

Terms and Conditions

Food is Medicine Foundation, Inc.

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These Terms and Conditions (the “**Terms**”) govern your access to and use of this website operated by or on behalf of **Food is Medicine Foundation, Inc.**, together with all information, features, products, services, applications, and content made available through such website(s) (collectively, the “**Sites**”). These Terms also incorporate by reference our Privacy Policy. Your use of the Sites is governed by these Terms regardless of the manner in which you access the Sites.

Certain services, features, or portions of the Sites may be subject to additional terms and conditions. Any such additional terms will be presented in connection with the applicable service or feature and are incorporated into these Terms to the extent applicable.

By accessing or using the Sites, you agree to be bound by these Terms. If you do not agree, you should not use the Sites.

Changes to the Terms

We may revise or update these Terms from time to time, in our sole discretion, by posting the updated Terms on the Sites. All changes become effective immediately upon posting.

Your continued use of the Sites after any revised Terms are posted constitutes your acceptance of those changes. You should review the Terms periodically. The “Last Updated” date above will indicate when these Terms were most recently modified.

User Eligibility

The Sites are offered and available to users who reside in the United States or any of its territories or possessions and who are at least the age of majority in their jurisdiction of residence.

By using the Sites, you represent and warrant that you satisfy these eligibility requirements. If you do not meet all of these requirements, you are not authorized to access or use the Sites.

Proprietary Rights

All elements of the Sites, including without limitation text, design, logos, graphics, icons, images, audio, video, software, and the selection, arrangement, and compilation thereof (collectively, the “**Content**”), are owned by **Food is Medicine Foundation, Inc.** or its

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All intellectual property rights in the Sites and Content are expressly reserved.

The collection, compilation, and arrangement of the Content on the Sites are the exclusive property of Food is Medicine Foundation, Inc. and are protected by copyright and other applicable laws.

The trademarks, service marks, trade names, and logos displayed on the Sites are the property of Food is Medicine Foundation, Inc. or their respective owners. Nothing in these Terms grants you any right or license to use any such marks without prior written permission.

Use of the Sites; Restrictions

Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, revocable right to access and use the Sites for your personal, non-commercial use, or as otherwise directly related to your legitimate dealings with Food is Medicine Foundation, Inc.

You may download, print, or copy Content solely for those permitted purposes, provided that you do not modify the Content, remove proprietary notices, or otherwise violate these Terms. Any other use is prohibited.

Without limiting the foregoing, you agree that you will not:

1. Modify, adapt, revise, translate, or create derivative works from the Sites or any Content;
2. Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Sites;
3. Reproduce, redistribute, sell, lease, license, sublicense, or otherwise transfer rights in the Sites or any Content;
4. Remove, alter, or obscure copyright, trademark, or other proprietary notices;
5. Introduce viruses, malware, or other harmful code into the Sites;
6. Systematically download or store Content to create a database or archive;
7. Use robots, spiders, scrapers, crawlers, or other automated means to access, scrape, data mine, or index the Sites without our prior written consent;
8. Take any action that imposes an unreasonable burden on the Sites or related infrastructure;

9. Attempt to gain unauthorized access to the Sites, user accounts, or servers;
10. Frame, mirror, or otherwise replicate any portion of the Sites; or
11. Interfere with or disrupt the operation, functionality, or security of the Sites.

Your right to use the Sites automatically terminates if you violate these Terms. All rights not expressly granted are reserved.

Registration

To access certain portions of the Sites or certain services, you may be required to provide registration details or other information. It is a condition of your use of the Sites that all information you provide is accurate, current, and complete.

All information you provide through the Sites is governed by our Privacy Policy, and by using the Sites, you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you create, or are provided with, a username, password, or other security credentials, you must keep that information confidential and must not share it with any other person or entity. You acknowledge that your account is personal to you and agree not to allow others to access the Sites using your credentials.

You agree to notify us immediately of any unauthorized use of your login credentials or any other security breach. You also agree to exit your account at the end of each session and to use caution when accessing your account from a public or shared computer.

We reserve the right to disable or terminate any username, password, account, or identifier at any time if, in our judgment, you have violated these Terms.

Communications with Us

If you submit ideas, comments, suggestions, questions, feedback, or other materials to us, you grant Food is Medicine Foundation, Inc. an unrestricted, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, display, perform, modify, transmit, distribute, and otherwise exploit such materials for any lawful purpose.

You represent and warrant that any materials you submit do not infringe or violate the rights of any third party, including intellectual property, privacy, or proprietary rights. You remain solely responsible for the content of any materials you submit.

Except as otherwise described in our Privacy Policy, we are under no obligation to treat submissions as confidential.

Accuracy of Information

The information presented on or through the Sites is made available for general informational purposes only. We do not warrant or guarantee the accuracy, completeness, reliability, or usefulness of any information on the Sites.

Any reliance you place on such information is strictly at your own risk. We disclaim all liability arising from any reliance on materials available on the Sites by you or any other visitor.

We may update the Sites from time to time, but Content may not always be complete or current. Any material on the Sites may be out of date at any given time, and we are under no obligation to update it. Products or services described on the Sites may not be available in all geographic areas.

Third-Party Sites

The Sites may contain links to websites, services, or applications operated by third parties. These links are provided for convenience only. We do not control and are not responsible for the content, policies, or practices of third-party sites or services.

Your use of third-party websites or applications is at your own risk and subject to the terms and policies of those third parties.

Links to the Sites

Any links to the Sites must be approved by us in writing, except that you may provide a non-misleading, text-only link to the main homepage of the Sites so long as the link:

- Does not falsely suggest sponsorship, endorsement, affiliation, or association with Food is Medicine Foundation, Inc.;
- Opens the Sites in a fully functional, full-screen browser window and not within a frame; and
- Does not damage, dilute, or tarnish our name, goodwill, or trademarks.

We reserve the right to revoke linking permission at any time in our sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless **Food is Medicine Foundation, Inc.**, its affiliates, directors, officers, employees, agents, contractors, licensors, service providers, and representatives from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including reasonable attorneys' fees, arising out of

or relating from your use of the Sites, your violation of the Terms, or any activity related to your use of the Sites.

Disclaimers; Limitation of Liability

THE SITES, THEIR CONTENTS, AND THE PRODUCTS AND SERVICES AVAILABLE ON THE SITES ARE PROVIDED ON AND “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOOD IS MEDICINE FOUNDATION, INC., AFFILIATES, AND THEIR SUBSIDIARIES AND AFFILIATES, EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITES, THEIR CONTENTS, THEIR USES AND THE PRODUCTS AND SERVICES OFFERED ON THE SITES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT YOUR USE OF THE SITES IS AT YOUR OWN RISK. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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Applicable Law

The Site is controlled by Food is Medicine Foundation, Inc. from its headquarters in Texas. Your use of the Sites shall be governed by the laws of the State of Texas without regard to its choice of law principles. You agree to submit to the exclusive personal jurisdiction of the state and federal courts located in Dallas County, Texas with respect to any legal proceedings arising out of the Terms or your use of the Sites.

Waiver; Severability

No delay or omission by Food is Medicine Foundation, Inc. in exercising or enforcing any right under the Terms will operate as a waiver of that or any other right. If any provision in the Terms is held invalid, the remainder of these Terms shall continue to be enforceable. If any provision in the Terms is deemed unlawful, void or unenforceable, then that provision is deemed severable from the Terms and the remaining provisions are still valid and enforceable.

Termination

You acknowledge that the Sites, or any services or materials provided on the Sites, may be modified, updated, interrupted, suspended or discontinued at any time without notice. We will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites, or an entire Site, to users, including registered users.

We may close your account, suspend your ability to use all or certain portions of the Sites, and/or ban you altogether from the Sites for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing or using the Sites. The Terms remain in effect even after your account or ability to access the Sites is terminated.