

## **SUBSCRIPTION AGREEMENT**

**March 14, 2026**

RecipeTree LLC, (RecipeTree) a Limited Liability Corporation domiciled in the state of South Carolina in the United States of America, has developed recipe content which it makes available on a subscription basis. By making payment to RecipeTree for a subscription, you affirm your acceptance of these terms and conditions and consent to being bound by them.

### **SECTION 1 - DEFINITIONS**

**1.1** "Affiliate" or "Affiliates" means any cloud-based platform through which RecipeTree delivers Services, including, but not limited to, cloud-based platforms for meal planning, payment processing, and marketing communications.

**1.2** "Confidential Information" means any information, regardless of the form in which it is communicated or contained, considered by the disclosing Party to be confidential, proprietary, or non-public; including but not limited to, data, books, records, properties, contracts, concepts, ideas, know-how, techniques, computer programs, diskettes, marketing plans, customer names, and any other technical, financial, or business information. Confidential Information excludes information that: (a) becomes generally available to the public other than as result of a disclosure by a Party or any of the Party's employees, representatives or agents in violation of this Subscription Agreement; (b) was available to a Party on a non-confidential basis prior to the disclosure of such information pursuant to this Subscription Agreement; (c) is wholly and independently developed by a Party without the use of Confidential Information; (d) is approved for release by written authorization of the disclosing Party, but only to the extent of and subject to the conditions imposed by such written authorization; or (e) is rightfully furnished to either Party by a Third Party or Affiliate.

**1.3** "Consumer" means any individual who consumes food prepared by a Subscriber.

**1.4** "Customized Services" means Services, other than the subscription Services provided to all Subscribers, provided to Subscriber as outlined in Section 6 herein.

**1.5** "Effective Date" means the date on which the first payment is made to RecipeTree by Subscriber.

**1.6** "Intellectual Property" means any and all original recipes, patents, trade secrets, know-how, copyrights, trademarks (whether registered or not) and other intellectual property rights that may exist now or that may be created subsequent to the Effective Date, inclusive of all renewals, continuations, continuations-in part, and extensions thereof, insofar as they relate to the Services and Customized Services content provided by RecipeTree to a Subscriber. Once a Subscriber modifies a recipe indicating specific adaptations, such as, but not limited to, brand of ingredients and preparation

equipment, that recipe, in its modified format, loses its status as Intellectual Property of RecipeTree.

**1.7** “Party” and “Parties” mean RecipeTree and Subscriber.

**1.8** “Proposal” means an offer from RecipeTree provided upon request of Subscriber for Customized Services as outlined in the offer.

**1.9** “Services” means recipe content, tools for menu and meal planning, subscriber information and content management and social media connectivity.

**1.10** “Subscriber” means the payor of a Subscription Fee or a fee for Customized Services.

**1.11** “Subscription” means a Subscriber’s right of access to RecipeTree Services.

**1.12** “Subscription Agreement” means the terms and conditions by which RecipeTree will provide and Subscriber will access Services or Customized Services. RecipeTree reserves the right to modify these terms and conditions at any time.

**1.13** “Subscriber Data” means information entered into the RecipeTree platform by a Subscriber for the purpose of using Services or Customized Services.

**1.14** “Subscription Fee” means the fee payable to RecipeTree for the use of Services.

**1.15** “Term” means the length of time for which a Subscriber has paid a Subscription Fee or a fee for Customized Services and has use of Services or Customized Services.

**1.16** “Third Party” means any person or entity other than RecipeTree, Affiliates, and Subscribers.

**1.17** “Virus” means anything or device which may prevent, impair or otherwise adversely affect the operation of Services or Customized Services including the reliability of any program or data or adversely affect the user experience, including worms, trojan horses and other similar things.

**1.18** “Free Trial” means a seven (7) day promotional access period to the Services offered at no charge, during which a valid payment method is required. The Free Trial ends automatically and converts to a paid Subscription unless canceled by Subscriber prior to expiration.

## **SECTION 2 - SUBSCRIPTIONS & LIMITATIONS OF USE**

**2.1** Upon payment from Subscriber to RecipeTree for a Subscription or Customized Services and in accordance with the terms and conditions of this Subscription

Agreement, RecipeTree grants Subscriber exclusive, non-transferable right to access Services or Customized Services solely for Subscriber's use as outlined herein.

**2.2** Subscriber shall not access, store, distribute or transmit any Virus or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive, in facilitation of illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or causes damage or causes injury to any person or property; and RecipeTree reserves the right, without liability to Subscriber, to terminate and disable Subscriber's access to Services and Customized Services.

**2.3** Subscriber shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Customized Services in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the content within the Services or access all or any part of the Services or Customized Services in order to build a product or service that competes with the Services or Customized Services. Additionally, Subscriber shall not (i) use Services or Customized Services to provide information or similar services to Third Parties; (ii) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make Services, Customized Services or similar material available to Third Parties; or (iii) attempt to obtain or assist Third Parties in obtaining access to the Services without a Subscription or express, written authorization of RecipeTree.

**2.4** Subscriber shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services or Customized Services. In the event of any such unauthorized access or use, Subscriber will immediately undertake any and all reasonable actions to mitigate the consequences of such unauthorized access and promptly notify RecipeTree of such unauthorized access and those steps Subscriber has taken to mitigate the consequences thereof.

### **SECTION 3 - SUBSCRIBER DATA**

**3.1** Subscriber shall own all rights, title and interest in and to and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Subscriber Data provided that Subscriber hereby grants RecipeTree the perpetual right to use, reproduce, adapt, and otherwise manipulate the Subscriber Data as necessary to provide Services or Customized Services, and to create anonymized, aggregated data and statistics provided that the identity of Subscriber remains de-identified.

**3.2** In the event of any loss or damage to Subscriber's Data, Subscriber's sole and exclusive remedy shall be for RecipeTree to use reasonable commercial efforts to restore the lost or damaged Subscriber Data from the latest back-up of such Subscriber

Data maintained by RecipeTree or its Affiliates. RecipeTree shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any Affiliate.

**3.3** In providing Services and Customized Services, RecipeTree shall comply with and incorporate by reference herein the data and information privacy and security policies of any Affiliate through whom RecipeTree provides Services or Customized Services. RecipeTree retains the right, in its sole discretion, to adopt its own data and information privacy and security policies and to amend such policies from time to time and, in such event, will provide notice to Subscriber.

**3.4** RecipeTree will never sell or distribute Subscriber information without written permission. All content and information provided by Subscriber to RecipeTree will only be used to improve or enhance Services and Customized Services for all Subscribers.

## **SECTION 4 - AFFILIATES**

Subscriber acknowledges that, in providing Services and Customized Services, RecipeTree may enable or assist Subscriber in accessing the website content of Affiliates. Subscriber may correspond with, purchase products or services from or process payment through these Affiliates and does so solely at its own risk. RecipeTree makes no representation in this regard and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Affiliate website, or any financial transactions completed, or any contract entered into by Subscriber, with any such Affiliate. Any contract entered into and any transaction completed via any website of any Affiliate is between the Subscriber and the Affiliate, not RecipeTree. Prior to using any Affiliate website, Subscriber affirms that they will refer to the Affiliate's terms and conditions.

## **SECTION 5 - CHARGES & PAYMENTS**

**5.1** To access Services, Subscriber shall pay a Subscription Fee to RecipeTree for a Subscription in accordance with this Section. To access Customized Services, Subscriber shall pay to RecipeTree such fees as are outlined in Proposal.

**5.2** Subscriber shall make payment to RecipeTree using valid, up-to-date and complete payment information, including contact name and billing information. All Subscriber Data associated with payment will be held by an Affiliate payment processor. Subscriber hereby authorizes the Affiliate payment processor to bill Subscriber's payment method for Subscription Fees on the Effective Date and on each renewal thereafter and for Customized Services according to the payment schedule contained in the Proposal.

**5.3** If an issue arises with Subscriber's payment method when a payment is attempted by the Affiliate payment processor, RecipeTree may, without prejudice to any other rights and remedies available to it and without liability to the Subscriber, disable Subscriber's access to Services or Customized Services. RecipeTree shall be under no obligation to provide Services or Customized Services, either in whole or part, until

payment is made. Meanwhile, interest may accrue on past due amounts at a rate of 3%, commencing on the date the payment becomes due and continuing until fully paid, whether before or after judgment.

**5.4** All payments from Subscriber to RecipeTree must be made in United States dollars and shall be non-cancellable and non-refundable once the Free Trial period, if any, has ended and billing has commenced.

**5.5** Upon each Subscription renewal, RecipeTree shall be entitled to increase Subscriber's Subscription Fee to the rate published on the RecipeTree website as of the date of the renewal provided Subscriber has received notice prior to the renewal date.

**5.6** Free Trial Period. RecipeTree may, in its sole discretion, offer a Free Trial to new Subscribers. A valid, up-to-date payment method is required to enroll in the Free Trial. The Free Trial provides access to the Services for a period of seven (7) days.

Unless Subscriber cancels the Subscription prior to the expiration of the Free Trial, the Subscription will automatically convert to a paid Subscription at the end of the Free Trial period. Upon conversion, Subscriber authorizes RecipeTree's Affiliate payment processor to charge Subscriber's payment method on file for the applicable Subscription Fee for the selected monthly or annual Subscription plan, plus any applicable taxes.

All Subscription Fees charged following the expiration of the Free Trial period are non-refundable.

## **SECTION 6 - CUSTOMIZED SERVICES**

**6.1** RecipeTree makes Customized Services available to Subscribers. Customized Services are identified in a Proposal from RecipeTree to a Subscriber when requested and require the payment of fees as outlined in the Proposal.

**6.2** RecipeTree will begin work on Customized Services only after receipt of an initial payment for such Customized Services from Subscriber. Subsequent and final payments must be made to RecipeTree prior to RecipeTree releasing all Customized Services to Subscriber. Should the final payment not be made within thirty (30) days of the date specified for such payment in the Proposal, without prejudice to any other rights and remedies available to it, RecipeTree may, without liability to the Subscriber, disable Subscriber access to any Customized Services already made available. RecipeTree shall be under no obligation to provide, either in whole or in part, Customized Services while a payment remains unpaid; and interest shall accrue on all amounts due at a rate of 3%, commencing on the due date and continuing until fully paid, whether before or after judgment.

**6.3** All Customized Services are delivered under and are subject to the terms and conditions contained herein unless a direct conflict exists between the terms and conditions of the Proposal and Subscription Agreement.

## **SECTION 7 - OWNERSHIP & DISCLAIMER OF WARRANTIES**

**7.1** RecipeTree's Services and Customized Services include Intellectual Property that is made available, but not sold, to Subscriber as described herein. RecipeTree retains ownership of all Intellectual Property and all rights not specifically granted to Subscriber herein. Subscriber acknowledges and agrees that it does not have any ownership interest in Intellectual Property.

**7.2** Subscriber expressly acknowledges and agrees that all Services, Customized Services and Intellectual Property are provided "AS IS" and without warranty of any kind. RecipeTree expressly disclaims any and all warranties and conditions, express or implied, including, but not limited to, the implied warranties and conditions of merchantability or satisfactory quality and fitness for a particular purpose and non-infringement of Third Party rights.

**7.3** RecipeTree does not warrant that the functions contained in the Services, Customized Services and Intellectual Property will meet Subscriber's requirements, that the operation of Services, Customized Services and Intellectual Property will be uninterrupted or error-free, or that defects in Services, Customized Services and Intellectual Property will be corrected. No oral or written information or advice given by RecipeTree or any representative of RecipeTree shall create a warranty or in any way increase the scope of any warranty.

**7.4** Due to the unpredictable nature of food preparation and service, RecipeTree in no way represents, warrants, or guarantees the results that occur from use of any Services, Customized Services and Intellectual Property, including, choking incidents, unfavorable lab results, Consumer dissatisfaction, or other results. Subscriber also understands that specific results are unpredictable, especially for new Services, Customized Services and Intellectual Property, and are not indicative of long-term performance or performance in general.

**7.5** Subject to Section 10 herein, RecipeTree shall not be liable whether in tort, contract, misrepresentation or otherwise for any consequential, indirect, incidental, punitive, or special damages, of any kind or character, including loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, and claims by any Consumer or Third Party, with respect to the subject matter of this Subscription Agreement, even if the Subscriber has been advised of the possibility of such damages. RecipeTree's total aggregate liability shall be limited to the total of all payments received from Subscriber during the twelve (12) months immediately preceding the date on which the claim arose.

## **SECTION 8 – SUBSCRIBER’S OBLIGATIONS**

Subscriber shall provide RecipeTree with all necessary cooperation in relation to this Subscription Agreement and all necessary access to such information as may be required by RecipeTree in order to render Services or Customized Services. In addition, Subscriber shall:

1. comply with all applicable laws and regulations with respect to its activities under this Subscription Agreement;
2. be solely responsible for procuring and maintaining its network connections and telecommunications to access the Services or Customized Services and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Subscriber’s network connections or telecommunications links or caused by the internet shall be the responsibility of Subscriber and Subscriber alone; and
3. notify RecipeTree, in writing, of any infringement, counterfeiting or passing off of any RecipeTree Services, Customized Services or Intellectual Property which comes to its knowledge or attention.

## **SECTION 9 - CONFIDENTIALITY**

Each Party, unless otherwise provided by the written consent of the other, shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any Third Party. Without limiting the foregoing, each of the Parties shall use at least the same degree of care which it uses to prevent the disclosure of its own Confidential Information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Subscription Agreement. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

## **SECTION 10 - LIMITATION OF LIABILITY**

**10.1** Subject to the provisions of Section 11 below, this Section sets out the entire financial liability of RecipeTree (including any liability for the acts or omissions of its Affiliates, employees, agents or contractors) to Subscriber in respect to (i) any breach of this Subscription Agreement; (ii) any use made by Subscriber of the Services or Customized Services, or any part of them; and (iii) any representation, statement or tortious act or omission (including any negligence) arising under or in connection with this Subscription Agreement.

**10.2** Except as may be otherwise and specifically provided for in this Subscription Agreement, Subscriber assumes sole responsibility for results obtained from the use of the Services or Customized Services by the Subscriber. RecipeTree shall have no

liability for any damages caused by errors or omissions in any information, instructions, recipes, or data provided by RecipeTree to the Subscriber in connection with the Services or Customized Services. Nothing in this Subscription Agreement excludes the liability of RecipeTree for fraud or fraudulent misrepresentation.

## **SECTION 11 - INDEMNITY**

**11.1** Subscriber shall defend, indemnify and hold harmless RecipeTree against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's use of the Services or Customized Services provided that RecipeTree:

1. promptly provide Subscriber with written notice of the claim,
2. provides reasonable cooperation to Subscriber in the defense and settlement of such claim; and
3. does not interfere with Subscriber's sole authority to defend or settle the claim.

**11.2** RecipeTree shall, subject to the limitations of this Section, defend Subscriber against any claim that the Services or Customized Services infringe on any Third Party intellectual property right or right of confidentiality, and shall indemnify the Subscriber for any amounts awarded against Subscriber in judgment or settlement of such claims, provided that Subscriber:

1. promptly provide RecipeTree with written notice of the claim,
2. provides reasonable cooperation to RecipeTree in the defense and settlement of such claim; and
3. does not interfere with RecipeTree's sole authority to defend or settle the claim.

**11.3** In the defense or settlement of any claim, RecipeTree may procure the right for Subscriber to continue using or replace Services or Customized Services, to modify Services or Customized Services so that they become non-infringing or, if such remedies are not reasonably available, immediately terminate this Subscription Agreement without any additional liability or obligation to pay liquidated damages or other additional costs to Subscriber.

**11.4** In no event shall RecipeTree, its employees, agents, subcontractors and Affiliates be liable to Subscriber to the extent that the alleged infringement is based on (i) a modification of Services or Customized Services by anyone other than RecipeTree; (ii) Subscriber's use of Services or Customized Services in a manner contrary to their intended purpose; or (iii) Subscriber's use of Services or Customized Services after notice of the alleged or actual infringement from RecipeTree or any appropriate authority.

**11.5** The foregoing states Subscriber's sole and exclusive rights and remedies, and RecipeTree's (including employees, agents' and subcontractors of RecipeTree') entire obligations and liability, for infringement of any Third Party intellectual property right or right of confidentiality.

## **SECTION 12 - TERM & TERMINATION**

**12.1** This Subscription Agreement shall commence on the date Subscriber is granted access to the Services, including during any Free Trial period. For Subscription Subscribers, the Subscription shall convert to a paid monthly or yearly basis upon expiration of the Free Trial, as indicated by Subscriber's choice during registration for Services. Subscriptions shall be automatically renewed for successive like periods unless either Party notifies the other Party of termination, in writing, in advance of the renewal within such time frame as is required by RecipeTree's Affiliate payment processor to cancel payment. In the event of a cancellation, RecipeTree will not refund amounts already paid for the current term or any amounts paid for the renewal term that were unable to be stopped with the Affiliate payment processor.

**12.2** RecipeTree reserves the right to cancel this Subscription Agreement without explanation to include, but not limited to, preventing the abuse of Intellectual Property and Services or Customized Services being used without permission.

**12.3** On termination of this Subscription Agreement for any reason, any rights to Services or Customized Services granted to Subscriber shall immediately terminate, and Subscriber shall make no further use of the Services or Customized Services.

## **SECTION 13 - MISCELLANEOUS**

**13.1** Force Majeure – RecipeTree shall have no liability to Subscriber if it is prevented from or delayed in performing its obligations under this Subscription Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of RecipeTree or any Affiliate), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of RecipeTree Affiliates.

**13.2** Severance – If any provision (or part of a provision) of this Subscription Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

**13.3 Entire Agreement** - This Subscription Agreement, and any Affiliate policies referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

**13.4 Assignment** - Subscriber shall not, without the prior written consent of RecipeTree, assign or transfer any or all of its rights or obligations under this Subscription Agreement. RecipeTree may freely assign, transfer, charge, subcontract, sell or deal in any manner it wishes with all or any of its rights or obligations under this Subscription Agreement.

**13.5 No Partnership or Agency** – Nothing in this Subscription Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

**13.5 Governing Law** – This Subscription Agreement and any disputes or claims arising out of or in connection with it or its subject matter are governed by and construed in accordance with the laws of the state of South Carolina.

**13.6 Notice** - Any notice from RecipeTree to Subscriber called for herein shall be provided electronically to the email address registered by Subscriber in their online profile with RecipeTree. It is Subscriber's sole responsibility to ensure their profile and email address are maintained, current, and accurate. Any notice from Subscriber to RecipeTree called for herein shall be provided electronically to [info@RecipeTree.pro](mailto:info@RecipeTree.pro) or such other address as may be indicated on RecipeTree's website at such time as the notice is required.

**13.7 Arbitration** – Subscriber affirms and agrees that any controversy or claim arising out of or relating to this Subscription Agreement, or the breach thereof, shall be settled by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the decision rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.