TERMS OF USE AND ACCESS

This EdgeIngredients.com Terms of Use Agreement ("<u>Agreement</u>") is a legal agreement between you and Edge Ingredients, Inc. and governs your use of this website.

By using the EdgeIngredients.com website ("Website") accessible at www.EdgeIngredients.com, you represent that you have read and understood, and you are agreeing to be bound by, this Agreement, all applicable laws and regulations, which apply to all visits to the Website, both now and in the future. If you do not agree with any of these terms of this Agreement, including the Privacy Policy incorporated herein, you are not authorized to use this Website.

This is a general audience Website for adults. Edge Ingredients, Inc. will assume, and by using this Website you warrant that, you have legal capacity to enter into this Agreement. In other words, you warrant that you are of sufficient age and mental capacity, and otherwise entitled to be legally bound in contract.

Edge Ingredients, Inc. reserves the right to modify or amend this Agreement at any time, without notice, in its sole discretion. EdgeIngredients.com will provide the Last Revised date contained hereinabove; your continued use or accessing of this Website following the posting of any changes to this Agreement constitutes your acceptance of such changes. If you do not agree with the Agreement as amended, you are not authorized to use this Website.

This website contains material which is owned by or licensed to Edge Ingredients, Inc.. This material includes, but is not limited to, the design, layout, look, appearance, graphics & videos. Reproduction is strictly prohibited. All other trademarks, product names and company names or logos included on the Website are the property of their respective owners.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that Edge Ingredients, Inc. endorses the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to this website from another website or document without Edge Ingredients, Inc.'s prior written consent.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the state of Florida. Venue shall reside exclusively in Lake County, Florida. Accessing materials on the Website by certain persons in certain countries may not be lawful, and Edge Ingredients, Inc. makes no representation that materials on the Website are appropriate or available for use in locations outside the United States. If you choose to access the Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

If Edge Ingredients, Inc. fails to act with respect to your breach or anyone else's breach on any occasion, it is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

DISCLAIMER AND LIMITATION OF LIABILITY

EDGEINGREDIENTS.COM AND ITS RELATED SERVICES ARE PROVIDED TO YOU "AS IS," "AS AVAILABLE," AND "WHEN AVAILABLE." EDGE INGREDIENTS, INC., ITS AGENTS, AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EDGE INGREDIENTS, INC. WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE OR DATA, OR OTHER SIMILAR LOSSES, EVEN IF THE EDGE INGREDIENTS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

INDEMNIFICATION

You agree that you will indemnify, defend and hold harmless EdgeIngredients.com and Edge Ingredients, Inc., their employees, officers, directors, affiliates, contracts, assignees, and agents for and against any costs, claims, damages, losses or other liabilities arising from your use of this Website in breach of this Agreement or in violation of any applicable laws and regulations.

TERMINATION OF USE

Edge Ingredients, Inc. may, in its sole discretion, terminate or suspend your access to all or part of the Website, for any reason, including without limitation, breach of this Agreement. In the event this Agreement is terminated, the restrictions regarding content appearing on this Website and the representations and warranties, indemnities, and limitations on liabilities set forth in this Agreement shall survive any such termination.