

MAPLE STREET BISCUIT COMPANY

TERMS AND CONDITIONS

(EFFECTIVE November 10, 2018)

These terms and conditions contain all the scary legal stuff our legal team requires us to say. We recommend reading this over a flaky biscuit and a cup of our Maple Tap coffee.

Agincourt Industries, LLC d/b/a Maple Street Biscuit Company (“Maple Street”, “we”, “us and “our”) offers you access to its interactive online websites, applications and services. These Terms of Use, together with our Privacy Policy and any additional terms which might apply to certain products or services, govern your use of our websites (“Website”) or any of our mobile widgets or other applications (“Applications”) – together, our “Services”. Our Services include www.MapleStreetBiscuits.com and all other locations on which we place these Terms of Use.

Please read these terms of use carefully (again, we recommend reading them over a flaky biscuit and Maple Tap coffee) before using our Services. By using any of our services (other than to read these Terms of Use for the first time) you are agreeing to comply with these terms of use, which may change from time to time as set forth herein. If you do not agree to be bound by these Terms of Use, do not use our Services.

1. Intellectual Property

“Maple Street Biscuit Company” and the Maple Street Biscuit Company logos are registered trademarks of Maple Street. All other Maple Street trademark, service marks, logos, domain names, trade or company names, or indicia of origin referred to on the services belong to us and/or our affiliates or licensors. In countries where any of our trademarks, service marks, logos, domain names, trade or company names, or indicia of origin are not registered, we claim other rights

associated with unregistered trademarks, service marks, logos, domain names, company names, or indicia of origin. Other product or company names referred to on the Services may be the trademarks of their respective owners. You may not use any trademark, service mark, logo, domain name, company name or indicia of origin of ours or any third party without permission from the owner of the applicable trademark, service mark, logo, domain name, or indicia of origin. Your use of the Services does not create, and nothing contain in the Services shall be construed as creating or conferring to you, by implication, estoppel, or otherwise, a license or any other rights in any intellectual property rights of Maple Street. Content, whether or owned or not by us may not be used without permission.

Unless otherwise indicated, the Services and all content therein including without limitation articles, text, photographs, images, illustrations, graphics, designs, information, video and audio material, and software, including the selection and arrangement thereof, are ours or our licensor's proprietary property and are protected by copyright laws. You are granted a limited, non-transferable license to access and use the Services, and all material therein, for personal information and consumer transactional purposes only, including the dissemination of content to the extent specifically allowed through any provided third party functionality made available through the Services that allow you to post content from the Services to your personal social media account(s). This limited license does not include the resale, commercial use, distribution, public display or performance of the Services or any materials therein, nor does it permit the modification or the making of derivative uses of the Services of any materials therein, or the use of any data mining, spiders, robots or similar data gathering or extraction methods thereon.

If you enable location-based services on our computer or other device in connection with your use of the Services, you expressly consent to us and/or our suppliers collecting the geolocation, including specific longitude and latitude of your device. This information will be used as set forth in our Privacy Policy, including to identify your local Maple Street Biscuit Company community store. Please refer to our Privacy Policy for more information.

2. Access and Use

(A) Our Services are provided for your personal, non-commercial use only. We may offer certain portions of our Services at no charge and others for a one-time fee, on a subscription basis or under any other lawful pricing structure. In all instances, our Services are not being sold to you; rather, you are being granted or purchasing a limited license to use our Services. In addition, unless we specifically tell you otherwise, the use of any of our paid Services does not transfer across operating systems and/or different equipment (e.g., mobile devices, computers, etc.). For example, unless we specifically tell you otherwise, the use of our mobile Application is limited to the relevant device and/or operating system you are using at the time you install and agree to a license to use the Application.

(B) When using our Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, trademark and copyright law. Except as expressly permitted in these Terms of Use or as we may otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install and/or print Service Content (e.g., a restaurant menu). In such a case, you may do so only in the manner authorized and for your non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

(C) Furthermore, except as expressly permitted in these Terms of Use, you may not:

- (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in or through our Services or Service Content;
- (ii) circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict the use of or copying of any software or other Service Content;
- (iii) use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Website or Service Content for any purpose without our express written permission;
- (iv) collect or harvest any personally identifiable information from our Services including, without limitation, user names, passwords, email addresses;
- (v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval (this expressly includes, but shall not be limited to, third party delivery services such as Door Dash);
- (vi) attempt to or interfere with the proper working of our Services or impair, overburden, or disable the same;
- (vii) decompile, reverse engineer, or disassemble any portion of our software or other Service Content, or our Services;
- (viii) use network-monitoring software to determine architecture of or extract usage data from our Services;
- (ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s Membership (as defined below));
- (x) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
- (xi) engage in any conduct that restricts or inhibits any other user from using or enjoying our Services.

(D) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

3. User Content

(A) We may now or in the future permit users to post, upload, transmit through, or otherwise make available through our Services (collectively, “submit”) messages, text, illustrations, data, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (“User Content”). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published through our Services. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

(C) You represent, warrant, and covenant that you will not submit any User Content that:

- (i) violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
- (ii) impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
- (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- (iv) is an advertisement for goods or services or a solicitation of funds;
- (v) includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- (vi) contains a formula, instruction, or advice that could cause harm or injury; or
- (vii) is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying our Services will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business;

and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of our Services and these Terms of Use. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

(E) By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content; provided, however, that all such uses will be consistent with the terms of our Privacy Policy.

(F) We reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

G) We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

4. Service Content & Third Party Links

(A) We provide our Services including, without limitation, Service Content for educational, entertainment and/or promotional purposes only. You may not rely on any information and opinions expressed through any of our Services for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

(B) In some instances, Service Content will include content posted by a third-party or represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through our Services by anyone other than our authorized employees or spokespersons while acting in their official capacities.

(C) Our Services may link or contain links to other websites maintained by third parties, including without limitation, FaceBook, Twitter, and Instagram. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

5. Indemnification

You agree to indemnify and hold harmless Maple Street and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of our Services; (ii) User Content provided by you; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

6. Disclaimer of Warranties

(A) YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, MAPLE STREET AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF OUR SERVICES OR SERVICE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES; (6) WARRANTIES THAT YOUR USE OF OUR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN OUR SERVICES OR SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED.

7. Limitation on Liability

(A) UNDER NO CIRCUMSTANCES SHALL MAPLE STREET OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH OUR SERVICES OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES INCLUDING, WITHOUT LIMITATION, SERVICE CONTENT IS TO STOP USING OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF MAPLE STREET AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY MAPLE STREET DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF OUR SERVICES OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

8. Termination

(A) We reserve the right in our sole discretion and at any time to terminate or block your use of our Services for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Maple Street is not liable to you or any third party for blocking your use of our Services.

9. Copyright Policy

(A) Just as we expect you to respect our intellectual property rights, we respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

(B) If you believe that any material available on or via the Services infringes a copyright you own or control, you may file a notification in accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA") and we will respond promptly to claims of

copyright infringement. In accordance with the DMCA, you should notify the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: Maple Street Biscuit Company Legal Department, 340 Corporate Way, Suite 300, Orange Park, Florida 32073, info@maplestreetbiscuits.com. Such notice of infringement should be in writing and include substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

10. Choice of Law; Jurisdiction and Venue

These Terms of Use shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws rules. Any legal proceedings against Maple Street that may arise out of, relate to, or be in any way connected with our Website or these Terms of Use shall be brought exclusively in the state and federal courts applicable to Clay County, Florida and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

11. No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

12. No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

13. Amendment; Additional Terms

We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of our Services or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of our Services generally, unique of our Services, or both (“Additional Terms”). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control. Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website, notification by email or through any of our Applications. It is your responsibility to review the Terms of Use from time to time for any changes or Additional Terms. Your access and use of our Services following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of our Services and, if applicable, terminate your Membership.

14. Miscellaneous

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Except where specifically stated otherwise, if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected.

These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

15. Web Accessibility

We are committed to fostering an inclusive community in all we do. We strive to ensure that www.maplestreetbiscuits.com complies with the best practices and standards defined by **Section 508 of the U.S. Web Content Accessibility Guidelines** of the **World Wide Web Consortium**.

Our Current Accessibility Features

- Alternative text detail for appropriate images and other non-text elements.
- Title attributes for additional information about links and indication of new browser windows.
- Structural markup to indicate headings and lists to aid in page comprehension.
- Association of forms with labels.
- Association of all data cells in a data table with their headers.
- JavaScript and style sheets to enhance the appearance and functionality of the site. If these technologies are not available, alternative content is provided where necessary to ensure a usable experience.

Further accessibility efforts are under way. As we continue to improve our website, we will reflect any changes here within our accessibility statement. That way you'll know about the progress we're making.

16. Employment Opportunities

While job openings are identified as part of the Services, the process of applying for a position with Maple Street is conducted on a separate website operated by a third party and not subject to these Terms and Conditions or our Privacy Policy. Maple Street is committed to the principles of equal employment opportunity. You can review our Equal Employment Opportunity policy on our applications page. Maple Street does not have any responsibility for hiring practices of its franchisees.

17. Online Ordering

We make available to you the ability to order online from our participating community stores. These terms apply only to orders placed through the Services. Like our employment opportunities, online ordering is conducted through a separate website operated by a third party and therefore not subject to these Terms and Conditions or our Privacy Policy. You will want to review the Terms and Conditions and Privacy Policy available on the online ordering link.

18. More Information

If you would like any more information regarding these Terms and Conditions, or how to contact a specific franchisee, please contact info@maplestreetbiscuits.com.