

## TERMS AND CONDITIONS

This Agreement (the "Agreement") and the policies referred to herein contain the complete terms and conditions that apply to your use of the meal delivery services (the "Services") being offered at the URL: <http://www.ancientheritagedairy.com> (known as Ancient Heritage Dairy site) operated solely by Ancient Heritage Dairy LLC. As used in this Agreement, "Ancient Heritage Dairy" refers to Ancient Heritage Dairy and "USER" or "you" refers to you. By accessing or using Ancient Heritage Dairy website, you agree to be bound by the terms described herein and all terms incorporated by reference. If you do not agree to all of the terms contained herein, do not use this Site.

Ancient Heritage Dairy may modify this Agreement's terms and conditions at any time without notice. Continued use of the Services and the Ancient Heritage Dairy Site after a change in this Agreement, a change in the Privacy Policy, or after implementation of any other new policy constitutes acceptance of such change or policy.

CONTACT INFORMATION: You may contact us by emailing [info@ancientheritagedairy.com](mailto:info@ancientheritagedairy.com) or by writing to:

Customer Service – Ancient Heritage Dairy  
2045 NE Martin Luther King Blvd.  
Portland, OR 97212

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### 1. Contracting Party

Your contract will be fulfilled by Ancient Heritage Dairy, a company registered in Oregon whose registered office is at 2045 NE Martin Luther King Blvd. Portland, OR 97212 together with its agents and sub-contractors.

### 2. When the contract is formed

When you click "Submit Order" to submit your order on-line, or when you email, or telephone us with details of your order, you are making an offer, if accepted by us, will result in a binding contract.

You will receive a written confirmation by email within 1 day of submitting your order. We will not be responsible if you fail to receive the written confirmation because you have supplied us with an invalid email address.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorization by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your payment as soon as reasonably practicable.

### 3. Right to refuse orders

We reserve the right not to fulfill and to cancel orders:

- 3.1 in the event of inaccuracies in Ancient Heritage Dairy prices, except that we may fulfill your order at the correct price;
- 3.2 if we are unable to obtain payment authorization from the issuer of your payment card;
- 3.3 in the event that we are unable to fulfill your dietary requirements;
- 3.4 in the event that we do not provide delivery coverage to your designated delivery address;
- 3.5 in the event that we are unable to fulfill any of your other requirements, including, but not limited to, dietary requirements.

#### **4. User's Responsibilities**

As a User, you have the following responsibilities:

- 4.1 Provide a complete and accurate address
- 4.2 Pay for the services and other associated charges
- 4.3 Provide any request for meal substitutions or dietary requirements at least 7 days in advance of your first delivery.

#### **5. Delivery & Pick-up**

We will deliver your order to the delivery address you specify when you place your order. Allow up to 7 days for the start of the delivery after submitting the sign-up form. You agree that we will not be responsible for failure to deliver the order if no one is available at the address to receive the delivery, and that you will not receive any credit for such an occurrence. You will be responsible for ensuring the cheese is kept cold until consumption upon delivery.

- 5.1 Changes to Delivery Address –If you need to change the delivery address, you must give us at least 7 days' notice for the change to be effective.
- 5.2 Delivery customizations – As the deliveries are fulfilled by a third party carrier, we will not be able to fulfill any special delivery instructions (e.g. specific delivery timeframes) which are not provided by the third party carrier. We use FedEx for all deliveries and will not accommodate other delivery service requests.
- 5.2 Pick-up – If you have chosen to pick up the cheese at one of our creamery or other designated location, you have full responsibility to ensure that the food is picked up in a timely fashion. You will be charged in full even if you do not pick up the food for any reason, or if you pick up the food after the scheduled pick-up date.

#### **6. Delay in delivery and non-delivery**

We will not be liable to you for any delay in delivery or non-delivery of cheese in the following circumstances:

- 6.1 where the issuer of your payment card refuses to authorize payment to us;

- 6.2 where you have provided us with an incorrect address;
- 6.3 where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labor disputes or malicious damage involving the employees of Ancient Heritage Dairy.

## **7. Cancellations, Reschedules and Refunds**

- 7.1 Notice of Cancellation - You may cancel your services by contacting an Ancient Heritage Dairy representative via email or on the phone. In order to receive a full refund, your cancellation request must be received by an Ancient Heritage Dairy representative at least five full working days before your delivery.
- 7.2 Any cancellation notice received less than 5 full working days in advance of the program start will not be eligible for refund.
- 7.3 All refunds will be in the form of store credit.

## **8. Price Information**

Prices displayed on the **Ancient Heritage Dairy** site will prevail at all times in relation to orders placed online. Prices quoted on screen include taxes (where applicable). Delivery charges will be specified online according to geographical areas

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have the option of reconfirming your order at the correct price or canceling it. If we are unable to contact you, we will treat the order as cancelled. We will refund you in full if you cancel the order and have already paid.

## **9. Payment**

If you have a question about your bill, please contact us using the details provided at the top of these Terms.

## **10. Privacy Policy**

Ancient Heritage Dairy is committed to safeguarding your privacy online. Please review our privacy policy.

We use the personal and transactional information (e.g. name, address, e-mail address, credit card details) you supply to us in order to fulfill your subscription order.

On the online order form we will ask you about receiving details of our products and services and/or those of third parties which may be of interest to you. You should check the relevant boxes to indicate whether or not you wish to receive such information.

## **11. Email Policy**

You may receive periodic emails from Ancient Heritage Dairy if you opted to receive such emails at the time of registration with the Ancient Heritage Dairy Site. If you would rather not receive email

from Ancient Heritage Dairy, please send an email to [info@ancientheritagedairy.com](mailto:info@ancientheritagedairy.com) and you will be removed from further mailings. You acknowledge and agree, however, that you will still receive emails related to your orders, including but not limited to service confirmation emails, delivery address change confirmation emails, details update confirmation emails, and other emails relating to services requested by you through the Ancient Heritage Dairy Site, even if you have opted not to receive periodic email from Ancient Heritage Dairy. In accordance with our Privacy Policy, we will not share any of your individual information without your prior consent.

## **12. No Other Grant of Rights to User**

All text, graphics, video, data and any other content on the Ancient Heritage Dairy Site ("Ancient Heritage Dairy Content") is provided to you by Ancient Heritage Dairy for the sole purpose of using the Services. You shall not copy, display, modify, create derivative works of, publish, or sell the Ancient Heritage Dairy Content or any information, software, or services provided by Ancient Heritage Dairy hereunder. The Ancient Heritage Dairy Content may be modified from time to time by Ancient Heritage Dairy in its sole discretion. Except as expressly set forth herein, no license is granted to you for any other purpose, and any other use of the Services or the Ancient Heritage Dairy Content by you shall constitute a material breach of this Agreement. Nothing in this Agreement shall affect any rights of Ancient Heritage Dairy or its licensors in the Services or Ancient Heritage Dairy Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets or other intellectual property rights. No license, right or interest in any trademarks of Ancient Heritage Dairy or any third party is granted under this Agreement.

## **13. Liability Limitations**

IN NO EVENT SHALL ANCIENT HERITAGE DAIRY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) ANY USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO CHEESE DELIVERY, THE ANCIENT HERITAGE DAIRY SITE OR THE ANCIENT HERITAGE DAIRY CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE SERVICES OR THE ANCIENT HERITAGE DAIRY SITE)

## **14. Disclaimer of Warranty**

THE INFORMATION, PROGRAMS, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED ON THE ANCIENT HERITAGE DAIRY SITE, INCLUDING, WITHOUT LIMITATION, THE SERVICES AND THE ANCIENT HERITAGE DAIRY CONTENT, ARE PROVIDED TO USER ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. ANCIENT HERITAGE DAIRY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO THE MEAL KITS, THE ANCIENT HERITAGE DAIRY SITE, THE ANCIENT HERITAGE DAIRY CONTENT AND RELATED MATERIALS PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING.

## **15. Links to Third Party Sites**

The Ancient Heritage Dairy Site may contain hypertext links to Web sites operated by parties other than Ancient Heritage Dairy. Such hypertext links are provided for your reference only and Ancient Heritage Dairy does not control such Web sites and is not responsible for their content. Ancient Heritage Dairy's inclusion of any hypertext links to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators.

**16. Severability**

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

**17. No Assignment**

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by you, but may be so transferred, assigned or delegated by Ancient Heritage Dairy without your consent.

**18. Waiver**

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

**19. Jurisdiction**

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Oregon, U.S.A., without regard to any choice of law provisions. The parties hereby consent to the jurisdiction of the state and federal courts located in Multnomah County.