



## TERMS AND CONDITIONS

Updated as of December 30, 2016

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

### 1. AGREEMENT TO TERMS BY USER

By using the Website, you acknowledge and accept without limitation or qualification, these terms, conditions, and notices ("Terms and Conditions"), and our [Privacy Policy](#), which is incorporated herein by reference.

Cinnagard Inc. reserves the right to change these Terms and Conditions at any time and in its sole discretion. The modified Terms and Conditions will be effective immediately upon posting and you agree to the new posted Terms and Conditions by continuing your use of the Website. It is your responsibility to check periodically for any changes we may make to these Terms and Conditions.

Each time you use the Website, you reaffirm your acceptance of the then-current Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, your only remedy is to discontinue using the Website. By using the Website, you also accept that any prior agreements between you and Cinnagard Inc. regarding your use of the Website are hereby superseded.

### 2. LINKS TO THIRD PARTY SITES

The Website may contain links to other web sites ("Linked Sites"). The Linked Sites are not under the control of Cinnagard Inc. and Cinnagard Inc. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Cinnagard Inc. is not responsible for webcasting or any other form of transmission received from any Linked Site. Cinnagard Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Cinnagard Inc. of the site or any association with its operators.

### 3. RESTRICTIONS ON USE

You should assume that everything you see or read on this Website is copyrighted unless otherwise noted, and may not be used except as provided in these Terms and Conditions.

Material from the Website and any other website and/or mobile application owned, operated, licensed, or controlled by Cinnagard Inc. may not be copied, distributed, republished, modified, uploaded, incorporated, posted, or transmitted in any way, without the prior written consent of Cinnagard Inc., except that you may print, display or download the Website for your personal, non-commercial use only, provided you do not delete or

change any copyright, trademark, or other proprietary notices. The material on the Website is provided for lawful purposes only. No intellectual property rights are licensed or transferred to you through your use, but remain with Cinnagard Inc., who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Website.

Linking, or any other manner of incorporating the whole or parts of this Website including the framing of this Website by sites or site elements controlled by third parties is strictly prohibited.

#### **4. NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Website, you warrant to Cinnagard Inc. that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

If applicable, you may not permit anyone other than yourself to use your username or password to gain access to the Website. You will take reasonable steps to maintain the privacy of your username and password and to prevent unauthorized access to or disclosure of your username and password.

#### **5. USE OF COMMUNICATION SERVICES**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Cinnagard Inc. has no obligation to monitor the Communication Services. However, Cinnagard Inc. reserves the right in its sole discretion to review materials posted to a Communication Service and to remove any materials at any time, for any reason, without notice to you. Cinnagard Inc. reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Cinnagard Inc. reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Cinnagard Inc.' sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Cinnagard Inc. does not control or endorse the content, messages or information found in any Communication Service and, therefore, Cinnagard Inc. specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Managers and hosts are not authorized Cinnagard Inc. spokespersons, and their views do not necessarily reflect those of Cinnagard Inc.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## 6. **SUBMISSIONS GENERALLY**

All remarks, suggestions, ideas, graphics, discussions, chats, postings, transmissions, bulletin boards or other information communicated to Cinnagard Inc. through the Website (collectively, a "Submission") will forever be the property of Cinnagard Inc.. Cinnagard Inc. will treat any Submission as non-proprietary and non-confidential. By posting, uploading, inputting, providing or submitting your Submission you acknowledge that you and not Cinnagard Inc. have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You further warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. Anything you transmit or post becomes the property of Cinnagard Inc. and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, posting, or marketing.

No compensation will be paid with respect to the use of your Submission, as provided herein. Cinnagard Inc. is under no obligation to post or use any Submission you may provide and may in Cinnagard Inc. sole discretion remove any Submission at any time, for any reason, without notice to you.

Cinnagard Inc. may from time to time monitor Submissions on the Website however, Cinnagard Inc. is under no obligation to do so. Cinnagard Inc. assumes no responsibility or liability arising from the content of any such Submissions, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website, including in Submissions. You are strictly prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage

conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Cinnagard Inc. will fully cooperate with any law enforcement authorities or court order requesting or directing Cinnagard Inc. to disclose the identity of anyone posting any such information or materials.

#### **7. IDEA SUBMISSIONS**

Cinnagard Inc. and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works (collectively, "Idea Submissions") in any form to Cinnagard Inc. or any of its employees. The chief purpose of this policy is to avoid potential misunderstandings or disputes when Cinnagard Inc. products or marketing strategies might seem similar to ideas submitted to Cinnagard Inc. If, despite this request, you still send in Idea Submissions, the following terms shall apply to your Idea Submissions:

You agree that: (1) your Idea Submission(s) and their contents will automatically become the property of Cinnagard Inc., without any compensation to you; (2) Cinnagard Inc. may use or redistribute the Idea Submission(s) and their contents for any purpose and in any way; (3) there is no obligation for Cinnagard Inc. to review Idea Submission(s); and (4) there is no obligation to keep any Idea Submission(s) confidential.

#### **8. PRODUCT FEEDBACK**

Cinnagard Inc. welcomes your feedback regarding many areas of our business. If you want to send us your feedback, and we hope you do, we simply request that you send it to us using the form found at <http://www.cinnabon.homestead.com/ContactUs.html> . Please provide only specific feedback on Cinnagard Inc. existing products or marketing strategies. Any feedback you provide at this site shall be deemed to be non-confidential. Cinnagard Inc. shall be free to use such information on an unrestricted basis.

#### **9. JURISDICTION**

Except as described otherwise, all materials in the Website are made available only to provide information about Cinnagard Inc. or the respective brand under Cinnabon Inc., or its designee, controls and operates this site from its home office in Cambridge Ontario, Canada and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations you are responsible for compliance with applicable local laws.

#### **10. DISCLAIMER/RESTRICTION OF LIABILITY**

Cinnagard Inc. will not be liable for any damages or injury caused by the Website, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CINNAGARD INC. AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS

OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CINNAGARD INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. CINNAGARD INC.'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION (IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THIS SITE.

The material, software, products, and services in the Website, or available through the Website, may include technical inaccuracies or typographical errors. Cinnagard Inc. is not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the material on the Website is at your own risk. The Website may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. Cinnagard Inc. may make changes or improvements at any time. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

CINNAGARD INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

CINNAGARD INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

CINNAGARD INC. DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CINNAGARD INC. NEITHER WARRANTS NOR REPRESENTS YOUR USE OF MATERIALS DISPLAYED ON THE WEBSITE AND WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. CINNAGARD INC. DOES NOT WARRANT THAT THE

FUNCTIONS CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CINNAGARD INC. DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT CINNAGARD INC.) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

The Website contains downloadable materials as well as links to external sites. Cinnagard Inc. is not responsible for, and has no control over, the content of such downloadable materials or external sites. The inclusion of any link to such sites does not imply endorsement by Cinnagard Inc. of the sites. You understand that Cinnagard Inc. cannot and does not guarantee or warrant that files or software of any kind, or from any source, available for downloading through this website, will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties.

#### **11. EMPLOYMENT**

Cinnagard Inc. and its employees do not accept or consider unsolicited solicitations for employment. To be considered for a posted job opportunity, you must submit an application for a posted position. Cinnagard Inc. is an equal opportunity employer committed to a diverse workforce. Cinnagard Inc. locations each hire their own employees and establish their own terms and conditions of employment, which may differ from those described.

#### **12. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Cinnagard Inc. and its affiliates, and their officers, directors, employees, contractors, agents, licensors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from any violation of these Terms and Conditions. If you cause a technical disruption of the Website or the systems transmitting the Website to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

#### **13. TERMINATION**

Cinnagard Inc. or you may terminate this agreement at any time. You may terminate this agreement by destroying: (a) all materials obtained from all Cinnagard Inc. websites and/or mobile applications, and (b) all related documentation and all copies and installations (together, the "Materials"). Cinnagard Inc. reserves the right, in its sole discretion, to terminate this agreement, including your access to the Website and the related services or any portion thereof immediately and for any reason without notice to you. Upon termination, you must destroy all Materials.

#### 14. MISCELLANEOUS

These Terms and Conditions will be governed and be interpreted pursuant to the laws of the Province of Ontario Canada, notwithstanding any principles of conflicts of law, and you hereby consent to the exclusive jurisdiction and venue of courts in Ontario in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cinnagard Inc. as a result of these Terms and Conditions or use of the Website. Cinnagard Inc.' performance of this Terms and Conditions is subject to existing laws and legal process, and nothing contained in this Terms and Conditions is in derogation of Cinnagard Inc.' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Cinnagard Inc. with respect to such use. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. Unless otherwise specified herein or agreed to by the user, these Terms and Conditions constitute the entire agreement between the user and Cinnagard Inc. with respect to the Website. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Cinnagard Inc.' products and services are available in many parts of the world. However, the Website may describe products and services that are not available worldwide.

#### 15. COPYRIGHT AND TRADEMARK INFORMATION

All trademarks used herein are owned by Cinnabon LLC. unless otherwise stated. All other third party trademarks used on the Website are the property of their respective owners used under license by Cinnagard Inc. Any rights not expressly granted herein are reserved.

All contents of the Website are property of 2016 Cinnagard Inc. All Rights Reserved.