

# Certified Angus Beef LLC Steakholder Rewards™ Program

Please read this agreement carefully. It sets forth the legally binding terms and conditions for your participation in the Certified Angus Beef LLC Steakholder Rewards™ program.

## Introduction

Certified Angus Beef LLC (“Certified Angus Beef”) offers rewards (this “Program”), which is a rewards platform where eligible persons have an opportunity to accumulate Points (defined below) by participating in offered activities, subject to the terms and conditions set forth in these terms of service (“Terms of Service”). As used in these Terms, the words “we,” “us,” and “our” shall all be deemed to refer to Certified Angus Beef.

This Program is operated and administered on behalf of us by a service provider, CrowdTwist, Inc. (“CrowdTwist”). By accessing or participating in the Program, you accept and agree to be legally bound by these Terms of Service, whether or not you sign-up as a Member (defined below) of the Program. If you wish to become a Member and participate in the Program, please read these Terms of Service and indicate your acceptance by following the instructions in the Program sign-up process.

Each time you access and/or use the Program, you agree to be bound by and comply with these Terms of Service and any Additional Terms (defined below). If you do not agree to these Terms of Service, please do not participate in the Program. Modification to the Terms of Service may occur from time to time without notice. Members should check the most recent Terms of Service for the Program for updates and changes. A Member’s continued participation in the Program after the Terms of Service have been updated shall constitute your acceptance of the changes to the Terms of Service. The business realities associated with operating the Program are such that, without the limitations that are set forth in these Terms of Service – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes – we would not make the Program available to you.

In some instances, both these Terms of Service and separate guidelines or rules setting forth additional or different terms and/or conditions will apply to your use of the Program (in each such instance, and collectively, “Additional Terms”). For example, in addition to these Terms of Service, any contest, sweepstakes or other promotion we may offer as part of the Program or to Program members, is and will also be subject to separate official rules (“Official Rules”) which will be posted in the Program during the applicable promotion period and which will govern Members’ participation, and our execution, of each such promotion. To the extent there is a conflict between these Terms of Service and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Any information Members provide to us in connection with

this Program or any contest, sweepstakes or other promotion or offer operated in connection with this Program is subject to our privacy policy located at <https://www.certifiedangusbeef.com/legal.php> (“Privacy Policy”).

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1. Eligibility. Enrollment in the Program is free. To participate in the Program, you must be at the time of Program enrollment: (i) at least eighteen (18) years of age; and (ii) a legal resident and physically located in the United States of America, Canada (excluding Quebec), Puerto Rico, Ecuador, United States Virgin Islands, Republic of Palau and British Virgin Islands (“Locations”). In order to access and use the Program, Members must have a Device (defined below) that is capable of accessing the Internet. If accessing the Program from a mobile device, you may need to disable private browsing on your mobile browser. We also recommend that you turn off all ad-blockers when using the Program. Corporations or other entities or organizations of any kind are not eligible to participate in the Program. This Program is not available where prohibited by federal, state, provincial, or local law or regulation.

2. Program Sign-Up. To become a Member, eligible individuals must sign-up for this Program by creating a membership account (“Member Account”). You must accept these Terms of Service, and provide additional contact information during the Program enrollment. Individuals who sign-up for the Program and receive a Member Account are referred to in these Terms of Service as, “Members.” Participation in the Program constitutes Member’s full and unconditional agreement to these Terms of Service.

In connection with your Member Account, you agree that: (i) You will provide true, accurate, current, and complete information about yourself in connection with the sign-up process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (ii) You are solely responsible for all activities that occur under your Member Account – whether or not you authorized the activity; (iii) You are solely responsible for maintaining the confidentiality of your Member Account password and for restricting access to your Device so that others may not access your Member Account using your name, username, or password; (iv) You will immediately notify us of any unauthorized use of your Member Account, password, or username, or any other breach of security by calling us at the following phone number: (330) 345-0809 or emailing us at [rewards@certifiedangusbeef.com](mailto:rewards@certifiedangusbeef.com); and (v) You will not sell, transfer, or assign your Member Account. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms of Service, or any applicable law, then we may suspend or terminate your participation in the Program, immediately. We also reserve the more general and broad right to terminate your Member Account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

3. Earning Points. The Program offers Members the ability to accumulate and redeem rewards points (“Points”), on an individual basis and solely for Member’s own Member Account. In order to earn points, Members must be logged-in to their Member Account. Points cannot be purchased. The Program is structured to offer certain benefits based on the Member’s current balance of “redeemable” Points (that is, Points that have not previously been redeemed) or “lifetime” Points (that is, all prior Points accumulated by Member, whether previously redeemed or not). From time to time, we may establish, at our sole discretion, activities pursuant to which Members may “earn” Points (“Qualifying Activities”). Examples of “Qualifying Activities” include, but are not limited to, becoming a Member, writing a product review, visiting or watching a video, or engaging in certain specified activities related to social networks. Qualifying Activities may be added, discontinued or be made available again, at any time, and from time to time. Points will expire (and become non-redeemable) immediately upon the earlier of: (i) 365 consecutive days of inactivity on your Member Account or (ii) termination of the Program, as provided herein. Please note that we reserve the right to institute additional expiration dates for Points, as determined in our sole discretion. To protect the integrity of the Program and its Members, we have established max limits on the amount of Points a member may earn, as follows: 5,000 points during any week period. Any points earned in excess of these maximum levels during such periods will not be counted. Actions (even if they are considered Qualifying Activities) taken prior to Program sign-up are not eligible to earn Points, except to the extent expressly indicated, if any. Members shall not submit points or requests for points when such points were earned as a result of actions taken (e.g., purchases) by other members or non-members, unless such individuals reside in the same household as the Member submitting the points request. Points can be tracked in your Member Account. Points are always subject to verification and eligibility determined by us, in our sole and absolute discretion.

We reserve the right, in our sole discretion, at any time during the duration of this Program, all as set forth in these Terms of Service, to: (i) change the number of Points awarded, or to award no Points, for any particular Qualifying Activity, (ii) offer additional or new Qualifying Activities for a limited time or permanently, (iii) delete any or all means to earn Points, (iv) limit the number of times or frequency a Member may earn Points for engaging in a Qualifying Activity or engaging in the activity during a specific time period, and (v) offer Points earning opportunities to select groups of Members. Also, we may offer Points for engaging in a Qualifying Activity under one set of rules for one promotion, and may opt not to offer Points for engaging in that same activity under a subsequent promotion. Once a Qualifying Activity has been successfully completed and verified, the corresponding number of Points will appear in your Member Account. Points will be awarded within 48 hours for most activities, while others will take up to 1 week based on data processing. For some Qualifying Activities, if you reverse your performance of such activity, the Points awarded to you for such activity may be removed from your redeemable total.

Each Member will be responsible for ensuring the accuracy of his/her Program Point totals. If a Member believes his/her Program Point total is not accurate, or that Points earned were not credited, please call us at the following phone number: (330) 345-0809 or email us at [rewards@certifiedangusbeef.com](mailto:rewards@certifiedangusbeef.com) within 7 days of the end of the applicable activity. Points subsequently determined, in our sole discretion, to be invalid, will be removed from a Member's Point accumulation total.

Any Points you earn by completing a Qualifying Activity are considered a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable right solely for use towards the earning of rewards. Accordingly, you have no property, proprietary, intellectual property, ownership, or monetary interest in your Points, which remain our property at all times. Points have no "real world" value and are not redeemable for cash, transferable or assignable for any reason or otherwise by operation of law. Points have no purpose or use except in exchange for rewards (if any) offered via the Program. Accordingly, you may not purchase, sell, barter, or trade any Points, or offer to purchase, sell, trade or otherwise dispose of any Points or other virtual Rewards (as defined below). The only way to use Points is to redeem them for Program rewards. Any attempt to combine or transfer Points will result in disqualification from the Program and forfeiture of all Points in the Member Account. Points will not be valid unless earned in strict compliance with the requirements as established and intended by us, and a Member shall not attempt to earn Points by any means (including, without limitation, by using any script, bot or other automated means) that only simulates compliance with the applicable requirements. We reserve the right to take any other or additional action we deem appropriate in the event that we believe, in our sole discretion, that a Member (or Members) has violated these Terms. You agree to abide by our final and binding decisions regarding the Program and your participation in it.

4. Member-Required Disclosures and Representations and Warranties. In connection with certain Qualifying Activities, from time to time, Members will have access to Content (defined below) that is made available through the Program. Member's will also

have the opportunity to create their own content, including building, posting, uploading, displaying, publishing, distributing, transmitting, broadcasting or otherwise making available or submitting through the Program messages, texts, illustrations, files, images, photos, comments, sounds, music videos, information, ratings, reviews, data, questions, suggestions and other information and the ideas contained within (“User Content”). Each Member who submits or shares Content or User Content on third party social sharing sites, such as Facebook.com, Twitter.com or Instagram.com (the “Approved Sites”), in connection with this Program is required by these Terms and by law to disclose anything of value that is received by the Member from us as compensation for the Member’s sharing of such content.

You acknowledge and agree that if any such disclosures are included by us within any messaging that you share from the Program, you will not edit, alter or otherwise remove these disclosures from the message. You acknowledge that any failure to abide by the requirements set forth in the previous sentence may result in the termination of your Member Account and forfeiture of all your Points. You may not share Content or otherwise disclose your participation in the Program on your own without disclosing anything of value that you received from us as encouragement for your sharing of such Content. Each social media sharing activity available in rewards will instruct you whether or not you need to disclose your connection to the Program and if so, how you should make such disclosures. Members agree and represent and warrant to the following statements:

1. I will not post any information or content or conduct any activity that may violate, or which encourages the violation of, applicable local, state or federal laws or regulations and will promptly remove any such content upon request by us.
2. I will not post any information or content that may infringe any intellectual property or other right of any third party and will promptly remove any such third party content upon request by us.
3. I have read and will fully comply with the Federal Trade Commission’s (“FTC’s”) Endorsement and Testimonial Guides (“Guides”) (<https://www.ftc.gov/sites/default/files/documents/one-stops/advertisement-endorsements/091005revisedendorsementguides.pdf>) when talking or writing about us.

Further, and without limitation, I:

1. Will clearly and conspicuously disclose that I have received compensation and product and/or other incentive Rewards from Certified Angus Beef (as applicable) proximate to any mention by me of Certified Angus Beef;
2. Will not make any false, misleading or deceptive statement about Certified Angus Beef’s products or services;
3. Will ensure that all my statements accurately reflect only my honest, current opinions and beliefs based on my personal experience;
4. Will not purport to speak on behalf of Certified Angus Beef; and

5. Will maintain my social media activities related to this Program in a manner appropriate for a family audience and will not be rude or abusive.
6. Will strictly comply with all applicable Approved Site terms of service, membership agreements, privacy policies, and other similar applicable governing documents of any third-party sites, services or venues that I use in performing Program activities, including, without limitation, Twitter's Terms of Service, Facebook's Statement of Rights and Responsibilities and Instagram's Terms of Use.

## 5. Rewards.

1. **Rewards Generally.** Points can be used to acquire Program rewards such as merchandise, offers and other items of value ("Rewards") from the Rewards section of the Program. From time to time, we may offer Rewards for all Members who have achieved certain Point thresholds or engaged in certain Qualifying Activities. The Rewards section of the Program will list the corresponding Point value required to redeem each Reward. Members must comply with individual Reward restrictions where indicated on the Rewards section of the Program. We may periodically modify the list of merchandise and other Rewards available for Point redemption as well as the Points needed to receive a Reward throughout the Program Period (defined below). All redemptions are subject to these Terms of Service and all limitations or requirements on the Program. Qualifying Activities are likely to be available on a time-limited basis and, when they expire, may no longer be available.
2. **Redemption of Points.** To spend/redeem your Points, navigate through the Rewards section of the Program. You can choose any Reward still available for which you have accumulated sufficient Points for redemption. Click the image corresponding to the Reward you wish to redeem and follow the links and instructions to complete the redemption process. As part of the redemption process, you will receive a confirmation email. Emails will be sent to the email address associated with the Member Account. The total number of Points a Member can use to redeem a Reward at any given time is the total number of Points available in their Member Account at the time of redemption. Once a Member has ordered a Reward, the order is final and the appropriate number of Points will be deducted immediately from their Member Account.
3. **Provide Accurate Information.** Each Member is responsible for ensuring the mailing address, email address, phone number, and any other contact information associated with his/her Member Account is accurate and up to date. We are not responsible for non-receipt of a Reward shipped to the mailing address associated with a Member Account. Changes to Member Accounts, or the information in them should only be made by the Member to whom such accounts belong.
4. **Points Redemptions are Final.** All Points redemptions for Rewards are final. Points will not be refunded or placed back in a Member's quantity of redeemable Points for any reason after an order has been placed and Rewards may not be cancelled or returned for any reason.

5. Rewards with Limited Availability. Product availability may vary by location/country. Some Rewards may be available in limited quantities, or for a limited time. If there is a particular Reward offered that you would like to receive, we recommend that you redeem your Points for that Reward as soon as possible (once you have enough Points) because supplies or redemption time may be limited and the Program may be discontinued at any time in our sole discretion. Rewards are awarded on a first-come, first-serve and while-supplies-last basis. We are not responsible for typographical, photographic or other errors/omissions. We reserve the right to correct such errors/omissions at any time even if it affects pending Reward redemption. If you redeem your Points for a Reward and we determine that the Reward is unavailable, out of stock or for whatever reason cannot be provided to you, we will “refund” the Points that you exchanged for the Reward. We shall have no other responsibility for the unavailability of Rewards.
6. Forfeiture of Points. Any Points remaining in a Member Account after the Program End Date (defined below) will be forfeited without compensation. Points have no cash value and are only redeemable for Rewards offered via the Program.
7. Points Conversion. From time to time we may make Rewards available that will allow you to convert your accrued Points into Rewards such as gift cards or similar items based on a pre-determined conversion ratio set by us. You understand and agree that we may set the Points conversion ratio for any such Rewards in our sole and absolute discretion and we may change such conversion ratio at any time throughout the Program Period. The conversion ratio for Points into Rewards may vary among retailers or Rewards providers and all details regarding the specific conversion ratio applicable to a Reward. We also reserve the right to charge you an administrative fee such as a processing or handling fee when converting your Points to a form of gift card (or similar Reward item) and you agree to pay any such amounts if requested by us at the time of Points redemption.
8. Rewards Sweepstakes. From time to time, as part of the Program activities, we may elect to conduct sweepstakes, some of which may be open for entry only to Members and others of which may be open to the general public (each a “Sweepstakes”). All Sweepstakes are subject to all rules, terms and conditions of the Sweepstakes, and described in the Official Rules that accompanies the Sweepstakes. Methods of entry into the various Sweepstakes will be detailed in the Official Rules.
9. Release and Taxes. Members agree to sign an affidavit, release of liability, publicity release or similar agreement if requested by us prior to receiving your Reward. Members are solely responsible for all applicable taxes, including income tax liability, associated with any Reward acquired under the Program and we disclaim all rights and obligations related to the receipt of such Reward(s). For residents of the United States, we will issue an IRS Form 1099 to Members obtaining any Reward(s) with a combined total value equal to \$600 or more in any single calendar year. Members obtaining any Reward(s) with a combined total value equal to \$600 or more in any single calendar year will be required to provide his/her Social Security Number within the timeframe specified for tax

reporting purposes prior to the shipment of the Reward(s). An IRS Form 1099-MISC will be issued to him/her for the total value of all Rewards awarded for the tax year in which the Reward(s) are awarded. Similarly, for Canada residents, we may ask you to complete Canadian Form T4A for Rewards exceeding \$500 in total value in any single calendar year.

10. Other Terms Applicable to Rewards. Rewards, other than those which are digital in nature (which include any products or services that a Member can redeem Points for) are provided "as is" with no warranty or guarantee, either express or implied by us. Products made available as Rewards may be refurbished products. Some Rewards may have age eligibility requirements. We reserve the right to verify your eligibility qualifications prior to fulfilling a Reward.
11. Delivery of Rewards. Some Rewards available through the Program may be fulfilled electronically, such as by digital gift card. Rewards which are electronic or digital in nature will be sent to the email address that you provided when you created, or last updated, your Member Account. Tangible Rewards will be mailed to your U.S. postal address that you provided when you created, or last updated, your Member Account. Some Rewards may be fulfilled by third-party partners and may not be available in some areas. No Rewards will be shipped to P.O. Boxes, APO (Army Post Office) or FPO (Fleet Post Office) addresses, or destinations outside the Locations. Generally, Rewards shipped via postal mail will be shipped within one (1) week from the date your order is processed, unless the Program states a different schedule or the particular Reward you ordered is limited in quantity, backordered, or out of stock. We are not liable for any damages to, losses of or delays in any shipments. Rewards that are undeliverable for whatever reason (including because your Program information is incorrect) will not be re-sent and are forfeited, and the Points will not be refunded. The method used to transmit Rewards to Members will be chosen by us and will not be subject to variance at Member's request.

6. Timing and Termination. The "Program Period" will begin December 1, 2019 and will continue until such time as we, in our sole discretion, choose to end the Program (the "Program End Date"). We make no guarantee or representation as to the length of time during which the Program will be offered. We reserve the right to cancel, modify, restrict, suspend or terminate this Program or any aspect or feature of the Program, including Points, and/or extend or shorten the current Program Period at any time without notice. Members should check the most recent Terms of Service. A Member's continued participation in the Program after these Terms of Service have been updated will constitute acceptance of the changes. After the Program End Date, Members will no longer be permitted to earn or redeem Points, all Points will expire and the Program will no longer be available, and no further liability will be owed by us to any Member.

These Terms of Service will remain in full force and effect while you use the Program and/or are a Member. We may suspend or terminate your membership for any reason, at any time. If we suspend or terminate you because you have breached these Terms of Service, you may either be terminated from the Program or otherwise be restricted by us from redeeming Points or earning more Points until such time (if ever) when we



reinstate your membership (at our discretion). In the event that you are terminated as a Member, we may elect to immediately void all of your accumulated Points and, in such instance, you shall not be entitled to redeem Points for any Rewards. Even after your participation is terminated, these Terms of Service will remain in effect. We reserve the right, at our sole discretion, to pursue all of our legal remedies, including, but not limited to, deletion of your Member Account, and everything contained within it, from the Program upon any breach by you of these Terms. If you wish to discontinue your participation in this Program at any time, please contact us at (330) 345-0809 or email us at [rewards@certifiedangusbeef.com](mailto:rewards@certifiedangusbeef.com).

## 7. Content, Ownership, Limited License and Rights of Others.

1. Content. The Program contains a variety of: (i) materials and other items relating to our products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Program, and the compilation, assembly, and arrangement of the materials of the Program and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of ours (collectively, "Trademarks"); and (iii) other forms of intellectual property (all of the foregoing, collectively "Content").
2. Ownership. The Program (including past, present, and future versions) and the Content are owned or controlled by us, CrowdTwist and/or certain other third parties. All Content, owned by us, and included on the Program is offered to you under the conditions of this Terms of Service. All right, title and interest in and to the Content available on the Program is protected by United States and international copyright, trademark, patent or other intellectual property rights to the fullest extent possible.
3. Limited License. Subject to your strict compliance with these Terms and any Additional Terms, Certified Angus Beef grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device") for your personal, non-commercial use only, and (ii) to use certain Content that we may from time to time make available on the Program explicitly for you, but only for such purposes as may be explicitly stated at the time. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any

Content, and (ii) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability.

4. Rights of Others. When using the Program, you must respect the intellectual property and other rights of ours and other third parties. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. We respect the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Program, then please contact us at (330) 345-0809 or by email at [rewards@certifiedangusbeef.com](mailto:rewards@certifiedangusbeef.com).

## 8. Program and Content Use Restrictions.

1. General Terms of Use. You agree to comply with and abide by our Standard Terms of Service and Conditions for Use and our Privacy Policy contained at <https://www.certifiedangusbeef.com/legal.php>.
2. Program Use Restrictions. You further agree that you will not: (i) use the Program for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) transmit any chain letters or junk email to other Members; (iii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iv) engage in any activities through or in connection with the Program that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to us; (v) reverse engineer, decompile, disassemble, reverse assemble, or modify any site source or object code or any software or other products, services, or processes accessible through any portion of the Program; (vi) engage in any activity that interferes with a user's access to the Program or the proper operation of the Program, or otherwise causes harm to the Program, us, or other Members of the Program; (vii) interfere with or circumvent any security feature of the Program or any feature that restricts or enforces limitations on use of or access to the Program, the Content, or the User Content; or (viii) otherwise violate these Terms or any Additional Terms.
3. Content Use Restrictions. You also agree that, in using the Program: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Program by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display,

disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party application or websites, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of ours or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

4. Reservation of All Rights Not Granted as to Content and Program. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Program. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by us and other third parties. *Any unauthorized use of any Content or the Program for any purpose is prohibited.*

9. Disclaimers. YOUR ACCESS TO AND USE OF THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, we, our parent company and respective subsidiaries and respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, “Program Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

1. the Program (including the Content and the User Content);
2. the functions, features, or any other elements on, or made accessible through, the Program;
3. any products, services, or instructions offered or referenced at or linked through the Program;
4. security associated with the transmission of your User Content transmitted to us or via the Program;
5. whether the Program or the servers that make the service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
6. whether the information (including any instructions) on the Program is accurate, complete, correct, adequate, useful, timely, or reliable;
7. whether any defects to or errors on the Program will be repaired or corrected;
8. whether your access to the Program will be uninterrupted;
9. whether the Program will be available at any particular time or location; and
10. whether your use of the Program is lawful in any particular jurisdiction.

Except for any specific warranties provided herein or in additional terms provided by a Program Party, Program Parties hereby further disclaim all warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, non-infringement or misappropriation of intellectual property rights of third parties, title, custom, trade, quiet enjoyment, system integration, and freedom from computer virus.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

10. Limitation on Liability. UNDER NO CIRCUMSTANCES WILL ANY PROGRAM PARTIES BE RESPONSIBLE OR LIABLE TO YOU, OR ANYONE ACTING ON YOUR BEHALF, FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, ARISING OUT OF THE ACTS OR OMISSIONS OF ANY PROGRAM PARTY IN CONNECTION WITH THE PROGRAM.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Program Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Program).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

IF ANY PROGRAM PARTY IMPROPERLY DENIES AN ACCRUAL OF POINTS OR A REWARD, LIABILITY WILL NOT EXCEED THE EQUIVALENT VALUE, AS DETERMINED BY US, OF THAT ACCRUAL OF POINTS OR REWARD. For purposes of clarity, the prior sentence does not expand or limit any express, written product warranty that is provided by us or a manufacturer of a physical product.

11. Our Rights. We reserve the right to modify, suspend, cancel or discontinue the Program, in whole or in part, for any reason, at our sole discretion, with or without notice to Members. We may, among other things, withdraw, limit, modify, suspend or cancel any Reward and/or modify or regulate the Points or benefits you may have accrued. Each Member agrees that we will not be liable to the Member or any third party for any modification or discontinuance of the Program. We reserve the right to interpret and apply the policies and procedures communicated in these Terms of Service. All determinations by us, including determinations of eligibility, and proper authorization of Points and Rewards redemptions, shall be final and conclusive in each case. We reserve the right to terminate any Member's participation in the Program, to deny any Reward and/or terminate service if, in our sole judgment, such Member has in any way violated these Terms of Service.

12. Fraud. Fraud or abuse relating to the registration process, providing of personal information, or redemption of Rewards is a violation of these Terms of Service. Members are solely responsible for any fraudulent use that may occur due to the theft of or sharing of a Member's password. Members agree to immediately notify us of any unauthorized use of their Member Account or any other breach of security known to them. The Program is a service provided to an individual Member, not a company or

other entity, and a company or other entity may not direct, encourage or allow individuals to participate for anything other than individual use. We reserve the right to terminate or suspend a Member's participation in the Program and/or void a Member's Points if any Member engages in fraudulent activity or otherwise uses this Program for a purpose other than in accordance with these Terms of Service and applicable law.

Any attempt by any Member or other individual or entity to damage any web site or undermine the legitimate operation of the Program is a violation of these Terms of Service. We reserve the right to investigate any suspicious activity and to seek damages from any such person to the fullest extent permitted by law.

13. Dispute Resolution. Any claim or dispute between the parties or any claim, dispute, or controversy involving Member and any other party arising from or relating to these Terms of Service or the Program, including, without limitation, the arbitration of any claim or dispute and the validity and enforceability of this mandatory arbitration provision or these Terms of Service, shall be resolved by BINDING ARBITRATION. Any arbitration proceeding will take place in Cuyahoga County, Ohio. A single arbitrator shall conduct arbitration, under the Federal Rules of Evidence and the American Arbitration Association ("AAA") Consumer Arbitration Rules in effect at the time the claim is filed. To obtain rules and form, contact the AAA at 800.778.7879, [www.adr.org/consumer](http://www.adr.org/consumer) (website), or [websitemail@adr.org](mailto:websitemail@adr.org) (E-Mail). If AAA cannot or will not administer the arbitration, Member agrees to submit the claim to JAMS for proceedings conducted under JAMS' Comprehensive Arbitration Rules. If both designated arbitration forums cannot or will not administer the arbitration, it remains our and Member's intent to arbitrate and to have appointed an arbitrator pursuant to 9 USC § 5. Member agrees not to participate in a representative capacity or as a member of any class of claimants pertaining to any claims or disputes covered by this mandatory arbitration provision. No arbitrator shall be allowed to conduct arbitration on a class-wide basis, and the arbitrator shall not be allowed to consolidate arbitration demands filed by our other customers. If any other term is unenforceable in this mandatory arbitration provision, the remaining terms are severable and enforceable to the fullest extent permitted by law. This mandatory arbitration provision shall be governed by the Federal Arbitration Act. By participating in the Program, Member agrees to the terms of this mandatory arbitration provision. MEMBER UNDERSTANDS THAT MEMBER IS VOLUNTARILY WAIVING MEMBER'S RIGHT TO A JURY TRIAL, JUDGE TRIAL, OR RIGHT TO ASSERT ANY CLAIMS AGAINST US AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION FOR CLAIMS OR DISPUTES arising from or relating to these Terms of Service or the Program, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW. These Terms of Service and any Additional Terms will be governed by and construed in accordance with, and dispute will be resolved in accordance with, the laws of the State of Ohio, without regard to its conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU WANT TO ASSERT A DISPUTE AGAINST US, THEN YOU MUST COMMENCE IT WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

14. Waiver of Injunctive or Other Equitable Relief. IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITES, APPLICATION, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US (INCLUDING YOUR LICENSED USER CONTENT) OR A LICENSOR OF OURS.

15. Indemnity. In exchange for the right to participate in the Program, you agree to indemnify, defend (at our option) and hold us harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) your User Content; (ii) your use of the Program and your activities in connection with the Program; (iii) your breach or anticipatory breach of these Terms of Service or any Additional Terms; (iv) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Program or your activities in connection with the website and the Program; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) our use of the information that you submit to us (including your User Content) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by us in the defense of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of ours. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

16. Updates to Terms of Service. These Terms of Service (and, as applicable, Additional Terms), in the form posted at the time of your participation in the Program, shall govern such participation. THE TERMS OF SERVICE AND ADDITIONAL TERMS UNDER WHICH WE OFFER THE PROGRAM MAY BE MODIFIED WITHOUT PRIOR NOTICE AND WE MAY CEASE OFFERING THE PROGRAM UNDER THE TERMS OF SERVICE OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS. Therefore, you should review

the posted Terms of Service and any applicable Additional Terms each time you use the Program (at least prior to each transaction or submission). The revised Terms of Service will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them. However, the Terms of Service (and any applicable Additional Terms) that applied when you previously used the Program will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. You can reject any new, revised or Additional Terms by discontinuing use of the Program and related services.

17. Communications, Notices & Customer Service. Subject to the Privacy Policy, by signing-up for the Program, you agree that: (i) we may give you notices of important matters by prominently posting notice on the home page of the Program or in another reasonable manner we determine in our sole discretion; and (ii) we may contact you and send you communications by postal mail and e-mail at the addresses provided in your Member Account. These communications may include marketing communications about the Program as well as other promotional offers unrelated to the Program. You agree to promptly notify us if you change your e-mail or mailing address by updating your Member Account.

If you have a question regarding using the Program, you may contact our Customer Solutions Department by calling (330) 345-0809 or by email at [rewards@certifiedangusbeef.com](mailto:rewards@certifiedangusbeef.com). You acknowledge that the provision of customer support is at our sole discretion and that we have no obligation to provide you with customer support of any kind.

#### 18. General Provisions.

1. Severability. If any provision of these Terms of Service, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms of Service or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms of Service or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.
2. Communications. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
3. Investigations; Cooperation with Law Enforcement; Termination; Survival. We reserve the right, without any limitation, to: (i) investigate any suspected breaches of its site's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms of Service and any Additional Terms; (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating

any of the foregoing matters; (v) prosecute violators of these Terms of Service and any Additional Terms; and (vi) discontinue the Program, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to us under these Terms of Service or any Additional Terms. Upon suspension or termination of your access to the Program, or upon notice from us, all rights granted to you under these Terms of Service or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Program. The provisions of these Terms of Service and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to us in these Terms of Service, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

4. **Assignment.** We may assign our rights and obligations under these Terms of Service and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms of Service and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of ours.
5. **No Waiver.** Except as expressly set forth in these Terms of Service or any Additional Terms, (i) no failure or delay by you or us in exercising any of rights, powers, or remedies under this Program will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any of these Terms of Service or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.
6. **Connectivity.** You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service, mobile service, and other services needed for your access to and use of the Program and you will be responsible for all charges related to them.