

Terms & Conditions

The following explains the agreement Brilliant Baby Food is entering with you.

Please review it carefully.

February 1, 2022

These Terms & Conditions (“Terms”) are a legal contract between You and Brilliant Baby Food, LLC., including all subsidiaries and other affiliates (collectively, the “Company”, “we”, “Brilliant,” “Brilliant Baby,” “Brilliant Baby Food,” “Brilliant Baby Foods,” “us”, or “our”).

By accessing or using the websites, mobile applications or blogs, including but not limited to our Facebook, Instagram, Twitter, Pinterest and other social media or interactive pages provided by Brilliant Baby Foods that link to these Terms (collectively, the “Site” or “Sites”), or by using our baby food delivery service (collectively, the “Service” or “Services”), YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY ALL OF THESE TERMS, including all of the terms and conditions incorporated herein by reference, and our Privacy Policy. If You do not agree to these Terms, You may not access or use the Sites, or order, receive or use Brilliant Baby Foods Services or any food or other products made available through the Sites (collectively, the “Product” or “Products”).

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN CIVIL LAWSUITS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Important Health Information

Brilliant Baby Foods may provide health information from time to time solely as a convenience. No particular dietary, medical, physiological or health advice or result is offered, promised or guaranteed. By purchasing from Brilliant Baby Foods, You acknowledge that Brilliant Baby Foods makes no express or implied statements, representations, claims, or guarantees for any specific dietary or health-related results.

Brilliant Baby Foods does not imply, suggest or represent that any of Our products/meals have been approved for any individual use by a medical doctor. BRILLIANT BABY FOODS MEALS ARE NOT MEDICAL FOODS OR INTENDED FOR USE IN MEDICALLY SUPERVISED PROGRAMS. IF YOUR CHILD HAS ANY MEDICAL CONDITION, INCLUDING A FOOD ALLERGY, YOU MUST OBTAIN THE APPROVAL OF YOUR CHILD’S PHYSICIAN PRIOR TO STARTING A PROGRAM.

Disclosures About Ingredients, Allergens and Nutrition

We create foods and meals to help meet the general health and nutrition needs of children during various stages of development. Our meals are created in collaboration with professionals and arrive properly portioned for the child. All packaging includes ingredient information and You also may find the nutrition information on our Site.

Our food is made only in sanitary, commercial food kitchens that handle peanuts, tree nuts, shellfish, dairy, eggs, fish, meat, wheat and soy. Because of the potential presence of unintentional ingredients in Our food products resulting from the food preparation process, approval from the pediatrician of any

child with a food allergy should be obtained before Your child is permitted to eat Our food. We do not knowingly add artificial ingredients (colors, flavors, or preservatives), refined sugars, trans fats, partially hydrogenated oils or high fructose corn syrup (HFCS) in our products.

You should not view any information provided on the Sites as a substitute for, or to augment in any way professional medical advice, diagnosis or treatment of any kind or nature. Seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition or anything you may think could be a medical condition. The Brilliant Baby Foods Products may include ingredients to which your child is allergic so always check the complete ingredients list. If you suspect that your child may be allergic or has an allergic reaction or is having some other adverse health event, immediately contact your healthcare provider or call 911 in the event of a medical emergency.

Brilliant Baby Foods Billing

Weekly Subscription Plan

The first time You sign up for a weekly subscription to Brilliant Baby Foods Services and Products (the “Monthly Plan, or Bi-Monthly Plan”), You are immediately charged for the total of the Monthly or Bi-Monthly Plan at the time it is selected. The Bi-Monthly and the Monthly plans are continuous subscription plans, so you will be charged the applicable price listed for the Bi-Monthly or Monthly Plan no sooner than seven (7) days before each subsequent expected delivery date until your subscription is cancelled.

Bi-Monthly Subscription Plan

The first time You sign up for a Bi-Monthly subscription to Brilliant Baby Foods Services and Products (the “Monthly Plan”), You are immediately charged for the Bi-Monthly Plan at the time it is selected. All Plans, except the three (3) month plan, are continuous subscription plans so You will be charged the applicable price listed for the Bi-Monthly Plan no sooner than seven (7) days before the next two (2) week period begins until your subscription is cancelled.

Monthly Subscription Plan

The first time You sign up for a monthly subscription to Brilliant Baby Foods Services and Products (the “Monthly Plan”), You are immediately charged for the Monthly Plan at the time it is selected. All Plans, except the three (3) month plan are continuous subscription plans so You will be charged the applicable price listed for the Monthly Plan that you select no sooner than seven (7) days before the next four (4) week period begins until your subscription is cancelled.

The three (3) month plan is not a subscription plan. It is a one-time purchase program.

Pricing/ Plan Changes

Brilliant Baby Foods may change the price of a Bi-Monthly Plan or Monthly Plan, introduce a new Plan, or cancel any subscription Plan from time to time, in its sole discretion, and will communicate any price or Plan changes to you in advance in accordance with the “Notice” section of the Terms. Price and Plan changes will take effect as of the next billing period following the date on which Brilliant Baby Foods provides notice to you of the price or Plan change. Continuing to use Brilliant Baby Foods Services and

Products any time after the effective date of a price or Plan change constitutes Your acceptance of such price or Plan change. You have the option to cancel a subscription to a Bi-Monthly Plan and/or a Monthly prior to the effective date of the price or Plan change so make sure you read any Notice of price or Plan changes carefully.

Credits and Refunds

Every product purchased from Brilliant Baby Foods is protected for life. If you are ever unsatisfied with your order, simply email us at support@brilliantbabyfoods.com for a full refund, including shipping.

All we ask is that you send back any unused product. If no unused product remains at the time of your call, you will still receive a full refund.

That is how much we believe in the power of this product to improve your baby's life.

Cancel or Modify a Weekly Plan or Monthly Plan Subscription

Following receipt of Your first Product order, You have the right to modify or cancel a subscription to a Plan at any time. Simply contact us by email at support@brilliantbabyfoods.com.

Plan Modification

To avoid charges for orders placed but that You no longer wish to receive, You must pause or cancel your subscription prior to the date on which You are to be charged for Your next order. The deadline on which You will be charged for Your next Product order for Weekly Plans is emailed to You each week. The deadline on which You will be charged for Your next Product order for Monthly Plans is emailed to You every four (4) weeks. The charge date typically occurs six (6) or seven (7) days before expected delivery, but can vary.

If You attempt to cancel a subscription to a Plan before receiving Your first Product order, Your first order may or may not be cancelled and related amounts paid may or may not be refunded to you, depending on factors including, but not limited to, the status of the Products in our production process and any promotions applied, determined within the sole discretion of Brilliant Baby Foods. Brilliant Baby Foods will notify You if any of pending Product orders will or will not be cancelled and/or refunded.

Shipping Problems

We use third-party carriers (e.g. OnTrac) to deliver your food Product packages. Tracking information is provided for every package shipped. It is necessary that You provide us with the completely accurate shipping information and any additional instructions required for delivery. For any shipping error caused by the carrier (including damaged packages or delayed deliveries), a refund or replacement Product delivery at no additional charge will be made. Brilliant Baby Foods may require that You provide documentation (e.g. photos, digital images, etc.) of shipping damage. For any shipping error caused by a mistake or omission of shipping information provided by You, we will provide no more than one courtesy replacement Product shipment per year at fifty percent (50%) of the purchase price.

Delivery and Risk of Loss

Risk of Loss.

Title to each food Product shipped to You passes to You at the time of delivery to the address listed on Your account.

Delays/Delivery Instructions

In the event that delivery is delayed as the result of weather or other impediments beyond our reasonable control, a scheduled delivery date may be modified or cancelled. If Brilliant Baby Foods reasonably determines that a delivery cannot be made at or before the scheduled date/time, we may, in our sole discretion, offer a credit or refund. If You are not at home when Your delivery arrives, the courier will generally leave the package at the front door. Detailed delivery instructions can be provided when subscribing to a Plan, such as requesting that a delivery be left with a doorman or neighbor. Any individual at the delivery address who accepts a Product delivery is presumed to have authority to receive such delivery. In cases in an alternative recipient is designated, such person shall accept the delivery under all of the same terms and conditions that apply when You accept delivery personally.

Alternate Delivery Address

The delivery address provided when subscribing to our Services/product Plans will be the default delivery address. The Company will deliver a Product shipment to an alternative address upon request only if: (1) the request is made prior to the date on which You are to be charged for Your next order; and (2) the alternative address is within the geographic area in which Brilliant Baby Foods then provides Services/products. Brilliant Baby Foods will continue to ship deliveries to the alternative address provided until notified otherwise. You remain solely responsible for providing the correct delivery address for shipments and Brilliant Baby Foods has no responsibility for refused, returned, misaddressed or lost packages due to Your inadequate delivery instructions or failure to select the correct delivery address.

Food & Food Storage

YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE STORAGE, HANDLING, PREPARATION, STORAGE, USE AND CONSUMPTION OF THE PRODUCTS DELIVERED TO YOU. YOU ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES OR OTHER CONDITIONS YOUR CHILD MAY HAVE AND ENSURING THAT YOU CHILD IS NOT EXPOSED TO ANY FOOD OR INGREDIENT THEY MAY CAUSE YOUR CHILD TO EXPERIENCE ANY ADVERSE EFFECT, FOR VERIFYING THE QUALITY AND INTEGRITY OF THE PRODUCT PACKAGES AND THEIR CONTENTS BEFORE SAFELY STORING, HANDLING, PREPARING, USING OR FEEDING SUCH PRODUCTS TO ANY CHILD. FURTHER, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE AND/OR OUR THIRD-PARTY FULFILLMENT VENDORS STORE, PORTION AND PACKAGE PRODUCTS CONTAINING THE MAJOR FOOD ALLERGENS (MILK, WHEAT, EGG, SOY, FISH, CRUSTACEAN SHELLFISH, PEANUTS AND TREENUTS) AND CANNOT GUARANTEE THAT CROSS-CONTAMINATION WILL NOT OCCUR BETWEEN PRODUCTS.

No Resale

You are not permitted to resell or otherwise use for commercial purposes Brilliant Baby Foods's food or other products.

Minimum Age Requirement

Use of the Sites is intended only for users who are 18 years of age or older and reside in the United States.

Your Responsibility to Protect Your Account

Brilliant Baby Foods reserves the right to withdraw or amend this Site and other Sites, and any service, feature, function, content or material we provide on the Sites, in its sole discretion without prior notice. Brilliant Baby Foods is not liable in any way if, for any reason, all or any part of the Sites is unavailable at any time or for any period. From time to time, Brilliant Baby Foods may restrict the access to some part or the Sites, by users, including registered users.

When requesting access to this Site or any other Sites, You will be asked to create an account and establish a password. You are entirely responsible for maintaining the confidentiality of your password and for all activity related to the Sites either initiated by You or by anyone You allow to use your account. You agree to safeguard your account password from access by others and to indemnify and hold harmless Brilliant Baby Foods for any loss incurred by Brilliant Baby Foods or another party resulting in any way from someone else using your account or password. Brilliant Baby Foods has the right to disable any user name, password or other identifier, without limitation, at any time, and in its sole discretion for any or no reason, if, in Brilliant Baby Foods's opinion, you have violated any Terms.

Information About You and Your Visits to the Site

All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by Brilliant Baby Foods with respect to your information in compliance with the Privacy Policy.

Content Posted by You

Content posted by You includes, but is not limited to, ratings and reviews of meals, postings on Brilliant Baby Foods's bulletin/message boards or social media pages, and any information or content that is disclosed in chat rooms or user blogs. The Brilliant Baby Foods Sites contain various pages where You and certain other individuals may post content. You agree to only post content to the Sites that You have authored/created or for which you have received the express permission to post on the Sites from the content owner. Posting or distributing content that is illegal or that violates any of these Terms is prohibited. By posting or distributing content to the Sites, you represent and warrant that (a) you own all of the rights to the content or are authorized to use and distribute the content to these Sites and (b) the content does not and will neither infringe any copyright, intellectual property right or any other third-party right nor violate any applicable law or regulation.

By submitting or posting any content to the Sites, you grant Brilliant Baby Foods, its affiliates, subsidiaries, assigns, agents, and licensees the irrevocable, perpetual, worldwide right to use, reproduce, display, perform, distribute, adapt, and promote any such content in any medium. By submitting or posting content to the Sites, You waive any right to inspect or approve any uses of such content by Brilliant Baby Foods, agree that Brilliant Baby Foods has no obligation to compensate you for any such uses and grant Brilliant Baby Foods all right, title, and interest in any compilation, collective work or other derivative work, whether or not created by Brilliant Baby Foods, using or incorporating content posted to the Sites. For more information, please review Brilliant Baby Foods's Privacy Policy.

You should carefully choose the information You post on the Sites. You agree that any content that You post to the Sites is neither confidential nor proprietary. You may not post the following items: telephone numbers, street addresses, last names, URLs to external sites, any form of HTML or programming code, or any photographs containing nudity, or obscene, lewd, violent, harassing, sexually explicit, or otherwise objectionable subject matter. You agree to remain solely responsible for anything you may post on these Sites and the consequences of posting anything on these Sites and to indemnify and hold harmless Brilliant Baby Foods from any responsibility or liability of any type that may arise in connection with the content or accuracy of any content posted by you or any other user of the Sites.

Content Posted by Other Users

Brilliant Baby Foods is not responsible for, and does not adopt, endorse, or content in any posting made by other users on the Sites. You are solely responsible for your reliance on anything posted by another member on the Sites. Under no circumstances will Brilliant Baby Foods be held liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you or any third party in connection with the use of or reliance of any content posted by a third party on the Sites. If you become aware of any misuse of the Sites by any person, please contact Brilliant Baby Foods at support@brilliantbabyfoods.com.

If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. Brilliant Baby Foods has the right to remove any user contributions from these Sites for any or no reason. Brilliant Baby Foods reserves the right to take necessary legal action against users.

Activities Prohibited on the Site

You agree to refrain from any activities involving the Sites that is harmful, offensive, unlawful, or prohibited, as determined by Brilliant Baby Foods. Brilliant Baby Foods reserves the right to investigate and take appropriate legal action against anyone who, in the sole discretion of Brilliant Baby Foods, engages in any such harmful, offensive, unlawful or prohibited activities. Prohibited activities include, but are not limited to, the following: 1) Using the site for any purpose in violation of any local, municipal, state, national, or international law; 2) Posting material infringes the intellectual property rights, privacy rights, publicity rights, trade secret rights, or any other rights of any party; 3) Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Brilliant Baby Foods in its sole discretion or pursuant to local community standards; 4) Posting advertisements or solicitations for business; 5) Posting chain letters or pyramid schemes; 6) Impersonating another person; 7) Distributing viruses or other harmful computer code; 8) Harvesting or otherwise collecting information about others, including e-mail addresses, without their consent; 9) Allowing any other person or entity to use your identification for posting or viewing comments; 10) Posting the same note more than once or "spamming"; 11) Harassing, threatening, stalking, or abusing any person; 12) Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in the sole discretion of Brilliant Baby Foods, exposes Brilliant Baby Foods or any of its customers or suppliers to any liability or detriment of any type; and 13) Continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form) after receiving a warning from Brilliant Baby Foods. Brilliant Baby Foods is not responsible to monitor or evaluate such any content posted on the Sites by any users. However, Brilliant Baby Foods reserves the right, but is under no

obligation, to take any or all of the following actions: 1) Record the dialogue or content posted on any pages of the Site; 2) Investigate an allegation that anything posted on the site does not conform to these Terms and determine, in its sole discretion, to remove or request the removal of the posting; 3) Remove postings which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms; 4) Terminate a user's access to the site upon any breach of these Terms; 5) Monitor, edit, or disclose any posting on the site; 6) Edit or delete any communications posted on the site, regardless of whether such communications violate these standards; 7) Disclose user information, including personal identity and other personal information, to any third party who legitimately claims that material posted violates their rights, including their intellectual property rights or their right to privacy; and 8) Cooperate fully with any law enforcement official, regulatory authority or court order requesting or directing Brilliant Baby Foods to disclose the identity or other information of anyone posting any materials on or through the Site or any Sites, without limiting the foregoing.

YOU WAIVE AND HOLD BRILLIANT BABY FOODS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BRILLIANT BABY FOODS, DURING OR AS A RESULT OF ITS INVESTIGATIONS, AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY BRILLIANT BABY FOODS, LAW ENFORCEMENT AUTHORITIES OR OTHER THIRD PARTIES.

Brilliant Baby Foods does not undertake to review any materials before they are posted on the Sites and cannot ensure prompt removal of objectionable material after it has been posted. Brilliant Baby Foods assumes no liability for any action or inaction regarding Site transmissions, communications or content provided by any user or third party. Brilliant Baby Foods has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Termination

Brilliant Baby Foods has the right to terminate Your account and your access to the Site or Sites for any reason, including, without limitation, if Brilliant Baby Foods, in its sole discretion, considers your use to be unacceptable. Brilliant Baby Foods may, but shall not be under any obligation to, provide you a warning prior to termination of your use of the Site or Sites.

Intellectual Property

The entire contents of the Site or Sites are copyrighted as a collective work under the laws of the United States and other copyright laws. Brilliant Baby Foods holds the copyright in the collective work. The collective work includes works, which may be property of others.

Anne Geddes owns images of babies displayed at brilliantbabyfoods.com and in Brilliant Baby Foods marketing. These images are proprietary to Ms. Geddes and licensed to Brilliant Baby Foods. You do not have the right to download or to use any image(s) for which Anne Geddes has attained a copyright.

You may display and, subject to any other expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Site or Sites solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc.). Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the Site or Sites.

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Brilliant Baby Foods or its affiliates, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you access to the Sites for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site.

You must not (i) modify copies of any material or content from the Sites; (ii) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or (iii) delete or alter any copyright, trademark or other proprietary right notices from copies of materials from the Sites. You must not access or use for any commercial purposes any part of the Sites or any Services or materials available through the Sites.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms, your right to use the Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Sites is transferred to you, and all rights not expressly granted are reserved by Brilliant Baby Foods. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

Trademarks

The Brilliant Baby Foods name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Brilliant Baby Foods, LLC., or its affiliates or licensors. You must not use such marks without the prior written permission of Brilliant Baby Foods. All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners.

Copyright Protection

If you believe any materials accessible on or from the Sites infringe your copyright, you may request removal of those materials (or access thereto) from this Site by contacting Brilliant Baby Foods (as set forth below) and providing the following: 1) Identification of the copyrighted work that you believe to be infringed. (Include a description of the original work and, where possible, copy or the location [e.g., URL] of an authorized version of the work); 2) Identification of the material that you believe to be infringing and its location. (Please include a description the material, its URL or any other pertinent information that will allow us to locate the material); 3) Personal identification, including your name, address, telephone number, and e-mail address; 4) A statement that you have a good faith belief that the complained use of the materials is not authorized by the copyright owner, its agent, or the law; 5) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf; and 6) A signature or the electronic equivalent from the copyright holder or authorized representative.

Send this information by mail to Brilliant Baby Foods, 156 S. 600 W., Logan, UT 84321, USA, ATTN: Legal Department. In an effort to protect the rights of copyright owners, Brilliant Baby Foods maintains a

policy for the termination, in appropriate circumstances, of subscribers, account holders or users of the Sites who are repeat infringers.

Warranties

The Sites and/or Site and the content are provided on an "as is" and "as available" basis. There are no warranties which extend beyond the description on the face hereof.

TO THE FULLEST EXTENT PERMITTED BY LAW, BRILLIANT BABY FOODS, ITS LICENSORS, AND ITS SUPPLIERS, DISCLAIM ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Brilliant Baby Foods makes no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the Sites and/or Site. Brilliant Baby Foods cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Brilliant Baby Foods cannot and does not guarantee or warrant that files available for downloading from these Sites and/or Site will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties. Brilliant Baby Foods cannot and does not guarantee or warrant that any content you post on the Sites will remain on the Sites. Brilliant Baby Foods does not warrant or guarantee that the functions or services performed on the Sites and/or Site will be uninterrupted or error-free or that defects in the Sites and/or Site will be corrected.

Brilliant Baby Foods may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Brilliant Baby Foods has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to this Site, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

The Sites and/or Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Brilliant Baby Foods, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Brilliant Baby Foods. Brilliant Baby Foods is not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Limitation of Liability

BRILLIANT BABY FOODS'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH BRILLIANT BABY FOODS IS TO DISCONTINUE YOUR USE OF THE SITE. BRILLIANT BABY FOODS AND ITS VENDORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES AND/OR SITE OR

FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITES AND/OR SITE. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR HEALTH-RELATED ISSUES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF BRILLIANT BABY FOODS HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BRILLIANT BABY FOODS'S AND ITS VENDORS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold Brilliant Baby Foods, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, Your violation of these Terms or Your use of the Sites and/or Site, including, but not limited to, any content that You may post, any use of the Sites' AND/OR Site's content, services and products other than as expressly authorized in these Terms or Your use of any information obtained from the Sites and/or Site.

Governing Law and Jurisdiction

These Terms, Your use of the Sites, Services and Products shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.

Resolving Disputes — Arbitration

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department at support@brilliantbabyfoods.com. If Brilliant Baby Foods's customer service department is unable to resolve a complaint you may have to your satisfaction (or if Brilliant Baby Foods has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction, except as otherwise specified above.

With the exception of an IP Protection Action brought by Brilliant Baby Foods, as described above, all disputes or claims that arise under or related to these Terms (whether in contract, tort or otherwise, whether past, pre-existing, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) will be resolved either in small claims court or by individual arbitration in accordance with the rules of the American Arbitration Association ("AAA"). Unless you and Brilliant Baby Foods agree otherwise, any arbitration hearings will take place in Salt Lake City, Utah. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879. Brilliant Baby Foods agrees that it will pay a consumer's filing fee for the arbitration.

You agree to arbitration on an individual basis. In any dispute, NEITHER YOU NOR BRILLIANT BABY FOODS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIMS AS A REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration section of the Terms is found

unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This transaction and the arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).

Waiver and Severability

No waiver by Brilliant Baby Foods of any of the terms and conditions set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Brilliant Baby Foods to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

Changes to the Site

Brilliant Baby Foods may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and Brilliant Baby Foods is under no obligation to update such material.

We may update these Terms and Conditions from time to time at our sole discretion. The modified Terms and Conditions will be effective immediately following posting and You agree to the new posted Terms and Conditions by continuing your use of the Site and/or using the Service. Each time you use the Site or place an order, you reaffirm your acceptance of the then-current Terms and Conditions, and your agreement to be bound hereby. You are responsible for staying informed of any changes and are expected to check this page from time to time so You are aware of any changes. If you do not agree with the modified Terms and Conditions, You may not access or use the Sites or order, receive or use the Products.

Online Purchases and Other Terms and Conditions

All purchases through this Site or other transactions for the sale of Products or Services or information formed through the Site or as a result of visits made by You are governed by these Terms and Conditions.

Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms and Conditions.

Entire Agreement

These Terms and Conditions and our [Privacy Policy](#) constitute the sole and entire agreement between You and Brilliant Baby Foods with respect to the Sites and/or Site, the Products and/or the Service and

supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites and/or Site, the Products, and/or the Services .

Notice

Brilliant Baby Foods may deliver notice to You under these Terms and Conditions by means of electronic mail, a general notice on the site, or by written communication delivered by first class U.S. mail to the address on record in Your Brilliant Baby Foods account. You may give notice to Brilliant Baby Foods at any time via electronic mail or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: Brilliant Baby Foods, 156 S. 600 W., Logan, UT 84321, USA, Attn: Legal Department.

Telephone Calls and SMS Text Messages

Upon signing up for a Plan, You will be asked to provide us with a telephone number at which we can reach you. That number is required for shipping and so that Brilliant Baby Foods can reach you with informational calls related to your transactions. All calls to and from Brilliant Baby Foods may be monitored or recorded for quality and training purposes.

If You elect to receive text messages about Your account, you consent to receive recurring SMS text messages sent through an automatic telephone dialing system. We will send no more than 12 messages per month. This service is optional, and is not a condition of purchase. You can opt out of receiving SMS messages at any time by texting STOP in response. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy.

Gift Card or Gift Certificate

These Brilliant Baby Foods Gift Card Terms and Conditions (“Gift Card Terms”) set out the terms and conditions that apply to your purchase and redemption of any Brilliant Baby Foods Gift Card or Gift Certificate. Your purchase, use, or acceptance of a Brilliant Baby Foods Gift Card indicates your acceptance of these Gift Card Terms and the Brilliant Baby Foods Terms, incorporated herein by this reference, so please read them carefully. If you don’t agree to these Gift Card/Gift Certificate Terms and the Brilliant Baby Foods Terms, you may not purchase or redeem any Brilliant Baby Foods Gift Card or Gift Certificate.

These Gift Card gift Certificate Terms are in addition to the Brilliant Baby Foods Terms, but only to the extent necessary to govern your purchase or redemption of a Brilliant Baby Foods Gift Card or Gift Certificate. Capitalized terms not defined in these Gift Card Terms will have the same meaning as in the Brilliant Baby Foods Terms. If these Gift Card/Gift Certificate Terms expressly conflict with the Brilliant Baby Foods Terms, these Gift Card/Gift Certificate Terms will govern, prevail and control.

Redemption; Balance

Brilliant Baby Foods Gift Cards and Gift Certificates can only be used to redeem eligible goods in the United States from a Brilliant Baby Foods Site. Brilliant Baby Foods Gift Cards/Gift Certificates cannot be reloaded, resold, transferred for value or redeemed for cash (except as required by law). No portion of the balance on your Brilliant Baby Foods Gift Card/Gift Certificate (“Brilliant Baby Foods Balance”) may be transferred to another Brilliant Baby Foods account.

Our Brilliant Baby Foods Gift Cards/Gift Certificates may require the recipient (the "Recipient") to set up a Brilliant Baby Foods account. In these cases, the Recipient of a Gift Card/Gift Certificate may be required to provide a credit card (or other approved payment method) when redeeming the Brilliant Baby Foods Gift Card or Gift Certificate to cover recurring subscription fees that exceed the amount of the Gift Card or Gift Certificate in addition to any applicable taxes and other charges. For more information about our subscriptions, cancellation policy and recurring charges please see the appropriate section in Brilliant Baby Foods Terms. No taxes are charged on the purchase of Brilliant Baby Foods Gift Cards or Gift Certificates. Applicable taxes and shipping may be charged when Brilliant Baby Foods Gift Cards or Gift Certificates are redeemed. Certain products may not be available for purchase with a Brilliant Baby Foods Gift Card or Gift Certificate.

Purchases made with your Gift Card or Gift Certificate will be deducted from your Brilliant Baby Foods Balance. Any unused Brilliant Baby Foods Balance will remain associated with your Brilliant Baby Foods account but if a purchase exceeds your Brilliant Baby Foods Balance, you must pay the remaining amount with a credit card (or other approved payment method).

Limitations; Restrictions; Risk of Loss

Gift Cards and Gift Certificates are non-refundable. We are not responsible for any lost, stolen or destroyed Brilliant Baby Foods Gift Card/Gift Certificate or use by someone other than yourself or the intended Recipient, so please keep your Brilliant Baby Foods Gift Card/Gift Certificates safe. These Gift Card/Gift Certificate Terms are subject to change without notice at any time and in our sole discretion. Brilliant Baby Foods Gift Cards/Gift Certificates are void where prohibited.

Use of Gift Cards/Gift Certificates for unauthorized advertising, marketing, sweepstakes or other promotional or commercial purposes is strictly prohibited. Brilliant Baby Foods Gift Cards/Gift Certificates may not be combined with certain promotional offers. We reserve the right to refuse Brilliant Baby Foods Gift Card/Gift Certificate sales to anyone and limit how many Brilliant Baby Foods Gift Cards/Gift Certificates an individual may purchase or redeem. If we suspect that a Brilliant Baby Foods Gift Card/Gift Certificate is obtained, used or applied to a Brilliant Baby Foods account (or your Brilliant Baby Foods Balance is applied to a purchase) fraudulently, unlawfully or otherwise in violation of these Gift Card/Gift Certificate Terms, we reserve the right to void Brilliant Baby Foods Gift Cards/Gift Certificates or any component of your Brilliant Baby Foods Balance, close your account, and bill alternative forms of payment.

Expiration

Gift Cards/Gift Certificates don't expire or decrease in value if you don't use them. We don't charge activation, service charges or dormancy fees.

Promotional Cards

From time to time, you may be awarded with or receive "rewards," "promotional gift cards", "credits", "vouchers", "Groupons" or similar physical or electronic gift cards that are given away free with a purchase, or distributed as a reward, incentive, or as part of a marketing, promotional or customer loyalty program (collectively, "Promotional Cards"). As a general matter, these Promotional Cards shall have the same terms and conditions as the Gift Cards described here, however, they may have expiration dates, delayed activation dates or may be subject to additional restrictions or exemptions as

provided on the Promotional Cards themselves or any packaging or other written materials that accompany such Promotional Cards or any applicable law.

Warranty

Brilliant Baby Foods makes no representation or warranty, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or any other matter with respect to the goods. If a model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of goods sold by Seller and not to represent that the Goods would necessarily conform to such model or sample. Any description is for the sole purpose of identifying the Goods and no affirmation, promise, description, sample or model shall be deemed part of the basis of the bargain.

Equipment

Purchaser understands that the Equipment described herein may be dangerous if improperly used. Purchaser acknowledges that it must contact the original manufacturer to obtain up-to-date installation and operation manuals and other information to insure the safe operation of Goods. Seller will not be responsible for any loss or injury resulting from defects or alleged defects in the Goods sold or from the subsequent use of the items. Purchaser agrees to defend any suit, action or cause of action brought against Seller, its directors, officers, employees and other agents and representatives by any person based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including, but not limited to, attorney's fees or legal expenses in connection therewith or resulting therefrom.