), or to share any User Content with other users of the App, you promise that any such User Content: (a) will not be defamatory, obscene, offensive or otherwise objectionable, (b) will not infringe the intellectual property rights (such as copyright) or other rights (such as privacy or confidentiality) of any third party, (c) will comply with applicable laws (d) will not promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (e) will not be likely to deceive any person, (f) will not be threatening, abusive or cause annoyance, inconvenience or needless anxiety, (g) will not be likely to harass, upset, embarrass, alarm or annoy any other person, (h) will not impersonate any person, or misrepresent your identity or affiliation with any person, (i) will not give the impression that it emanates from us, if this is not the case, and (j) will not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You acknowledge that any User Content you upload could pose us a significant risk if it breaches these Terms, and you therefore, to the extent permitted by law, agree to compensate us for any loss we suffer if anyone makes a claim against us due to any of your User Content. We will not be responsible, or liable to any third party, for any User Content submitted by you or any other user of the App.

Any User Content you upload to the App and any feedback or suggestions you provide to us regarding the App will be considered non-confidential and non-proprietary, and we have the right (subject to our Privacy Policy) to use, copy, distribute and disclose it to third parties for any purpose without limit in time and without payment to you. Whilst we may not actively monitor any User Content, we have the right (but are under no obligation) to remove any User Content if, in our opinion, it is in breach of these Terms or is otherwise inappropriate.

10. DISCLAIMER AND LIMITATION OF LIABILITY

We provide the App on an “as is” and “as available” basis. We make no guarantee that the App will be uninterrupted, error free, or free from viruses or other harmful components. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content in the App is accurate, complete or up-to-date. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, which may apply to the App, whether express or implied.

We only supply the App for domestic business use. You agree not to use the App for any commercial or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum total liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the total amount paid by you to us as part of your use of the App.

Nothing in these Terms will limit or exclude our liability for (a) death or personal injury resulting from our negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other liability that cannot be excluded or limited by English law.

Nothing in these Terms restricts any legal rights you may have as a consumer.

Further, the App will be used in combination with a sensor device that you will either purchase directly from the sensor manufacturer or we will provide to you. How such sensor device will be provided will be agreed upon by both you and us. Regardless of how the sensor device is provided, we are not responsible for its functionality, its accuracy and make no guarantees that the sensor device will be uninterrupted, error free, or free from viruses or other harmful components.

11. TERMINATION

We may terminate these Terms and your permission to use the App immediately if (a) you commit any breach of these Terms, (b) we discontinue the App, or (c) we are prevented from providing the App for any reason.

Furthermore, we reserve the right to change, edit, suspend delete and/or cancel any part of the App and/or your access to it at any time with or without notice to you: (a) if required by law, (b) due to an event beyond our control, or (c) as a result of changes, cancellations or revocation of approval by any applicable App Store Provider.

On termination of these Terms for any reason: (a) all rights granted to you under these Terms will immediately cease, (b) you must immediately cease all activities authorised by these Terms (including your use of the App), (c) you must immediately uninstall and remove the App from your device(s), and (d) you acknowledge that we may restrict your access to the App and/or remove it from your device.

12. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us by e-mail or by prepaid post using the contact details at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by e-mail or using any other contact details you provide to us.

13. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce any of our rights against you, or if we delay in doing so, that will not mean that we have waived any of our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. Other than as expressly set out in these Terms, no one other than you and us is intended to have any right or ability to enforce any of the provisions of these Terms.

These Terms were last updated on **[TBC]**.

14. ABOUT US

Cargill, Incorporated

Registered Office Address: **15407 McGinty Road West, Wayzata 55391**